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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by AT&T Communications of the)
Southern States, Inc. for Arbitration of Certain)
Terms and Conditions of a Proposed Agreement)
With GTE Florida Incorporated Concerning)
Interconnection and Resale Under the)
Telecommunications Act of 1996)

Docket No. 960847-TP

Filed: February 17, 1997

Motion for Approval of Agreement and
Order Directing Execution of Agreement

COMES NOW AT&T Communications of the Southern States, Inc. ("AT&T")
and for its Motion for Approval of Agreement and Order Directing Execution of
Agreement states as follows:

1. During the course of this proceeding both AT&T and GTE Florida
Incorporated ("GTEFL") submitted proposed interconnection agreements. The
Commission's Arbitration Order, Order No. PSC-97-0064-FOF-TP, did not adopt either
of the proposed agreements. Instead, the Order directed the parties to submit for
approval an interconnection agreement reflecting the Commission's findings and the rates
set forth in the Order. The Order directed that an agreement in conformance with its
directives be filed February 17, 1997.

2. Since the Commission's Order was issued, the parties have worked
diligently to prepare a joint contract submission. However, not all language has been
agreed to and the parties remain unable to finalize a contract due to their fundamentally
differing views on certain specific terms and conditions which should be included in the

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agreement. Nevertheless, a document is being submitted jointly by AT&T and GTEFL to the Commission which contains all of the language the parties could agree upon as well as the disputed or alternative proposed language of each party. The disputed or alternative language has been highlighted in the proposed agreement for purposes of identification.

3. The remaining contractual term and language disputes are substantial. These differences, in many respects, involve matters that are fundamental to any attempt at successful implementation of the interconnection agreement. The Agreement as filed readily discloses the nature, number and importance of the provisions that remain in dispute.

4. AT&T has identified, in Attachment I to this motion, the terms of the agreement which remain in dispute and set forth the reasons the Commission should adopt the language and terms proposed by AT&T.

5. GTE has no commercial incentive to reach agreement with AT&T on reasonable language conforming to the Commission's decisions. Absent resolution of these final matters AT&T will have received direction regarding how an agreement should be structured in concept, but will be left without the specific terms that will control the business relationship and the operational provisions necessary to actually implement and perform the agreement on an ongoing basis.

6. AT&T hereby requests that the Commission order the parties to include in the final arbitrated agreement the terms mutually agreed upon and, with respect to each

term of the proposed Agreement which remains in dispute, to adopt the language proposed by AT&T and reject the language proposed by GTE.

7. Finally, because neither the Act nor this Commission has specified the details of how an agreement adopted by arbitration is to become effective as the agreement of the parties, AT&T requests that the Commission order each party to designate a representative to sign the agreement and order those representatives to execute the agreement in the form adopted and approved by the Commission. This has become necessary because GTE has taken the position that it will not sign any agreement unless directly ordered to do so. Indeed, GTE has requested that the GTE signature line of the proposed joint agreement be deleted.

Wherefore, AT&T requests that the Commission:

(A) Order the parties to include in their agreement all of the terms and conditions mutually upon as identified in the Agreement submitted concurrently with this motion and, where the language and terms remain in dispute (as highlighted in the Agreement), require the parties to adopt the language proposed by AT&T and reject the language and terms proposed by GTE; and

(B) Expressly order the parties to designate an authorized representative to sign the agreement as adopted and approved by the Commission and direct the agreement be executed by such designated representatives within 10 days of the Commission's Order, or, in the alternative, provide that the Agreement is deemed to be in effect and binding upon the parties in all respects effective five (5) days from the date of the Commission's Order.

Respectfully submitted this 17th day of February, 1997.

A handwritten signature in cursive script, reading "Tracy Hatch", written over a horizontal line.

Tracy Hatch
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
Attorney for AT&T Communications
of the Southern States, Inc.

ATTACHMENT I

AT&T'S EXPLANATION AND DISCUSSION OF ITS PROPOSED AT&T/GTEFL INTERCONNECTION AGREEMENT

The Agreement filed with the Florida Public Service Commission on February 17, 1997 contains the following markings: Plain text which means agreed language. **Bold text** which indicates an AT&T proposal to which GTE has not agreed. Double underlined text which indicates a GTE proposal to which AT&T has not agreed.

In addition, the Agreement contains text in **BOLD AND ALL CAPITAL LETTERING** to indicate language previously agreed to by GTE in the Michigan Joint Submission filed by AT&T and GTE on December 23, 1996, but which GTE presently disputes.

Whereas Clause and Now, Therefore Clause

References: Federal Telecommunications Act of 1996, Section 252(c).

GTE wants language to the effect that neither party has entered this Agreement voluntarily. AT&T intends to sign the arbitrated Agreement in compliance with the Commission's order and is satisfied with the language on the cover page of the Agreement which preserves its right to appeal.

General Terms and Conditions

Section 2 - Term of Agreement

References: Federal Telecommunications Act of 1996, Section 251(c).

AT&T's language would make the Agreement effective upon its execution or when it becomes effective by operation of law, *whichever is earlier*. GTE's language would make the Agreement effective upon its execution or approval by the Commission, *whichever is later*. Under GTE's proposed language, GTE could delay indefinitely the effectiveness of the Agreement merely by refusing to execute it.

Section 6 - Responsibility of Each Party; Section 7 - Governmental Compliance; Section 8 - Responsibility for Environmental Contamination

References: AT&T/GTEFL Arbitration Order No. PSC-97-0064-FOF-TP, pp. 124-131, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(c).

These provisions outline certain responsibilities and obligations of the parties. In Section 8, GTE seeks to impose upon AT&T the responsibility for hazardous materials on GTE-

controlled premises which AT&T did not introduce to those premises but which may have been introduced by GTE "as a result of the operational requirements" of AT&T. At the same time, GTE has refused, in the provisions on collocation in Attachment 3 (Section 2.2.23.3.8.1) to provide documentation to AT&T for work being done on behalf of AT&T. GTE has control over the materials which it introduces into its workplaces, whether introduced on behalf of itself or on behalf of AT&T. GTE's attempt to shift responsibilities would effectively deprive AT&T of the benefits of interconnection, rights of way and collocation required under the Federal Telecommunications Act of 1996. AT&T's proposed language in Sections 6 and 8 would align responsibility for hazardous substances and waste with the Party who has control over these. AT&T's language should be accepted.

Section 9.3, 9.4 - Regulatory Matters

References: FCC First Report and Order, Paras. 10 and 55.

AT&T proposes that the Parties renegotiate terms which are materially affected by subsequent legal action. If new terms cannot be agreed, AT&T proposes that they be settled through the alternative dispute resolution procedures. GTE's language repeats its claim that neither Party has entered the Agreement voluntarily and further disclaims any contractual responsibility for violation of the terms of the Agreement. AT&T's proposed language is commercially reasonable and should be accepted.

Section 10.2 - Liabilities of GTE

References: FCC First Report and Order, Paras. 10 and 55.

AT&T has proposed language that would generally limit GTE's liability to AT&T during any Contract Year to the amount owed by AT&T under the Agreement during the Contract Year plus any access or exchange access fees payable by AT&T to GTE. Since the access and exchange access fees payable by AT&T are not technically owed under the Agreement, the additional language ties the maximum GTE liability for a Contract Year to the total amount AT&T expends in connection with the arrangement for the same Contract Year, which is reasonable.

Section 10.3 - Consequential Damages

References: FCC First Report and Order, Paras. 10 and 55.

AT&T has proposed language which would make both parties liable to each other for consequential damages in the case of willful misconduct, gross negligence, or actions which result in bodily injury, death or damage to personal property. These provisions will ensure that GTE has an economic incentive to abide by the terms and conditions of the Agreement and are necessary to properly allocate liability in a competitive marketplace.

Section 10.5 - Obligation to Defend; Notice; Cooperation

References: FCC First Report and Order, Paras. 10 and 55.

GTE rejects AT&T language which would require the indemnifier to consult with the indemnified before settling a legal claim when the claim affects the rights of the indemnified. GTE proposes that consultation occur only when there is an adverse affect on the intellectual property rights of the indemnified. This is insufficient protection for the indemnified. In addition to severely limiting the types of rights that are protected, the GTE proposed language creates the situation that the indemnifier would determine whether the indemnified's rights are adversely affected. This is a determination that in fairness can only be made by the affected party (the indemnified).

Section 11.3 - Service Parity and Standards

References: Arbitration Order 97-0064, pp 91-94; FCC First Report and Order, Paras. 10, 55 and 312; 47 C. F.R. Sec. 51.311(b).

GTE has proposed language which would limit the parties' remedies for any violation of the Quality Standards to the penalties set forth in Attachment 12, and provides that any violation of such Quality Standards would not be a breach of the Agreement. Such language improperly separates Attachment 12 from the whole of the Agreement of which Attachment 12 is but a part. The Quality Standards agreed to by the parties are terms of the Agreement and should be treated as such. GTE's language should be rejected in its entirety.

Section 11.5 - Service Parity and Standards

References: Federal Telecommunications Act of 1996, Sections 251(c)(2), (c)(3) and (c)(4); FCC First Report and Order, Para. 314; 47 C.F.R. Sec. 51.311(c).

The parties have agreed that AT&T may request that GTE provide Network Elements, Combinations, and Local Services using a standard higher than that GTE provides to itself. AT&T has agreed to pay for the costs of a higher level of quality, and has proposed language that would require the costs of any such higher standard to be recovered on a competitively neutral basis. It is quite possible that GTE or another carrier would also benefit from the new, higher standard. In that case, AT&T should not be required to alone shoulder the costs of the new higher standard of service. AT&T's proposed language promotes local exchange competition, is in compliance with the requirements of the Federal Telecommunications Act of 1996 and the FCC Order and should be adopted.

Section 18 - Branding

References: Arbitration Order 97-0064, pp. 78-79; Federal Telecommunications Act of 1996, Section 251(c)(2) and (c)(3); FCC First Report and Order, Para. 971; 47 C.F.R. Sec. 51.613(c).

GTE has proposed language that places unacceptable restrictions on AT&T's right to obtain AT&T branded or unbranded Operator and Directory Assistance Services from GTE. GTE requires that AT&T agree to use GTE's services *exclusively for the entire term* of the Agreement. Such a restriction is anti-competitive and would prevent AT&T from providing its own services or from contracting with a third party at a later date. The parties also are in disagreement with regard to the provisions regarding cost recovery. AT&T has proposed text which properly reflects the Commission's order. GTE, however, seeks to recover all of its costs for implementation from AT&T without regard to benefits conferred on other parties, including GTE.

Section 23.3 - Authority; Section 23.9 - Governing Law; Section 23.12 - Severability; Section 23.15 - Executed in Counterparts

References: FCC First Report and Order, Paras. 10 and 55.

GTE rejects these standard legal clauses because they are necessary for the enforceability of the Agreement. GTE has also demonstrated its unwillingness to be bound by the terms of the Agreement in its proposed language at Sections 9.3 and 9.4 and the Preface, and its demand that the signature line for GTE be deleted.

PART I: LOCAL SERVICES RESALE

Section 24 - Telecommunications Services Provided for Resale

References: Federal Telecommunications Act of 1996, Section 251(c)(4); FCC First Report and Order, ¶970.

GTE disputes AT&T language that suggests that service support functions are included in Local Services Resale. The FCC Order (¶970) requires incumbent LECs to provide and provision services at the same quality level as they provide and provision services for themselves or any third Party.

Section 25.3 - Restrictions on Resale

References: Arbitration Order 97-0064 pp. 53-56; Federal Telecommunications Act of 1996, Section 251(c)(4).

AT&T has proposed language which incorporates the Commission's ruling that the only restrictions on resale are that residential services, Lifeline/LinkUp services and grandfathered services shall only be resold to customers eligible to receive such services from GTE. GTE has proposed an additional restriction of "below cost" services, which has no definition and is, further, not included in the Commission's very clear direction regarding resale restrictions.

Section 25.5.1 - Dialing and Service Parity

References: Federal Telecommunications Act of 1996, Section 251(b)(3).

AT&T's language defines dialing parity and requires that GTE enable the customer who chooses AT&T to retain its phone number with no loss of features or functionality. Absent this requirement, the inconvenience caused the customer desiring to change local carriers will effectively prevent competition between GTE and AT&T in the local market.

Section 26.6 - Telephone Relay Service

References: Federal Telecommunications Act of 1996, Section 251(c)(4).

Telephone Relay Services provided by GTE to its customers should likewise be made available to AT&T customers at no additional charge. The additional costs to GTE of providing this service are funded through the state.

Section 26.7 - Voice Mail Related Services¹

References: Arbitration Order 97-0064, pp 53-56; Federal Telecommunications Act of 1996, Sections 251(b)(1), (c) (4)(B); 47 C.F.R. Sec. 51.603.

AT&T has requested that GTE provide to AT&T interfaces and services that GTE provides to its own retail telecommunications customers with regard to voice mail related services. The Federal Telecommunications Act of 1996 prohibits an incumbent LEC from imposing unreasonable or discriminatory conditions on the resale of telecommunications services. AT&T is not requesting that GTE permit the resale of GTE voice mail services. It is simply requesting the features and functions necessary to permit AT&T to offer its own Voice Mail to AT&T local exchange customers. GTE has agreed to provide such interfaces to MCI in an agreement filed with the Public Utility Commission of Texas, Article V, Section 3.2.5, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997. GTE's refusal to enable

¹ The dispute regarding these features also appears in Attachment 2, Section 4.1.2.3.

AT&T to offer voice mail together with resold local services is unreasonable and discriminatory.²

Section 26.8 - Voluntary Federal Customer Financial Assistance Programs

References: Arbitration Order 97-0064, pp. 53-56; Federal Telecommunications Act of 1996, Sections 251(b)(1), (c)(4)(B); 47 C.F.R. Sec. 51.603.

AT&T's proposed language requires only that GTE make available such data that it has regarding a customer's qualification for voluntary Federal Customer Financial Assistance Programs. This data is necessary to enable AT&T to resell services to eligible customers. This information is also needed in order to facilitate compliance with the resale restrictions ordered by the Commission.

Section 28.1 and 28.4 - Repair Calls

References: Arbitration Order 97-0064, pp. 87-91; Federal Telecommunications Act of 1996, Section 251(b)(3) and 251(c)(3).

AT&T has proposed that GTE route, upon AT&T's request, repair calls to AT&T's repair center. As recognized by the Commission, the ability to provide such routing may already reside in GTE's switch. AT&T's proposed language regarding the routing to AT&T repair services should be adopted. GTE's proposal to avoid direct routing is inconsistent with the Commission's decision that direct routing is feasible should be supplied by GTE.

Section 28.6 - Emergency Calls

References: Arbitration Order 97-0064, pp. 53-56; Federal Telecommunications Act of 1996, Section 251(c)(4)(B); FCC First Report and Order, Para. 525; 47 C.F.R. Sec. 51.603.

The requested interface and information transmittal is necessary to permit AT&T to handle emergency calls for AT&T Customers. GTE has represented that it simply does not have such information, and that it must call directory assistance in order to obtain such information. That is unlikely, and in fact, GTE has agreed to provide such information to MCI in an agreement filed with the Public Utility Commission of Texas, Article VII, Sections 3.4.5.5 and 3.4.5.6, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997. GTE's refusal to provide this information to AT&T is discriminatory and an unreasonable restriction on resale.

² A copy of the GTE/MCI agreement proposed in Texas is attached for reference. Due to the voluminous nature to the document, only one copy is being supplied with this filing. Additional copies are available upon request.

Section 29.1.7 - Cost Recovery for OSS

References: Arbitration Order 97-0064, pp. 99-108.

AT&T has proposed language which implements the Commission's order, providing that costs will be recovered on a competitively neutral basis pursuant to Section 252(d) pricing standards. GTE has not proposed any alternative.

Section 30 - Pay Phone Lines and Pay Phone Services

References: Arbitration Order 97-0064, pp. 49-50; Federal Telecommunications Act of 1996, Section 251(c)(4)(B); FCC First Report and Order, Paras. 871-877.

This Commission has ordered that GTE provide for resale pay phone lines and services. The most significant disagreement between the parties in this area is with regard to semi-public pay phones. In order for AT&T to provide such services, AT&T must obtain from GTE the features and functions listed in AT&T's proposed Section 30.9. GTE has not proposed any alternative language, and simply refuses to provide the features and functions.

PART II: UNBUNDLED NETWORK ELEMENTS**Section 32.4, 32.7, 32.8 - Network Elements**

References: Arbitration Order 97-0064, pp. 8-42; Federal Telecommunications Act of 1996, Section 251(c)(3); FCC First Report and Order, Paras. 292, 293, 296, 312 and 970; 47 C.F.R. Sec. 51.311(b).

The provisions proposed by AT&T implement the Order of the Commission that AT&T be permitted to combine network elements and use them in any way AT&T chooses to provide services to its local exchange customers. The provisions also require that GTE not place any limits or restrictions on the implementation of such combinations that GTE does not place upon itself or its affiliates, including equipment or extra charges.

Section 32.10 -Standards for Network Elements

References: Arbitration Order 97-0064, pp.8-42, pp. 91-94; Federal Telecommunications Act of 1996, Section 251(c)(3); FCC First Report and Order, Paras. 312 and 970; 47 C.F.R. Sec. 51.311(b).

The provisions proposed by AT&T implement the Order of the Commission that GTE provide Network Elements at least equal in quality to that which GTE provides to itself. AT&T has requested that GTE provide performance data that will ensure that the parity standard is met. Absent the requested data, neither AT&T nor this Commission will be able to enforce the parity standard.

PART III: ANCILLARY FUNCTIONS

Section 34 - GTE Provision of Ancillary Functions

References: Arbitration Order 97-0064, pp. 91-14, pp. 126-131, pp. 138-144; Federal Telecommunications Act of 1996, Sections 251(c)(2), and 251(c)(6); FCC First Report and Order, Paras. 312 and 970.

GTE in the Joint Submission to the Michigan Public Service Commission on December 23, 1996, agreed to the provisions it now disputes. The disputed provisions state the general principles of both the applicable law and the Commission's Order that GTE shall offer collocation, interconnection, and access to Rights-of Way, etc. pursuant to just, reasonable, nondiscriminatory terms and conditions.

Section 35 - Standards for Ancillary Functions

References: Arbitration Order 97-0064, pp. 91-14, pp. 126-131, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(c)(3); FCC First Report and Order, Paras. 312 and 970.

GTE has not agreed to provide performance data which would permit AT&T or the Commission to determine if GTE is providing the required parity of service. In addition, GTE, despite its previous agreement to the provisions of Sections 35.1- .2, and 35.4, now disagrees with the provisions which state the obligation to provide such functions upon terms and conditions that are just, reasonable, and nondiscriminatory.

PART IV: INTERCONNECTION

Section 37.6.3 - Interconnection Activation Date

References: Arbitration Order 97-0064, pp.124-126; Federal Telecommunications Act of 1996, Section 251(c)(2).

To have a meaningful right to interconnect, the parties should be required to set a date certain for activation of interconnection. AT&T has proposed fifteen business days. GTE has not proposed an alternative deadline.

Section 37.8 - Nondiscriminatory Interconnection

References: Federal Telecommunications Act of 1996, Sections 251(c)(2) and 252(d).

AT&T has proposed that it will pay a competitively neutral share of the cost of any higher quality interconnection that AT&T requests. This calculation would include the availability to, and usage by, GTE of such higher quality interconnection. GTE has proposed that AT&T

bear the entire cost, without regard to whether GTE or other parties also benefit from the higher quality. GTE's language is inconsistent with the requirements of the Act and should be rejected.

Section 37.10.1 - Description of Service

References: Federal Telecommunications Act of 1996, Sections 251(c)(2).

AT&T requests that GTE provide the ten-digit POTS (plain old telephone service) number for each PSAP (public safety answering point). This is information which GTE has available to it and which AT&T needs in order to provide 911 service to its customers. GTE has agreed to provide the ten-digit POTS number for each PSAP to MCI in the agreement filed with the Public Utility Commission of Texas, Article VII, Section 3.1, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997.

Section 37.10.3.6 - Overflow 911 Traffic

References: Federal Telecommunications Act of 1996, Sections 251(c)(2).

AT&T has proposed that overflow 911 traffic be routed to GTE Operator Services. GTE has not proposed an alternative for handling this emergency overflow traffic. AT&T is concerned that emergency calls be covered and, in the absence of an alternative proposal from GTE, requests that its language be adopted. GTE has agreed to provide this service to MCI in the Texas Agreement. See, Article VII, Section 3.4.5.3, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997.

Sections 38.3.3, 38.3.4 - Trunk Group Architecture and Traffic Routing

References: Federal Telecommunications Act of 1996, Sections 251(c)(2).

AT&T's language covers the Parties' responsibilities when tandem switching or tandem-to-tandem switching is used during interconnection. GTE has not provided alternative language nor has it informed AT&T why it objects to this language. AT&T's language should therefore be accepted.

Sections 38.4, 38.4.1, 38.4.4 - Signaling

References: Federal Telecommunications Act of 1996, Sections 251(c)(2).

AT&T's language describes signaling interconnection and provides clarity as to the subject of this Section. Further, AT&T uses the term "Telephone Exchange Service" which is defined in the Act while GTE proposes the term "local" which is not defined. Finally, AT&T proposes a method for charging for CCIS signaling and GTE has not proposed an alternative. AT&T's language serves to reduce uncertainty in the implementation of the Agreement and therefore should be accepted.

Section 39.2.4 - Trunk Group Architecture and Traffic Routing

References: Federal Telecommunications Act of 1996, Sections 251(c)(2).

The AT&T proposed language addresses the use of GTE's tandem switches and, similar to Section 38.3.3, requires that traffic going through a GTE tandem be subtended to an End Office Switch.

PART V: PRICING

Section 43.3.5 - Interconnection

References: Arbitration Order 97-0064, pp. 123-124.

GTE has proposed that the party terminating a toll call through interim number portability provisions will only receive a portion of the applicable access charges. AT&T understands the Commission's Order to require that the terminating company receives all, not just a portion of, the applicable access charges.

Sections 43.3.6.4-43.3.6.6 - Transiting Traffic

References: Federal Telecommunications Act of 1996, Section 251(c)(2); FCC First Report and Order, Paras. 173 and 198.

AT&T's proposal concerns the payment of compensation when traffic originates or terminates on a third party's network. These arrangements are required for interconnection. GTE has agreed to AT&T's proposed language in Section 43.3.6.3. This provision requires AT&T to compensate GTE for transporting AT&T customer originated traffic to a third party at the rate GTE will pay to the third party for termination of the traffic. This permits GTE to be made whole as the transiting carrier. AT&T's proposed language in 43.3.6.4, to which GTE will not agree, simply requests that GTE likewise compensate AT&T for terminating traffic originated on the third party's network at the rate the third party will pay GTE.

ATTACHMENT 2

GTE must provide Unbundled Network Elements as ordered by this Commission and the FCC. Attachment 2, as proposed by AT&T, describes all the facilities, functions, features and capabilities properly associated with those elements and otherwise specifies what AT&T will receive in exchange for the price it pays. The remaining disputed language concerns primarily technical definitions, responsibilities for testing, operational procedures necessary for implementation, and pricing disputes.

Sections 4.2.1.3 and 4.2.1.30 - Repair Services, Voice Mail and Messaging Services

References: Arbitration Order 97-0064, pp. 87-91; Federal Telecommunications Act of 1996, Section 252(c)(3); FCC First Report and Order, ¶412.

AT&T requests that, when AT&T leases a GTE switch, GTE provide routing of AT&T customer calls to AT&T's designated platform, including repair services and voice mail services and messaging services. AT&T has also requested that GTE provide the interfaces required for Voice-Mail services. The FCC Order (¶412) defines the switching element as including "any technically feasible customized routing functions." GTE argues that

customized routing is only required for operator services and directory assistance. This narrow interpretation is not supported by the Act or FCC Order. GTE has agreed to provide the requested routing and voice mail interfaces to MCI in the Texas Agreement. See, Article VI, Sections 7.2.2.1.16, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997.

Sections 4.2.1.4; 4.2.1.6; 4.2.1.9; 11.7.1.3; 11.7.2.1; 12.2.15; 12.3.5

References: Arbitration Order 97-0064, pp 24-38, pp 87-91, pp 99-108, Federal Telecommunications Act of 1996, Section 252(d).

An overarching issue between AT&T and GTE concerns cost recovery. AT&T is willing to pay for services, interconnection and network elements as determined by GTE's costs pursuant to § 252(d) of the Act and this Commission's Arbitration Order. Prices should be cost-based and competitively neutral. Throughout the Agreement, GTE insists that AT&T agree to pay for costs up front, before the real costs are known, and that AT&T should bear the cost for changes that benefit others, including GTE. GTE's pricing proposals are contrary to the Commission's order regarding pricing and cost recovery procedures.

Section 4.2.1.28 - Customized Routing of Operator Services

References: Arbitration Order 97-0064 pp. 87-91; Federal Telecommunications Act of 1996, Sections 251(b)(3) and 251(c)(3).

GTE is required to provide customized routing for Operator Services. While the parties have agreed upon language for customized routing to Directory Assistance, GTE disputes essentially the same proposed AT&T language. In addition, GTE's proposed language places the entire costs of implementing such routing upon AT&T, contrary to the Commission's Order.

Sections 5.1.2 and 5.1.2.15 - Customized Operator Services
Sections 6.1.1 and 6.2.2. - Customized Directory Assistance

References: Arbitration Order 97-0064, pp. 78-79; Federal Telecommunications Act of 1996, Section 251(c)(2) and (c)(3); FCC First Report and Order, Para. 971; 47 C.F.R. Sec. 51.613(c).

GTE has proposed language that places unacceptable restrictions on AT&T's right to obtain AT&T branded or unbranded Operator and Directory Assistance Services from GTE. GTE requires that AT&T agree to use GTE's services *exclusively for the entire term* of the Agreement. Such a restriction is anti-competitive and would prevent AT&T from providing its own services or from contracting with a third party at a later date. The parties also are in disagreement with regard to the provisions regarding cost recovery. AT&T has proposed text which properly reflects the Commission's order. GTE, however, seeks to recover all of its

costs for implementation from AT&T without regard to benefits conferred on other parties, including GTE.

Sections 8.2.10, 8.2.11 and 8.2.12

References: Federal Telecommunications Act of 1996, Section 252(c)(3).

AT&T has proposed technical requirements for dedicated transport and has requested that the transport system be designed according to AT&T specifications. Since this type of transport will be dedicated to AT&T's use, and AT&T alone will be paying for it, AT&T should be permitted to specify its requirements. Further, AT&T has requested that GTE provide AT&T with physical access to the Point of Termination at all times. GTE states that it cannot provide such access to AT&T, however, GTE has agreed to provide it to MCI. See Article VI, Section 9.2.8, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997, with the Public Utility Commission of Texas.

Section 11.3.2.11

References: Federal Telecommunications Act of 1996, Section 252(c)(3).

AT&T has requested that GTE maintain customer data kept in the Line Information Data Base ("LIDB") when a customer changes its local service provider so that the customer's service will not be interrupted. GTE states that it cannot do this for line based calling card numbers; however, GTE has agreed to do this for MCI. See Article VI, Section 12.4.2.7.5, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997, with the Public Utility Commission of Texas.

Sections 11.7.1.3 - Testing; 11.7.2.1 - Technical Support; 12.2.15 - Performance Data

References: Federal Telecommunications Act of 1996, Section 252(c)(3).

GTE refuses to provide testing, technical support and performance data for the AIN Database element unless AT&T agrees to pay all costs for such support. These costs are included in the price of the element under TELRIC. GTE should not be permitted double recovery of costs.

Section 12.3.4 - Tandem Switching

References: Federal Telecommunications Act of 1996, Section 252(c)(3).

AT&T's language clarifies that, when AT&T leases a tandem switch from GTE, the tandem switch will record and keep records of traffic for billing purposes. GTE's proposed language concerns meet point billing for interconnection, which is already covered in Attachment 6C and is not relevant in this context where AT&T is leasing the tandem switch as an unbundled network element.

Section 13.1 - Cooperative Testing

References: Federal Telecommunications Act of 1996, Section 252(c)(3).

AT&T's proposed language permits it to accept or reject any network element if testing reveals that the element does not meet the technical requirements specified in the Agreement. GTE proposes that only specially designed elements be tested, thereby denying AT&T the ability to enforce the technical requirements for any standard element. GTE's proposed addition of the word "designed" should be rejected. GTE has agreed to testing all elements for MCI. See Article VI, Section 19.1, MCI-GTE Joint Interconnection Agreement, filed January 17, 1997, with the Public Utility Commission of Texas.

Section 13.5 - SS7 Network Interconnection

References: Federal Telecommunications Act of 1996, Section 252(c)(3).

AT&T has proposed a definition of SS7 Interconnection which would enable a uniform understanding for purposes of implementing the Agreement. GTE's definition would restrict AT&T to an intraLATA connection with the result that AT&T would need to deploy a switch in each LATA in which a GTE STP is located in order to connect to the GTE databases. This is an onerous requirement which is not supported by concerns of technical feasibility. The AT&T definition should be accepted.

ATTACHMENT 3

Section 2.1.1, Section 2.2.15 - Collocation

References: Arbitration Order 97-0064, pp. 126-131, pp. 145-146; Federal Telecommunications Act of 1996, Section 251(c)(6); FCC First Report and Order, Para. 611.

GTE proposes that its federal and state collocation tariff terms govern the provision of collocation to AT&T. The Federal Telecommunications Act of 1996 and the FCC's Order make it clear that the requesting carrier (in this instance AT&T) has the choice of either negotiating an interconnection agreement pursuant to Sections 251 and 252, or of taking tariffed interstate service under the tariffs filed pursuant to the FCC's expanded interconnection rules. AT&T has clearly elected to take collocation under the terms of the Agreement that is the subject of this arbitration. GTE seeks to impermissibly impose superceding terms on the provision of collocation services through its federal tariff as well as through a state tariff which has yet to be filed.

Section 2.2.1.1 - Access to Existing Space

References: Arbitration Order 97-0064, pp. 126-131; Federal Telecommunications Act of 1996, Section 251(c)(6); FCC First Report and Order, Para. 611.

AT&T has proposed language which implements the Commission's Order that GTE may not reserve space for itself upon terms that are more favorable than that it makes available to other carriers. GTE has proposed language that would permit it to reserve space for future use, including offices, filing, etc., while denying such space to AT&T for collocation purposes. GTE proposes that only when it reserves space for telecommunications equipment use do the nondiscrimination rules come into effect.

Sections 2.2.3; 3.6.2; 3.6.3 - GTE Escorts

References: Arbitration Order 97-0064, pp. 126-131; Federal Telecommunications Act of 1996, Section 251(c)(6).

AT&T objects to GTE's requirement that AT&T pay for a GTE escort service when there is no limitation on when an escort may be required or how much will be charged to AT&T for the escort. AT&T has proposed to GTE that it pay for escorts provided outside normal office hours and only when the escort is required to ensure the engineering integrity of the GTE facility. GTE claims that an escort is necessary in order for GTE to determine whether AT&T has obtained the necessary municipal approvals. AT&T's obligation in this respect is covered under the agreed language at Section 3.5.1 in which AT&T undertakes to provide evidence to GTE of such approvals prior to placing an Attachment. GTE further claims that it needs to supervise AT&T's work to ensure that it is done in a "safe and correct" manner. This supervision is something other than an escort service and is not warranted. AT&T undertakes throughout this Agreement to comply with applicable laws and to indemnify GTE for damages caused by negligent conduct.

Section 2.2.4 - Collocated Equipment

References: Arbitration Order 97-0064, pp. 126-131; Federal Telecommunications Act of 1996, Section 251(c)(6); FCC First Report and Order, ¶579.

Although AT&T disagrees with the Commission's order regarding the collocation of equipment, AT&T has proposed language which incorporates the ruling that enhanced services equipment and switching equipment are not required to be collocated. GTE objects to AT&T's language because it does not include a specific prohibition of the collocation of remote switching modules. Remote switching modules serve interconnection purposes, particularly with regard to the quality of transmission when digital loop carrier is used. Cascading of such transmissions was not intended and results in poor quality of transmission. AT&T's language is consistent with the Commission's Order and the FCC Order (¶579)

which permits the collocator to choose the type of equipment to be collocated provided that it is "used for the purpose of interconnection or access to unbundled network elements."

Section 2.2.14 - Advance Notice of Nonemergency Work

References: Arbitration Order 97-0064, pp. 126-131; Federal Telecommunications Act of 1996, Section 251(c)(6); FCC First Report and Order, Para. 611.

Both parties are in agreement that GTE should provide AT&T with advance notice of work to be performed in the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment, when that work is, or potentially may be, service affecting. The parties cannot agree on the number of days. GTE wishes to provide minimum notice of one (1) business day. AT&T seeks advance notice of five (5) business days, which would permit it to take any action required to secure its equipment, make preparations to seek an alternate way to provide service to its customers or prepare to notify them of a potential outage.

Section 2.2.15 - Construction of Collocated Space

References: Arbitration Order 97-0064, pp. 126-131; Federal Telecommunications Act of 1996, Section 251(c)(6).

GTE proposes that it construct AT&T requested collocation space, not according to AT&T's request, but according to its standard tariffs. GTE's tariff provisions have not been negotiated and may be changed unilaterally by GTE. AT&T has agreed to comply with applicable (health, safety and environmental) laws and to pay GTE for additional work beyond that required to construct the GTE standard collocation space. AT&T's language is fair to both parties and should be accepted.

Section 2.2.23.3.8 - Documentation

References: Arbitration Order 97-0064, pp. 126-131; Federal Telecommunications Act of 1996, Section 251(c)(6); 47 C.F.R. Sec. 51.323(j).

AT&T has elected to negotiate rates, terms and conditions concerning the provision of collocation services from GTE. As part of the provision of these services AT&T has requested that GTE provide documentation of bids for any work being done on AT&T's behalf. This is reasonable since AT&T has agreed with GTE that GTE shall perform this service on behalf of AT&T - rather than AT&T undertaking this work itself as permitted by the FCC Rules. 47 C.F.R. 51.323 (j) provides that "[A]n incumbent LEC shall permit a collocating telecommunications carrier to subcontract the construction of physical collocation arrangements with contractors approved by the incumbent LEC, provided, however, that the incumbent LEC shall not unreasonably withhold approval of contractors."

Sections 3.1.1; 3.1.4; 3.1.4.1; 3.1.6; 3.1.7; 3.1.8; 3.2.2; 3.2.5; 3.4.1; 3.4.3; 3.5.1; 3.5.3; 3.6.7; 3.7.2.2; 3.9; 3.10; 3.11.2; 3.12; 3.13; 3.17 - Facilities

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(b)(4).

AT&T seeks a broader definition of the term "facility" than does GTE. AT&T seeks to piggyback along the distribution networks owned or controlled by GTE - which is broader than just rights-of-way, conduits, ducts and poles. AT&T's definition would also cover such pathways as entrance facilities, cable vaults, telephone closets, equipment rooms, risers, and other similar passageways. This is consistent with the FCC First Report and Order, Para. 1185 in which the FCC recognized that "The intent of Congress in section 224(f) was to permit cable operators and telecommunications carriers to "piggyback" along distribution networks owned or controlled by utilities. . . ." In connection with GTE's more restrictive definition of facilities, it has proposed a restrictive definition of "Structure" as well. AT&T and GTE have agreed upon contractual terms which recognize the Commission's direction that access to such ancillary pathways will be decided on a case by case basis. Adoption of GTE's definition of Facilities and Structure would be contrary to the Commission's direction that such access be given to ancillary pathways.

Section 3.2.3 - General Duties

References: Arbitration Report, pp. 138-144; Federal Telecommunication Act of 1996, Sections 224 and 251(b)(4); FCC First Report and Order, Para. 1185.

AT&T has proposed a provision that would require GTE to consider AT&T's access needs when negotiating with landowners. AT&T's provision is required in order to assure that a new competitor will be able to access the pathways needed to reach its customers. This is consistent with the FCC First Report and Order, Para. 1185, in which the FCC stated that the intent of Congress in Section 224 was to permit telecommunications carriers to "piggyback" on networks owned or controlled by utilities.

Sections 3.4.2, 3.4.3 - Advance Payment

References: Arbitration Order 97-0064, pp. 138-144 Federal Telecommunications Act of 1996, Section 251(c)(6).

GTE proposes that AT&T prepay the first year's rent before it will honor AT&T's request for space on poles, ducts and conduits. Such a large prepayment is not commercially reasonable and is not justified by any objective financial credit risk. GTE's language should be rejected.

Section 3.5.3 - Attachments

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(c)(6).

AT&T requests a period of 120 days to remove its Attachments from GTE's poles. This is a reasonable period of time, and was previously agreed to by GTE. AT&T will continue to pay rent while the Attachments are in place. GTE has not explained why it needs a shorter period of time for removal.

Sections 3.6.2 and 3.6.3 - GTE Escorts

See discussion at Section 2.2.3.

Section 3.6.5 - Inner Ducts

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(b)(4).

AT&T's proposed language provides that GTE would not reserve more than one inner duct in any conduit cross section for emergency/maintenance purposes and that where only two inner ducts remain available (including an emergency spare), GTE would offer AT&T the use of at least one inner duct. This is a reasonable request which prevents GTE from hoarding spare facilities to the detriment of competing carriers.

Section 3.7 - Sharing Rights of Way

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(b)(4).

AT&T proposes language which would enable it to share in rights of way granted to GTE by third parties, unless there is an express restriction contained in the third party easement which would prohibit sharing. GTE should be required to make additional capacity available to AT&T. The language proposed by AT&T recognizes the fact that such spare capacity may come from rights granted by third parties.

Section 3.11.1 - Charges for Unauthorized Attachments

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(b)(4).

AT&T will dismantle at its own costs any unauthorized attachments it makes. The provisions sought by GTE are simply penal and discriminatory since they bear no relation to any damage that GTE might suffer.

Section 3.13 - Modifications to Facilities

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(b)(4); FCC First Report and Order, Paras. 1211-1212; 47 C.F.R. Sec. 1.1416.

AT&T's language seeks to implement the FCC's determination concerning when a party benefits from a modification of a facility on which it has an attachment and when the party with an attachment need not bear the costs of the modification. This clarification is necessary here because the word "benefits from" as used by GTE could have many different interpretations. AT&T's language tracks the following section of the FCC First Report and Order. "We recognize that limiting cost burdens to entities that initiate a modification, or piggyback on another's modification, may confer incidental benefits on other parties with preexisting attachments on the newly modified facility. Nevertheless, if a modification would not have occurred absent the action of the initiating party, the cost should not be borne by those that did not take advantage of the opportunity by modifying their own facilities. Indeed, the Conference Report accompanying the passage of the Federal Telecommunications Act of 1996 imposes cost sharing obligations on an entity "that takes advantage of such opportunity to modify its own attachments." This suggests that an attaching party, incidentally benefiting from a modification, but not initiating or affirmatively participating in one, should not be responsible for the resulting cost. Para. 1213. The FCC Order is also implemented in Section 1.1416 of the implementing Rules, reproduced below.

§ 1.1416 Imputation of rates; modification costs.

"(b) The costs of modifying a facility shall be borne by all parties that obtain access to the facility as a result of the modification and by all parties that directly benefit from the modification. Each party described in the preceding sentence shall share proportionately in the cost of the modification. A party with a preexisting attachment to the modified facility shall be deemed to directly benefit from a modification if, after receiving notification of such modification as provided in subpart J of this part, it adds to or modifies its attachment. Notwithstanding the foregoing, a party with a preexisting attachment to a pole, conduit, duct or right-of-way shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another party. If a party makes an attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered possible the added attachment."

In addition, GTE has reversed its previous agreement to give AT&T 60 days notice of proposed modifications or alterations of poles, and is seeking that AT&T accept 30 days notice. The FCC found that sixty days notice is reasonable unless otherwise agreed by the parties, and AT&T does not so agree. First Report and Order, Para 1209.

Section 3.14.1 - Default

References: Arbitration Order 97-0064, pp. 138-144; FCC First Report and Order, Para. 10.

The GTE language would permit GTE to unilaterally terminate the Interconnection Agreement based upon GTE's subjective determination that AT&T is in default on a payment. GTE should be required to first submit any dispute to the alternative dispute resolution procedures. AT&T's proposed language regarding default is in accordance with the parties agreement found in Section 3.4 of the General Terms and Conditions.

Section 3.15 - Termination of Section 3 by AT&T

References: Arbitration Order 97-0064, pp. 138-144; Federal Telecommunications Act of 1996, Section 251(c)(6).

AT&T requests a period of 120 days to remove all of its attachments from GTE's poles. This is a reasonable period of time considering the number of attachments which may need to be removed. Further, AT&T will continue to pay rent while the attachments are in place. GTE has not explained why it requires a shorter period of time for removal.

ATTACHMENT 8**Section 3.7 - 911 Requirements for Interim Number Portability**

References: Arbitration Order 97-0064, pp. 117-123.

AT&T has proposed that when a number is ported, that the ported number be included in the 911 database. This is necessary because the AT&T subscriber records are tied to the ported number. GTE proposes to use the shadow number which will not tie directly back to the AT&T customer. GTE has also proposed a verification fee, without specifying the rate or what costs the rate covers.

ATTACHMENT 9**Section 2.1, - Revenue Protection**

References: Arbitration Order 97-0064, pp. 99 - 114.

GTE has agreed to these disputed provisions in previous filings for Michigan and Hawaii. GTE has offered no explanation for its dispute in the contract to be filed in Florida. AT&T is requesting nothing more than GTE provides for itself.

ATTACHMENT 11

"Interconnection." AT&T proposes the definition used in the Telecommunications Act. GTE has not explained why it disagrees or proposed an alternative.

"LSR." AT&T provides a specific definition for Local Services request form, whereas GTE only references Section 25.1.1 of the Agreement, which Section refers to, but does not define, the use of the form. Given that the Parties agree that "LSR" is a specified term in the Agreement which should be defined, AT&T's language, which provides specific definition, should be approved.

"MECAB and "MECOD." The Parties have agreed on the bulk of these defined terms, the dispute being only AT&T's inclusion of a definition for the acronym "OBF." Because AT&T's definition of "OBF" in this term simply mirrors the definition of "OBF" as agreed to by the Parties in the Agreement, AT&T's language should be approved.

"Real-Time." AT&T's definition ensures that the electronic interface to be provided by GTE will provide system to system communications on a real-time basis, meaning a response in seconds.

"Service Order." Again, AT&T provides a definition of the term, whereas GTE merely refers to Section 29.5, which Section does not purport to define the term. AT&T's specific definition is preferable and should be approved.

"Work Locations." AT&T's proposed definition would have the effect of limiting the term to only apply to GTE-owned real property. GTE attempts to make certain provisions of the Agreement reciprocal by defining the term to include real property owned by either Party. GTE's expansion of the term to include AT&T-owned property is insupportable.

For example, in Section 7, both Parties agree to abide by the applicable laws as defined in the Agreement as they relate to "work locations." It makes no sense, however, that AT&T would be making such a representation with relation to real property AT&T owns, as it is very unlikely that GTE will be using AT&T real property to provide the services GTE is to provide to AT&T. Moreover, GTE's definition would limit a "work location" to only real property which GTE has the right to use or does use for the purpose of providing telecommunications services. Again, this limitation is unduly narrow and may exclude property that AT&T will be properly entitled to access for the purpose of obtaining services under the Agreement. AT&T's proposed language, which places the appropriate emphasis on GTE's obligations to provide services under the Agreement, should be approved.

ATTACHMENT 14

The Parties have some outstanding areas of disagreement with regard to implementation in the contract of the Commission's pricing directives.

Appendix 1 - Local Service Resale

Appendix 1, Annex 2--Summary of Wholesale Charges

The parties are in disagreement with regard to the types of services to which the wholesale rates apply. AT&T believes that all telecommunications services offered at retail, except as restricted by the Commission's order, are available. GTE seeks language that would limit such services to tariffed services. AT&T in response has proposed that Appendix 1 include language that makes it clear that contract services are also subject to the wholesale discounts.

Appendix 2--Unbundled Network Elements

GTE has proposed language stating that certain non-recurring charges will be provided following review of GTE cost data. This may be appropriate, but AT&T is unable to find support in the Commission's Order for the proposed additional charges. AT&T is continuing to review the proposed change and will inform the Commission if the matter is resolved.

Appendix 3, Annex 1--Collocation

GTE has proposed additional language which may be correct, but AT&T is unable to find support in the Commission's Order for the revisions. AT&T is continuing to review the proposed changes and will inform the Commission if the matter is resolved.

Appendix 4, Annex 1--Prices for Reciprocal Compensation

The parties have been unable to resolve the appropriate charges for transiting traffic. AT&T is reviewing GTE's proposal and will inform the Commission if the matter is resolved.

Appendix 6, --Prices for Trunking Interconnection

GTE has proposed language stating that certain non-recurring charges will be provided following review of GTE cost data. This may be appropriate, but AT&T is unable to find support in the Commission's Order for the proposed additional charges. AT&T is continuing to review the GTE proposal and will inform the Commission if the matter is resolved.

Appendix 8 - Rights-of-Way, Conduits, Ducts, and Pole Attachments

AT&T has proposed that the Commission will determine the appropriate rates upon the filing by GTE of the appropriate TSLRIC cost studies. GTE disagrees, and apparently intends to charge AT&T rates unilaterally determined by GTE. The parties are also in disagreement

with regard to AT&T's ability to obtain refunds if GTE tells AT&T a route is available, and subsequently determines that the route is not available. AT&T has proposed language that makes it clear that AT&T will not be required to pay GTE in that case and, in addition, requires GTE to reimburse AT&T for any prepayments, such as the first year's rent. GTE seeks to put the burden upon AT&T of determining if a route is available. All of the procedures and information with regard to route availability are under the control of GTE. See Attachment 3, Section 3.4. GTE's improper placing of the burden on AT&T with regard to payment should be rejected.

ATTACHMENT 15

References: Arbitration Order, pp. 123-124; Federal Telecommunications Act of 1996 Section 251(1), 251(b)(5), Section 252(c)(2)(D).

Attachment 15 addresses issues regarding how the flow of calls between the parties will be handled for reciprocal compensation purposes.

While AT&T and GTE agree in most respects regarding the terms of Attachment 15, in one important area, they do not. AT&T will not agree to the imposition of any charges other than those ordered by the Commission. GTE has proposed that access charges and other surcharges be included in the compensation in addition to that ordered by the Commission.

The additional compensation sought by GTE is contrary to the Commission's decision that such access charges will not be imposed. AT&T's language properly reflects the Commission's decision and should be adopted.

CERTIFICATE OF SERVICE

DOCKET NO. 960847-TP and 960980

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand-delivery to the following parties of record this 17th day of February, 1997:

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Tracy Hatch

DOCKET NO. 16355

PETITION OF MCI	§	BEFORE THE
TELECOMMUNICATIONS	§	
CORPORATION AND ITS AFFILIATES,	§	
INCLUDING MCIMETRO	§	PUBLIC UTILITY COMMISSION
ACCESS TRANSMISSION SERVICES,	§	
INC., FOR ARBITRATION PURSUANT	§	
TO SECTION 252(b) OF THE	§	OF TEXAS
TELECOMMUNICATIONS ACT OF 1996	§	

**APPLICATION OF MCI TELECOMMUNICATIONS CORPORATION AND ITS
AFFILIATES, INCLUDING MCIMETRO ACCESS TRANSMISSION SERVICES, INC.,
FOR APPROVAL OF INTERCONNECTION AGREEMENT**

NOW COMES MCI Telecommunications Corporation, MCImetro Access Transmission Services, Inc. and their other affiliates (collectively referred to as "MCIm"), and pursuant to 47 U.S.C. § 252 and 16 T.A.C. § 22.309, files this application for approval of their Interconnection Agreement arrived at through compulsory arbitration GTE Southwest, Inc. (GTE) and MCIm. In support thereof, MCIm shows as follows:

I. INTRODUCTION

The approval of an interconnection agreement between a new entrant into the local exchange market and the incumbent local exchange carrier is the last step in the process under the federal Telecommunications Act of 1996 ("FTA") designed to bring competition and choice to the provision of local exchange service. MCIm sent its formal request to begin negotiations to GTE on April 3, 1996, and filed for compulsory arbitration on August 27, 1996. Because no formal agreement was reached through negotiations between MCIm and GTE prior to the arbitration proceeding, MCIm filed for arbitration on all issues material and relevant to the development and implementation of an interconnection agreement. During the arbitration, MCIm and GTE were able to agree on a number of issues, but the arbitration decided the bulk of the issues between the parties.

DOCUMENT NUMBER-DATE

01726 FEB 17 96

FPSC-RECORDS/REPORTING

On December 12, 1996, the Commission released its Arbitration Award ("Award"). Under the Award, MCIIm was to have filed an interconnection agreement between itself and GTE on January 13, 1997. However, although the parties negotiated diligently, that deadline could not be achieved. The Commission granted an extension of time to file the Interconnection Agreement until January 17, 1996. A complete and unredacted copy of that Interconnection Agreement is attached to this Application as Exhibit 1. The agreement must, and does, meet the standards of Section 252(e) of the FTA.¹ Also attached to this Application as Exhibit 2 is a copy of the Award.

The parties to the Interconnection Agreement are:

MCIImetro Access Transmission Services, Inc.
701 Brazos Street, Suite 600
Austin, Texas 78701
512-495-6841

Contact: Alfred R. Herrera

GTE Southwest, Inc.
816 Congress, Suite 1500
Austin, Texas 78701
512-370-4231

Contact: Daniel R. Castro

II. DISCUSSION

MCIIm and GTE have spent literally thousands of man-hours negotiating an interconnection agreement based on the Award and the stipulations which came out of the arbitration and considerable progress was made. However, despite the parties' best efforts, the Interconnection Agreement which is attached to this application for approval is not fully agreed. This is not a result of a lack of diligence on MCIIm's part. Nor is it the result of the failure to fully review and explore any issue. All sections of the agreement were reviewed and discussed by teams of negotiators for both sides in an attempt to reach agreement. The simple truth is that without further guidance from the

¹MCIIm considers the entire agreement to have been derived from the arbitration conducted by the Commission. First, MCIIm and GTE had not agreed on any contract language for Texas prior to the beginning of the arbitration process. MCIIm filed for arbitration on each and every material and relevant issue. Second, while it is true that portions of the agreement arise from stipulations between the parties, those occurred in the context of the arbitration hearings and were, tacitly at least, approved by the PUC in that hearing and attached to the award.

Commission, either by way of interpretation of the relevant law and/or the Award, or by way of deciding an issue for the parties, MCIm believes it is very unlikely that full agreement can be reached between itself and GTE.²

The attached Interconnection Agreement is thus coded for the Commission's convenience in reviewing the provisions of the Agreement. All portions of the agreement which are agreed to between the parties are shown in normal typeface. All portions of the agreement which derive directly either from the Award (that is, track the language of the Award either verbatim or very closely), or from stipulations entered into as part of the arbitration process, are in *italics*. All language where there is disagreement between MCIm and GTE has been shown in **bold**.³

The disagreements between MCIm and GTE involve provisions of the agreement which both were and were not listed on the relevant decision point list ("DPL") during the arbitration hearing. As to those which were listed, MCIm asks the Commission to approve MCIm's contract language as consistent with the intent of the Award. MCIm believes the provisions contained in the attached Interconnection Agreement fully capture the Award and are compliant with the applicable law.

As to those which were not listed, MCIm nonetheless requests that the Commission resolve the dispute by approving the language contained in the attached Interconnection Agreement. MCIm requests that the Commission not simply remove

²Because the contract is not fully agreed to by the parties, MCIm did not seek to attach an affidavit from itself and GTE explaining how the agreement is in the public interest and otherwise complies with applicable law. Nevertheless, MCIm fully believes that the attached Interconnection Agreement is in full compliance with all applicable law and is in the public interest.

³There is overlap, of course, between provisions which were arbitrated and which were stipulated, and which were agreed to as a result of an arbitration award or as a consequence of one agreement or another. In this sense, many of the provisions of the Interconnection Agreement contain language which could be characterized under all three divisions.

those provisions from the contract and send the parties back to the negotiating table.⁴ In order for these disagreements to be resolved, the Commission must act.

Section 22.309(c) of the PUC's procedural rules allows the Commission to "conduct whatever proceeding it deems necessary in order to review the arbitrated agreement, including, but not limited to, authorizing a presiding officer to conduct an expedited contested case hearing." This rule thus contemplates further proceedings beyond the arbitration hearing.⁵ The wisdom of this rule is that it allows the Commission, as part of an existing arbitration, to deal with persistent problems that the parties are unable to decide by negotiation. The Commission has the benefit of the entire record developed in the consolidated proceedings if it acts now to decide the several issues that persist between MCI and GTE. Rather than strictly limit its decisions to the issues decided in the arbitration which appeared on the DPL, MCI requests the Commission to follow the spirit, if not the letter, of its own rules and undertake to decide the remaining issues between the parties. MCI does not believe that an actual contested case is needed to decide these issues; they may almost certainly be decided on the existing record.⁶ Indeed, MCI believes that most of the vexing issues are matters of legal interpretation which the Commission may undertake without an evidentiary hearing.

⁴MCI is aware of the action of the Commission in entering its *Order Approving Interconnection Agreement* in the AT&T case, PUC Docket No. 16226. MCI is in a different posture. First, MCI filed an interconnection agreement with the Commission as part of the arbitration and put at issue each provision thereof. In the absence of GTE having shown that the contract is unreasonable, that contract should act as the default agreement between the parties since its filing by MCI established a prima facie case on behalf of MCI as petitioner. This result, not an interconnection agreement with gaps and holes, is the result that should obtain for MCI. Second, the use of the DPL system should not result in a waiver of the ability to raise issues at this time. To that end, MCI stated several times on the record its intent not to waive on such issues, and to reserve the right to raise additional issues. This is consistent with the Commission's own rules which contemplate the taking of additional evidence, as well as resolving issues of legal interpretation. See 16 T.A.C. § 22.309(c).

⁵Chairman Wood recognized the distinct possibility that further proceedings might be necessary as the parties worked through the Award and got into the details of the interconnection agreement when he noted during the arbitration proceeding that a "mini-arbitration" might be required to settle newly discovered issues.

⁶Even if additional evidence is needed, it will be very specific, and hopefully not at all voluminous.

On this latter point, MCIIm would note that while it would be a relief to all involved if MCIIm and GTE could come to complete agreement on these issues, where the interpretation of a statute or Commission order is at issue, it is unrealistic to believe that either party will yield to the other where legitimate differences of legal opinion exist. The simple business reality is that both parties must have a definitive answer from the Commission before either can act. Stated another way, until the parties have a firm understanding of the legal framework within which they will operate and the responsibilities and options provided by that framework, they cannot comfortably decide issues which will fundamentally impact on how they do business into the next century.

Finally, without the Commission's help in resolving the remaining disagreements between MCIIm and GTE, there may not be a complete and fully operational interconnection agreement in place for many months. Many of the disagreements between MCIIm and GTE are over provisions which are necessary for MCIIm to have parity with GTE in the provision of service. If the disagreed provisions are simply deleted from the contract, then MCIIm will be at a competitive disadvantage to GTE and other LSPs which do not suffer from such a handicap and be subject to possible discriminatory treatment by GTE. This circumstance is not what Congress contemplated under the FTA. It is within the Commission's power to decide these issues in this proceeding and MCIIm requests it do so and approve the language contained in the attached Interconnection Agreement.

Any delay in the execution of a complete interconnection agreement inures to the benefit of GTE and delays competitive choice for Texas consumers. MCIIm is trying to limit the issues which need to be litigated. But in an agreement as complex and as important to both parties as this one, it should not be surprising that there may be significant sticking points even at this time. They need to be resolved so that competition can start in Texas as envisioned by Congress in the FTA.

In conclusion, MCIIm believes that the attached Interconnection Agreement is fully consistent with the public interest in furthering local competition in Texas and complies with both the Award and the relevant provisions of the FTA, including §§ 251 and 252 and it should be approved in its entirety so that MCIIm may begin to provide telecommunications choice to Texas consumers in GTE's certificated service areas.

III. PRAYER

WHEREFORE, PREMISES CONSIDERED, MCIIm prays the Commission to approve the attached Interconnection Agreement and find that it is consistent with the Award and applicable law. To this end MCIIm further prays the Commission to resolve all disputes between MCIIm and GTE and to conduct such proceedings pursuant to its procedural rule 22.309(c) as the Commission may find are necessary or convenient to the resolution of these issues. Finally, MCIIm prays for such additional relief as it may show itself to be justly entitled.

Respectfully submitted,

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ATTORNEYS FOR
MCIMETRO TRANSMISSION ACCESS
SERVICES, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **APPLICATION OF MCI TELECOMMUNICATIONS CORPORATION AND ITS AFFILIATES, INCLUDING MCIMETRO ACCESS TRANSMISSION SERVICES, INC., FOR APPROVAL OF INTERCONNECTION AGREEMENT** has been served upon GTE's counsel, Mr. Daniel R. Castro, and filed with the Public Utility Commission of Texas, by hand-delivery on this the 17th day of January, 1997.

Alfred R. Herrera

MCImetro-GTE Interconnection Agreement - Texas

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

GTE Southwest Incorporated

AND

MCImetro Access Transmission Services, Inc.

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ARTICLE I

RECITALS

This MCImetro/GTE Interconnection Agreement 1997 (the "Agreement"), effective _____, 1997 (the "Effective Date"), is entered into by and between MCImetro Access Transmission Services, Inc. ("MCIIm"), **on behalf of itself and its Affiliates**, and GTE Southwest Incorporated ("GTE"), to establish the rates, terms and conditions for interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner *for the transmission and termination of calls*, so that subscribers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for MCIIm's use in the provision of exchange access ("Interconnection"); and

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

WHEREAS, MCIIm wishes to purchase on an unbundled basis network elements, ancillary services and functions and additional features ("Network Elements"), separately or in any combination, and to use such services for itself or for the provision of its Telecommunications Services to others, and GTE is willing to provide such services; and

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Public Utility Commission of Texas (the "Commission");

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

ARTICLE II

DEFINITIONS

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

1.1 "911 SERVICE" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.2 "ASR" (ACCESS SERVICE REQUEST) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and GTE for Local Interconnection.

1.3 "ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

1.4 "ACT" means the Communications Act of 1934 as amended.

1.5 "AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to GTE, or the right to control the business decisions, management and policy of another entity.

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

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

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

1.9 "ALI/DMS" (AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

1.10 "ANI" (AUTOMATIC NUMBER IDENTIFICATION) is a feature that identifies and displays the number of a telephone that originates a call.

1.11 "ARS" (AUTOMATIC ROUTE SELECTION) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.12 "BILL AND KEEP" means a compensation arrangement whereby the Parties do not render bills to each other for the transport and termination of traffic specified in Article IV.

1.13 "BUSINESS DAY" shall mean each day Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.14 "BLV/BLI" (BUSY LINE VERIFY/BUSY LINE INTERRUPT) means 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.

1.15 "CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-

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OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

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

1.17 "CLLI CODES" means Common Language Location Identifier Codes.

1.18 "COLLOCATION" means the right subject to Article IX of MCI to place equipment in GTE's central offices or other GTE locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, MCI obtains dedicated space to place and maintain its equipment. With virtual collocation, the GTE will install and maintain equipment that MCI provides to GTE.

1.19 "CPN" (CALLING PARTY NUMBER) is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

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

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

1.22 "CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

1.23 "CLASS" (Bellcore Service Mark) -- Set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

1.24 "CLEC" means a Competitive Local Exchange Carrier.

1.25 "COMMISSION" means the Public Utility Commission of Texas.

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

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

1.28 "CUSTOM CALLING FEATURES" -- Set of call-management service features available to residential and single-line business subscribers including call-waiting, call-forwarding and three-party calling.

1.29 "DS-1" is a digital signal rate of 1.544 Mbps.

1.30 "DS-3" is a digital signal rate of 44.736 Mbps.

1.31 "DIRECTORY ASSISTANCE DATABASE" refers to any subscriber record used by GTE in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

1.32 "DIRECTORY ASSISTANCE SERVICES" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

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

1.34 "END OFFICE SWITCH" means a Class 5 switch which serves as a network entry point for subscriber and special services loops or trunks.

1.35 "EXCHANGE MESSAGE RECORD" or "EMR" means the standard used for exchange of telecommunications message information among ILECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

1.36 "EIS" (EXPANDED INTERCONNECTION SERVICE) is the collocation arrangement which GTE provides in its designated wire centers.

1.37 "EFFECTIVE DATE" is the date indicated in Article III on which the Agreement shall become effective.

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

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

1.40 "ENHANCED WHITE PAGES" means optional features available for White Pages Directory listings (e.g., bold, all capitals, logos).

1.41 "ENHANCED YELLOW PAGES" means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capital, additional line of text, indented).

1.42 "FCC" means the Federal Communications Commission.

1.43 "FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order in CC Docket No. 96-98 released August 8, 1996.

1.44 "INP" (INTERIM NUMBER PORTABILITY) means the delivery of service provider number portability capabilities through the use of switch-based call routing as described in 47 C.F.R 52.7.

1.45 "IP" (INTERCONNECTION POINT) is a point of demarcation where the networks of GTE and MCIm interconnect for the exchange of traffic.

1.46 "IXC" (INTEREXCHANGE CARRIER) means a provider of interexchange telecommunications services.

1.47 "ISDN" or "Integrated Services Digital Network" means a digital switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.48 "LOCAL EXCHANGE CARRIER" or "LEC" has the meaning set forth in the Act.

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1.49 "LOCAL EXCHANGE ROUTING GUIDE" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

1.50 "LIDB" (LINE INFORMATION DATA BASE(S)) A Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by GTE and other entities and validation for collect and billed-to-third services.

1.51 "LOCAL INTERCONNECTION TRUNK GROUPS" shall mean one or two trunks used for the reciprocal exchange of combined or separate exchange services, local traffic of combined or separate exchange services, local traffic, intraLATA toll and optional EAS traffic, and local transit traffic to third party service providers.

1.52 "MSAG" (MASTER STREET ADDRESS GUIDE (MSAG)) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to GTE.

1.53 "MCI" means MCI Telecommunications Corporation.

1.54 "MCIm" means MCImetro Access Transmission Services, Inc.

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

1.56 "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 ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs. It is published by Bellcore as SRBDS 00983.

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1.57 "MID-SPAN FIBER MEET" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at an IP.

1.58 "NANP" means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

1.59 "NETWORK ELEMENT" means a facility or equipment used in the provision of a telecommunications service including all features, functions and capabilities that are embedded in such facility or equipment.

1.60 "NENA" (NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA)) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

1.61 "NETWORK INTERFACE DEVICE" (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network demarcation point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.

1.62 "NP" (NUMBER PORTABILITY) has the meaning set forth in the Act.

1.63 "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 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.64 "NXX", "NXX CODE", "CENTRAL OFFICE CODE" OR "CO CODE" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP.

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1.65 "POLE ATTACHMENT" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

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

1.67 "PROVIDER" means GTE and "CUSTOMER" means MCIm with respect to those services performed by GTE pursuant to Article IV and any services for resale or unbundled network elements provided by GTE pursuant to Articles V and VI. MCIm shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by MCIm pursuant to Article IV.

1.68 "OPERATOR SYSTEMS" is the Network Element that provides Operator Services and Directory Assistance Services.

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

1.70 "P.01 TRANSMISSION GRADE OF SERVICE (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

1.71 "PLU" (PERCENT LOCAL USAGE) is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

1.72 "PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

1.73 "PSAP" (PUBLIC SAFETY ANSWERING POINT (PSAP)) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered."

1.74 "RATE CENTER" means a specific Rate Center Point and corresponding Rate Center Area associated with one or more particular NPA-NXX Codes that have been assigned to GTE or MCIm for its provision of exchange services. The

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Rate Center Point is identified by a specific V&H coordinate. The Rate Center Area is the geographic area within which GTE or MCIIm will provide exchange services bearing the particular NPA-NXX Codes assigned to a given Rate Center. The Rate Center Point must be located within the Rate Center Area. A Rate Center Point is used to classify end user traffic as toll or local and to calculate mileage for distance sensitive end user rates based on the originating and terminating Rate Center Points.

1.75 "REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.

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

1.77 "RESELLER" is a category of Local Exchange service providers who obtain dial tone and associated telecommunications services from another provider through the purchase wholesale priced services for resale to their end user subscribers.

1.78 "ROW" (RIGHT OF WAY) shall have the meaning set forth in Article X.

1.79 "ROUTING POINT" means a location that GTE or MCIIm has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by GTE or MCIIm that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

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

1.81 "SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the

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telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

1.82 SERVICE CONTROL POINT (SCP) is a specific type of Database Network Element functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provides information necessary to route 800 calls).

1.83 "SUBSCRIBER(S)" is an end user(s) who is not a telecommunications carrier(s).

1.84 "SUBSIDIARY" of a Party means a corporation or other legal entity that is majority owned by such Party.

1.85 "SWITCH" -- See Central Office Switch.

1.86 "SWITCHED ACCESS SERVICE" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access services. Switched access service does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.87 "TANDEM OFFICE SWITCHES" which are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

1.88 "TECHNICALLY FEASIBLE" shall be as described in the Act and the applicable FCC Rules and Regulations as in effect.

1.89 "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 and received.

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

1.91 "TSP" means Telecommunications Service Priority.

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1.92 "WIRE CENTER" means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIS service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

ARTICLE III GENERAL PROVISIONS

1. Provision of Service. This Agreement, which consists of Articles I through XIII and Appendices A through E, inclusive, sets forth the terms, conditions and prices under which GTE agrees to provide to MCIm (a) services for resale and (b) certain unbundled Network Elements, ancillary services and additional features and (c) other services or combinations of such local services, Network Elements, ancillary services and other services for MCIm's own use or for resale to others, and for purposes of offering voice, video, data or telecommunications services of any kind. This Agreement also sets forth the terms and conditions for the interconnection of MCIm's network to GTE's network and the reciprocal compensation for the transport and termination of telecommunications traffic. Unless otherwise provided in this Agreement, and except where not technically feasible in a given area, GTE will perform all of its obligations hereunder throughout its entire service area; provided, however, that GTE shall not be obligated to install facilities in areas not presently served except as otherwise mutually agreed.

2. Combinations. Subject to this Agreement, the Network Elements, ancillary services, local services, or other services provided pursuant to this Agreement may be connected to other Network Elements, ancillary services, local services, or other services provided by GTE or to any Network Elements, ancillary services, local services or other services provided by MCIm itself or by any other vendor. Subject to the requirements of this Agreement, MCIm may, at any time, add, delete, or modify the Network Elements, ancillary services, local services, or other services purchased hereunder or relocate access to the foregoing. GTE will not discontinue any unbundled Network Element or ancillary service during the term of this Agreement without MCIm's consent, except

2.1 to the extent required by network changes or upgrades, in which event GTE will comply with the network disclosure requirements stated in the Act and FCC regulations thereunder; or

2.2 if required or permitted by a final order of a court, the FCC or the Commission as a result of remand or appeal of the FCC Interconnection Order. In the event such a final order allows but does not require discontinuance, GTE may, on 30 days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action. In the event that such new terms are not renegotiated within 90 days after such notice, or if the Parties are unable to agree either Party may submit the matter to the Dispute Resolution Process described in Section 43 of this Article.

3. Term of Agreement; Transition Support

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3.1 The term of this Agreement shall be three (3) years commencing on the Effective Date. The Parties agree to commence negotiations, to be conducted pursuant to Section 252 of the Act, on a new Agreement no less than six (6) months before the end of the three (3) years after this Agreement becomes effective. If MCIm has sought arbitration pursuant to Section 252, this Agreement shall continue in force and in effect unless and until a new Agreement addressing all of the terms of this Agreement becomes effective between the Parties. GTE recognizes that the Network Elements, ancillary services, local services and other services provided hereunder are vital to MCIm and must be continued without interruption, and that MCIm may itself provide or retain another vendor to provide such comparable Network Elements, ancillary services, local services or other services. GTE and MCIm agree to cooperate in an orderly and efficient transition to MCIm or another vendor. GTE and MCIm further agree to cooperate in effecting the orderly transition to MCIm or another vendor such that the level and quality of the Network Elements, ancillary services, local services, and other services is not degraded and to exercise their best efforts to effect a orderly and efficient transition. MCIm shall be responsible for coordinating such transition.

4. Good Faith Performance

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

5. Breach

5.1 In the event of breach of any material provision of this Agreement by either party, the non-breaching party shall give the other party written notice thereof, and:

5.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

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5.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which, adversely affects the non-breaching party's subscribers, the non-breaching party shall give notice of the breach and the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within ten (10) days or within a period of time equivalent to the applicable interval required by this Agreement, whichever is longer, and if breaching party does not, the non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 6.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

5.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach.

5.2 In the event of any termination for material breach GTE agrees to provide for an uninterrupted transition of services to MCIm or another vendor designated by MCIm.

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

5.4 Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act to provide interconnection.

6. Amendments and Modifications. Any amendment, modification, waiver, 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.

6.1 Unless otherwise agreed, any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

7. 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, obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was,

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immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

8. 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.

9. Billing and Payment

9.1 In consideration of the services provided by GTE under this Agreement, MCI_m shall pay the charges set forth in Appendix C. The billing and payment procedures for charges incurred by MCI_m hereunder are set forth in Article VIII.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. Compliance with Laws and Regulations

11.1 All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the effective portions of the "FCC Interconnection Order". Each party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

12. Confidential Information

12.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 12. All Confidential Information (as defined below) which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement. As used herein, Confidential Information shall mean: (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import, (ii) Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC and (iii) information that would reasonably be expected to cause competitive harm if disclosed including, without limitation, orders for services and usage information in any form.

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12.1.1 For a period of ten (10) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. Recipient may disclose Confidential Information to any third party agent or consultant who has need to know in order for Recipient to perform obligations pursuant to this Agreement, provided that such third party agent or consultant must have executed a written agreement comparable in scope to the terms of this Section 12.

12.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

12.1.3 Recipient may disclose Confidential Information (i) if required by law, a court, or governmental agency, or (ii) to any arbitrator, state or federal regulatory body, the Department of Justice or any court, in the conduct of any arbitration, approval or appeal of this Agreement, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

12.1.4 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 12 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 12. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

12.2 CPNI related to MCIm's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be MCIm's proprietary information and may not be used by GTE for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know,

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unless the MCIIm subscriber expressly directs MCIIm to disclose such information to GTE pursuant to the requirements of Section 222(c)(2) of the Act. If GTE seeks and obtains written approval to use or disclose such CPNI from MCIIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, GTE may use or disclose only such information as MCIIm provides pursuant to such authorization and may not use information that GTE has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to GTE's subscribers obtained by virtue of Local Interconnection shall be GTE's proprietary information and may not be used by MCIIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the GTE subscriber expressly directs GTE to disclose such information to MCIIm pursuant to the requirements of Section 222(c)(2) of the Act. If MCIIm seeks and obtains written approval to use or disclose such CPNI from GTE's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, MCIIm may use or disclose only such information as GTE provides pursuant to such authorization and may not use information that MCIIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

12.3 Except as otherwise expressly provided in this Section 12, nothing herein shall be construed as limiting the rights of either party with respect to its subscriber information under any applicable law, including without limitation Section 222 of the Act.

13. Revenue Protection

13.1 GTE shall make available to MCIIm, and the Parties shall work cooperatively with each other to utilize, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. **These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. GTE shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems ("OSS") which include but are not limited to Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, etc.**

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13.1.1 Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error.

13.1.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the party having administrative control of access to said Network Element or operational support system software.

13.1.3 GTE shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud. GTE shall provide soft dial tone where available to allow only the completion of calls to final termination points required by law.

14. Bona Fide Request Process

14.1 MCIm may seek further unbundling of Network Elements or the introduction of new unbundled Network Elements or arrangements from time to time by submitting a request in writing ("Bona Fide Request" or "BFR") to GTE, providing information needed to enable GTE to prepare a preliminary analysis.

14.2 GTE shall acknowledge receipt of the BFR within three business days.

14.3 Unless otherwise agreed to by the parties, or as provided below, within forty-five (45) days of its receipt of a BFR, GTE shall provide to MCIm a preliminary analysis of the BFR, including a price estimate and other information needed for MCIm to authorize development.

14.3.1 If GTE determines that it cannot offer access to the Network Element, it shall provide a detailed explanation of why access to the Network Element is not technically feasible, and shall use its best efforts to communicate such determination as soon as possible, and in no event later than forty-five (45) days after receiving the BFR.

14.3.2 If GTE reasonably believes that a technical or operational test or trial is necessary to determine technical feasibility, it shall promptly propose such a test or trial to MCIm, and shall proceed with such test or trial and the parties shall mutually agree upon a revised time frame for completion. Upon completion of the test or trial, GTE shall promptly

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prepare and provide either the preliminary analysis, including price estimate, or a detailed explanation of why access to the Network Element is not technically feasible.

14.4 If MCIm accepts the preliminary analysis by delivering a written authorization to GTE, GTE shall promptly, but not more than thirty (30) days after receiving authorization, unless the parties agree to an extension, provide a final quote.

14.5 To the extent possible, GTE will utilize information from previously developed BFRs to address similar BFRs in order to shorten its response times. In the event GTE has determined that unbundling of such Network Element is technically feasible, subsequent orders for the same type of Network Element, falling within the scope of such determination, shall not be subject to the BFR process.

14.6 The Network Element shall be priced in accordance with Section 252(d)(1) of the Act and any applicable FCC or Commission rules, regulations, or orders.

14.7 Notwithstanding the provisions of this Section 14, the parties retain all rights under Sections 251 and 252 of the Act.

15. Branding

15.1 Branding of Operator Services and Directory Services shall be as provided in accordance with Article V, Section 3.4.1.

15.2 MCIm shall provide the exclusive interface to MCIm subscribers, except as MCIm shall otherwise specify.

15.3 When a GTE technical representative goes to a customer premise on behalf of MCIm, in the event the representative has contact with the customer, the representative will indicate to the customer that he or she works for GTE, but is at the customer premises on behalf of MCIm regarding MCIm service. If the customer is not at the premise at the time that the GTE technical representative is at the premise, GTE agrees to deliver generic material or documents to the customer, and the technical representative will write MCIm's name on the document or material left for the customer.

15.4 GTE personnel acting on behalf of MCIm will not discuss, provide, or leave information or material relative to GTE's services and products.

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15.5 GTE shall provide, for MCIm's review and comment, the methods and procedures, training and approaches to be used by GTE to assure that GTE meets the branding requirements of this Agreement.

15.6 This Section 15 shall confer on GTE no rights to the service marks, trademarks and trade names owned by or used in connection with services by MCIm or its Affiliates, except as expressly permitted by MCIm.

16. Force Majeure

16.1 Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, labor actions, including strikes, slowdowns, picketing or boycotts, or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by GTE, GTE agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of MCIm.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Texas, without regard to its conflicts of laws principles, shall govern.

18. Headings Not Controlling. The headings and numbering of Sections, subsections, Articles, and Appendices in this Agreement are inserted for convenience and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

19. Relationship of Parties. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither party shall have the right or power to bind or obligate the other. 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

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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.

20. Indemnification

20.1 Notwithstanding any limitations in remedies contained in this Agreement, each party (the "Indemnifying Party") will indemnify and hold harmless the other party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, (other than such indemnifying Party's affiliates, officers, directors and their respective employers, agents and contractors) relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

20.2 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Section 20, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time,

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an Indemnified party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set for in Section 12 hereof.

21. Continuing Obligations. Except as otherwise provided herein, each party shall perform its continuing obligations hereunder at a performance level no less than that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder. The following Continuing Obligations shall be subject to any specific limitations on GTE's obligations contained in the Award and/or set forth elsewhere in this Agreement.

21.1 Interconnection will be provided by GTE on a non-discriminatory basis, at any technically feasible point within its network at MCIm's request, and such interconnection will contain all the same features, functions and capabilities, and be at least equal in quality to that level provided by GTE to itself or its Affiliates. GTE shall have the burden of proving that a requested Interconnection Point ("IP") is not technically feasible. To the extent GTE proves infeasibility, GTE shall be required to provide to MCIm an alternative IP which will not impair MCIm's ability to provide its Telecommunications Services. Such alternative IP shall be as nearly as possible technically equivalent to the requested IP.

21.2 GTE will provide to MCIm on a nondiscriminatory basis unbundled Network Elements, including but not limited to local loop, local switching, tandem switching/transit switching, transport, data switching, operator service, directory assistance, network interface device, loop concentrator/multiplexer, loop feeder, and loop distribution at any technically feasible points requested by MCIm, and all operations support systems used and useful in the preordering, ordering, provisioning, design, engineering, maintenance, repair, tracking, management, billing and any other function or functionality associated directly or indirectly with unbundled Network Elements and ancillary services. These

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services, or their functional components, will contain all the same features, functions and capabilities and be provided at a level of quality at least equal to that level which it provides to itself or its Affiliates. GTE shall have the burden of proving that access requested by MCIm is not technically feasible.

21.3 GTE will provide to MCIm nondiscriminatory access to poles, Pole Attachments, ducts, innerducts, conduits, building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights of way, and other pathways owned or controlled by GTE, using capacity currently available or that can be made available.

21.4 GTE will provide nondiscriminatory access to telephone numbers.

21.5 GTE will provide to MCIm interim number portability with the same features, functions and capabilities that GTE provides to itself or its Affiliates, and with as little impairment of functioning, quality, reliability, and convenience as possible, and that it will provide such service as required by the FCC in Telephone Number Portability, CC Docket No. 95-116, First Report and Order, released July 2, 1996.

21.6 GTE will provide to MCIm, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service in accordance with the applicable rules, regulations, and orders of the Commission and the FCC.

21.7 With respect to Local Resale, order entry, provisioning, installation, trouble resolution, maintenance, subscriber care, billing, and service quality will be provided at least as expeditiously as GTE provides for itself and GTE will provide such services to MCIm in a competitively neutral fashion and at a level of quality which allows MCIm in turn to provide Local Resale at a level of quality equal to the level of quality GTE provides for itself.

21.8 GTE will provide on a nondiscriminatory basis, and in accordance with tariffs approved by the Commission, space on its premises for physical or virtual collocation, as MCIm may specify, for equipment necessary for MCIm's interconnection and access to unbundled network elements.

22. Limitation of Liability

22.1 Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. **Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this Section 22 in the event of its willful or intentional misconduct, including gross negligence, or**

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its repeated breach of any one or more of its material obligations under this Agreement. A Party's lost revenue caused by the other Party's breach of this Agreement shall be deemed direct damages. A Party's liability shall not be limited with respect to its indemnification obligations.

23. Intellectual Property

23.1 The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 20 of this Article.

23.2 Any intellectual property which originated from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. **It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.**

23.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter.

24. Remedies

24.1 The obligations of GTE and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, MCI may have a claim in equity for specific performance.

24.2 In the event GTE fails to switch a subscriber to MCI service as requested through an MCI service request, the continued provision of

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Telecommunications Services by GTE to such subscriber shall be deemed an illegal change in subscriber carrier selection commencing with the time at which GTE failed to switch such subscriber. In such event, GTE shall reimburse MCIm in an amount equal to all charges due and owing from such subscriber to GTE from the time of such failure to switch to the time at which the subscriber switch is accomplished. This remedy shall be in addition to all other remedies available to MCIm under this Agreement or otherwise available.

24.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

25. Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

26. Notices. Except as otherwise provided herein, any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. 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 GTE: GTE Southwest Incorporated
Attention: _____
600 Hidden Ridge, HQ _____
Irving, Texas 75038
Facsimile number: _____

Copy to:
If to MCIm: Attention: _____
MCImetro Access Transmission Services, Inc.
8521 Leesburg Pike
Vienna, VA 22182

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

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26.1 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 26.

27. Option to Elect Other Terms

27.1 In the event GTE is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, GTE shall (i) consult with MCIm reasonably in advance of such filing about the form and substance of such filing, (ii) provide to MCIm its proposed tariff to such filing, and (iii) take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon GTE that are as close as possible to those provided in this Agreement and preserve for MCIm the full benefit of the rights otherwise provided in this Agreement. In no event shall GTE file any tariff that purports to govern the services provided hereunder that is inconsistent with the rates and other terms and conditions set forth in this Agreement.

27.2 In the event any governmental authority or agency orders GTE to provide any service covered by this Agreement in accordance with any terms or conditions that individually differ from one or more corresponding terms or conditions of this Agreement, MCIm may elect to amend this Agreement to reflect any such differing terms or conditions contained in such decision or order, with effect from the date MCIm makes such election. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

28. Non-Discriminatory Treatment

28.1 In addition to provisions under the Act and the FCC's Rules and Regulations, in the event GTE provides any of the services provided hereunder to any other entity by tariff or agreement, GTE will permit MCIm an opportunity to inspect such tariff or agreement and MCIm may substitute the prices, terms, and conditions, in whole or in part, offered to that other entity in place of the relevant prices, terms and conditions in this Agreement, with effect from the date GTE first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The

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other services covered by this Agreement shall remain unaffected and as to such services this Agreement shall remain in full force and effect.

29. Impairment of Service. The Parties shall use reasonable efforts to ensure that 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 do 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").

30. Publicity. Neither party shall produce, publish, or distribute any press release or other publicity referring to the other party or its Affiliates, or to this Agreement, without the prior written approval of the other party. Each party shall obtain the other party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

31. Regulatory Approvals. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

32. Rules of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement. The terms "will" and "shall" are used interchangeably throughout this Agreement, and no difference in meaning is intended thereby.

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

34. Severability. Subject to Section 32 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

35. Waiver

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35.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the party against whom such waiver or consent is claimed.

35.2 No course of dealing or failure of any party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

35.3 Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

36. Subsequent Law. In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 42 (Dispute Resolution Procedures) hereof.

37. Subcontractors. If any obligation is performed by a subcontractor or Affiliate, GTE shall remain fully responsible for the performance of this Agreement in accordance with its terms.

38. Taxes. Any Federal, 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.

38.1 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.

38.2 Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The party obligated to collect and remit taxes shall cooperate fully in any such contest by the other party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

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38.3 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by applicable taxing authority or governmental entity.

39. Audits and Examinations

39.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. Except as provided in specific audits addressed elsewhere in this Agreement, MCIm may perform up to four (4) Audits per twelve (12)-month period commencing with the Effective Date. MCIm may perform Examinations as MCIm deems necessary.

39.2 Upon thirty (30) days written notice by MCIm to GTE, MCIm shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information related to the services provided to under this Agreement. Within the above-described thirty (30)-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. GTE agrees to provide Audit or Examination support, including appropriate access to and use of GTE's facilities (e.g., conference rooms, telephones, copying machines).

39.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extractions required by MCIm to conduct the Audit or Examination will be paid for by MCIm. For purposes of this Section 40.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to MCIm's specifications and at MCIm's expense, MCIm shall specify at the time of request whether the program is to be retained by GTE for reuse for any subsequent MCIm Audit or Examination. Notwithstanding the foregoing, GTE shall pay all of MCIm's expenses in the event an Audit or Examination results in an adjustment in the charges or in any invoice paid or payable by MCIm hereunder in an amount that is, on an annualized basis, greater than one percent (1%) of the aggregate charges for all services purchased under this Agreement.

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39.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from GTE's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties.

39.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

39.6 This Section 40.6 shall survive expiration or termination of this Agreement shall for a period of two (2) years after expiration or termination of this Agreement.

40. Responsibility for Environmental Contamination

40.1 MCIm shall in no event be liable to GTE for any costs whatsoever resulting from the presence or release of any environmental hazard that MCIm did not introduce to the affected work location. GTE shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that GTE, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which GTE is responsible under Applicable Law.

40.2 GTE shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or release of any environmental hazard that GTE did not introduce to the affected work location. MCIm shall, at GTE's request, indemnify, defend, and hold harmless GTE, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the work locations or (ii) the presence of release of any environmental hazard for which MCIm is responsible under applicable law.

40.3 In the event any suspect materials within GTE -owned, operated or leased facilities are identified to be asbestos-containing, MCIm will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCIm activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCIm or equipment placement activities

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that result in the generation of asbestos containing material, MCIm shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. GTE agrees to immediately notify MCIm if GTE undertakes any asbestos control or asbestos abatement activities that potentially could affect MCIm equipment or operations, including, but not limited to, contamination of equipment.

40.4 The Parties will designate representatives to meet and, no later than sixty days after the Effective Date, agree upon requirements relating to environmental purchases and procedures for the services provided under this Agreement and in connection with collocation of MCIm equipment and use of poles, ducts, conduits and right of way.

41. Dispute Resolution. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the parties agree that any dispute arising out of or relating to this Agreement that the parties themselves cannot resolve through good-faith negotiations, may be submitted to the Commission for resolution. The parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each party shall continue to perform its obligations under this Agreement; provided, however that neither party shall be required to act in any unlawful fashion. **This provision shall not preclude the parties from seeking relief available in any other forum.**

42. Reference Documents. Except as otherwise provided in this Agreement, whenever any provision of this Agreement refers to a technical reference or publication, MCIm or GTE practice, any publication of a telecommunications industry administrative or technical standard, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements addenda, or successors) of such document that was in effect at the time of execution of the Agreement, and will include the most recent version or edition (including any amendments, supplements addenda, or successors) of each document incorporated by reference into such technical reference or publication, practice or publication of industry standards.

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

44. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein.

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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.

45. 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.

46. Survival. Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a party under the provisions regarding Indemnification, Confidential Information, Limitation of Liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof. The filing of this arbitrated Agreement with the Public Utility Commission of Texas in accordance with Arbitration Award in Docket Nos. 16300 and 16355, dated December 12, 1996 (the "Award"), with respect to Petition of MCI Telecommunications Corporation and its Affiliates including MCImetro Access Transmission Services, Inc., for Arbitration and Mediation under the Federal Telecommunications Act of 1996 of Unresolved Interconnection Issues with GTE Southwest, Inc., does not in any way constitute a waiver by either MCI Telecommunications Corporation Inc. or GTE Southwest Incorporated of any right which any such Party may have to appeal, or to petition the Commission for reconsideration of, any determination contained in the Award or any provision included in this Agreement pursuant to the Award. Nothing contained herein shall be construed or is intended to be concession or admission by either Party that any such provision of the Award or the language herein complies with the duties imposed by the Telecommunications Act of 1996, the decisions of the FCC and the Public Utility Commission of Texas, or other law, and each Party thus expressly reserves its full right to assert and pursue claims that the Award does not comply with applicable law. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the Agreement (or to the order approving the Agreement) as permitted by applicable law.

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

MCImetro Access Transmission GTE Southwest Incorporated
Services Inc.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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ARTICLE IV

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Interconnection Services Covered by This Article

1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to MCIm or by MCIm to GTE and the transport and termination of traffic between GTE and MCIm. The services and facilities described in this Article shall be referred to in this Article IV as the "Interconnection Services."

1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("IP") for such Services. The Parties shall update Appendix A whenever a new IP is added to this Agreement in accordance with Section 1.3.

1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to MCIm and MCIm desires to purchase from GTE, or MCIm desires to provide to GTE and GTE desires to purchase from MCIm, additional services in the State, or existing Services in new locations in the State or if MCIm requests additional IPs, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix B attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services or additional IPs. If MCIm has requested an additional IP, the Parties may commence provisioning of the IP prior to the execution of such amendment to this Agreement; provided, however, that such amendment to this Agreement shall be executed no later than 90 days after the commencement of such provisioning. Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

1.4 Location of additional IPs. Upon MCIm's request for additional IP, GTE will interconnect with MCIm at any technically feasible IP of MCIm's choosing using the same technical configuration or using other arrangements including but not limited to mid-span fiber meets, entrance facilities, telephone closets, and physical or virtual collocation. If a third party owner has the right to deny access to a telephone closet, GTE shall cooperate with MCIm in obtaining the third party owner's permission to place facilities in a telephone closet.

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1.5 Use of IP's. When an MCIm subscriber places a call to GTE's subscriber, MCIm will hand off that call to GTE at the IP. Conversely, when GTE hands over local traffic to MCIm for MCIm to transport and terminate, GTE must use the established IP.

2. Billing and Rates

2.1 Rates and Charges. Rates and charges for Local Interconnection Services as set forth in Appendix C apply unless bill and keep applies as described in this Article.

2.2 Billing. Provider shall render to Customer a CABS bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of traffic, shall be billed in arrears. Charges for traffic that has been, for whatever reason, routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) shall be handled as a post-billing adjustment to bills rendered. Additional matters relating to billing are included in Article VIII of this Agreement.

3. Transport and Termination of Traffic

3.1 Types of Traffic. The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. To this end, the Parties agree that there will be interoperability between their networks. Only traffic originated by the Parties' end user customers is to be exchanged. Neither Party is to send cellular traffic or traffic of any third party unless an agreement specific to that arrangement has been made.

3.2 Audits. MCIm and GTE agree to exchange such reports and/or data as provided in Section 3.6 to facilitate the proper billing of traffic. Either party may request an audit of such usage reports on no fewer than twenty (20) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed independent auditor paid for by the party requesting the audit and may include review of the data described in Section 3.6 below. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other Party and each Party may request up to four (4) audits per annual period (but no more than one (1) audit per each consecutive three (3) month period).

3.3 Compensation for Call Transport and Termination:

3.3.1 The following compensation rates shall apply for traffic originating from MCIm and terminating to GTE:

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3.3.1.1 Bill and Keep: Applicable to all local, mandatory Extended Area Service for the first nine (9) months after the date upon which the first commercial call is terminated between GTE and MCIm, and thereafter, so long as traffic is in balance as defined in § 3.4.

3.3.1.2 Intrastate Switched Access Rates: Applicable to intraLATA toll calls based on tariffed intrastate Switched Access rates as described below.

Tandem switched transport:

Fixed- per minute use.

Variable- per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V &H") coordinates of the Access Tandem where the Local Interconnection Trunk Group terminates and the V&H of the GTE end office.

Tandem switching- per minute of use

Network Interconnection Charge- per minute of use

End Office switching- per minute of use

Information Surcharge- per minute of use

The applicable rates for the above elements can be found in GTE's tariff.

3.3.1.3 Transit Rate: MCIm shall pay a tandem switching rate, and, where applicable, the transport rate for transit traffic as set out in Appendix C when MCIm uses a GTE access tandem to terminate a call to a third-party LEC, another CLC, or a wireless service provider.

3.3.2 The following compensation rates shall apply for traffic originating from GTE and terminating to MCIm:

3.3.2.1 Bill and Keep: Applicable to all local, mandatory Extended Area Service for the first nine (9) months after the date upon which the first commercial call is terminated between GTE and MCIm, and thereafter, so long as traffic is in balance as defined in § 3.4.

3.3.2.2 Intrastate Switched Access Rate: Applicable to intraLATA toll calls, based on MCIm's intrastate Switched Access rates as found in MCIm's switched Access tariff.

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3.3.2.3 Transit Rate: GTE shall pay MCIIm a tandem switching rate, and, where applicable, the transport rate for transit traffic equal to the rate described in Section 3.3.1.3 of this Article IV when GTE uses an MCIIm switch to terminate a call to a third-party LEC, another CLC, or a wireless provider. If GTE receives a call through MCIIm's access tandem that originates from another CLC or LEC, neither Party will charge the other Party any rate elements for this call, regardless of whether the call is local or toll. MCIIm will establish appropriate billing relationships directly with the other CLC or LEC, except as described in the following paragraph.

3.3.3 For IntraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in § 3.3.1.2 and § 3.3.2.2, above, shall be charged by the Party originating the call rather than the Party terminating the call.

3.4 The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill and Keep Arrangement with respect to transport and termination of local and mandatory traffic as described in § 3.3.1.1 and § 3.3.2.1. *After the first nine (9) months as specified in § 3.3.1.1, above*, either Party may require that a traffic study be performed no more frequently than once a quarter. Should such traffic studies indicate on a statewide basis that the difference between local and mandatory EAS traffic volumes flowing between the two networks exceeds sixty percent (60%) of the total traffic terminated by the Parties, either Party may request that reciprocal compensation, **for that traffic which exceeds the forementioned**, commence pursuant to section 3.5 and 3.6 of this Agreement. Nothing in this section 3.4 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill and Keep Arrangement described in sections 3.3.1 and 3.3.2 of this Article.

3.4.1 Reciprocal Compensation:

3.4.1.1 If either Party requests that reciprocal compensation commence pursuant to section 3.4 the Parties agree to pay each other reciprocal compensation based on the rate for local interconnection "traffic out of balance" specified in Appendix C.

3.4.1.2 In the event that reciprocal compensation commences, MCIIm shall charge GTE the tandem switching rate in addition to the traffic out of balance rate for all calls terminated through MCIIm's switch.

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3.5 In all cases where MCIm purchases GTE's local switching unbundled network element, compensation terms shall be as set forth in Appendices C & E.

3.6 Usage Measurement

3.6.1 Calculation. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. GTE will use the record generation and CABS billing system described in Article VIII.

3.6.2 Measurement. Measurement of minutes of use over Local Interconnection Trunk Groups will be in actual conversation seconds wherever technically feasible. The total conversation seconds over such trunk groups will be totaled for the entire monthly bill and then rounded to the next whole minute.

3.6.3 Rendering of Usage Reports. Each Party will provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a usage report with the following information regarding traffic terminated over Local Interconnection Trunk Groups:

3.6.3.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other); and

3.6.3.2 Percent Local Usage (PLU).

4. Direct Network Interconnection

4.1 Network Interconnection Architecture. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. MCIm will designate at least one IP in the LATA in which MCIm originates local traffic and interconnects with GTE. Each party is responsible for bringing their facilities to the IP. MCIm will be responsible for engineering and maintaining its network on its side of the IP. GTE will be responsible for engineering and maintaining its network on its side of the IP. The IPs shall be set forth in Appendix A attached to this Agreement and made a part hereof.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. For each IP set forth in Appendix A, the Parties shall specify the type of interconnection used at that IP.

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

4.1.1.2 A Physical or Virtual EIS arrangement at a GTE wire center pursuant to Article IX of this Agreement.

4.1.1.3 MCIm may choose to establish direct trunking to any given end office. If MCIm leases trunks from GTE, it shall pay charges for dedicated or common transport, depending on the transport facility used. The charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.

4.1.2 Within ten (10) business days of MCIm's request for any IP, GTE will provide any information in its possession or available to it regarding the environmental conditions of the IP route or location including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "reasonably available" under this Agreement if it is in GTE's possession, or the possession of a current or former agent, contractor, employee, lessor, or tenant of GTE's and such possession is known to GTE at the time of the request.

4.1.3 If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, GTE will make such alternative route available for MCIm's consideration.

4.1.3.1 When MCIm designates an IP, GTE shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, MCIm believes to be reasonably necessary to support its IP.

4.2 Compensation for Use of Facilities for Local Interconnection. The following provisions apply regarding compensation for the facilities used for Local Interconnection:

4.2.1 When the IP for the Local Interconnection Trunk Group is an arrangement that is not located in the same building as the GTE network switching entity where the Local Interconnection Trunk Group terminates, MCIm will pay GTE a monthly charge for the facility and the cross connect required to connect the IP to the GTE network switching entity where the Local Interconnection Trunk group terminates. The monthly charge will be based on the mutually agreed to capacity installed to transport the two-way traffic carried over the Local Interconnection

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Trunk Group. The applicable rate for DS1 and DS3 facilities will be as specified for dedicated transport in Appendix C. Each Party will apply charges based on the lesser of: (i) the airline mileage from the IP to the MCIm switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 If the Local Interconnection Trunk Group is established solely for the purpose of GTE originating intraLATA toll terminated to MCIm, a facilities charge will not apply. Should MCIm subsequently begin originating traffic to terminate to GTE over that Local Interconnection Trunk Group, the applicable DS1 or DS3 dedicated transport rate specified in Appendix C will apply.

4.2.3 GTE will allow MCIm LATA-wide access for intraLATA toll traffic from a single access tandem interconnection. In return, MCIm will participate in the intraLATA toll compensation arrangement (i.e., IntraLATA Terminating Access Compensation (ITAC)) that currently exists between GTE Southwest Incorporated and Southwestern Bell (SWB). This participation will require MCIm to provide GTE (and SWB) with records in the same format currently used by the industry for intraLATA compensation for intraLATA toll calls originating from an MCIm end user and utilizing the existing Feature Group C intraLATA toll network for transport and termination. MCIm will also be required to design a system that can receive these 99-02 records from the other primary toll providers.

4.2.4 Where the IP for the Local Interconnection Trunk Group is an arrangement that is located in the same building as the GTE network switching entity where the Local Interconnection Trunk Group terminates, GTE will pay MCIm a monthly charge for the facility required to connect the IP to the GTE network switching entity where the Local Interconnection Trunk Group terminates. The monthly charge will be based on the mutually agreed to capacity installed to transport the two-way traffic carried over the Local Interconnection Trunk Group. The applicable rate for DS1 or DS3 facilities will be based on MCIm's service that is comparable to GTE's DS1 or DS3 dedicated transport as specified in Appendix C. Each Party will apply charges based on the lesser of: (i) the airline mileage from the IP to the MCIm switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.3 Trunking Requirements. The parties shall initially reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls originating on each other's networks using the following trunking arrangements:

4.3.1 The Parties will make available to each other Local Interconnection Trunk Groups.

4.3.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA toll traffic that transits GTE's network.

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4.3.3 The Parties agree to provide the following separate trunk groups:

4.3.3.1 connecting MCIm's switch to each 911/E911 tandem utilizing MF signaling;

4.3.3.2 between their switches and appropriate operator centers for provision of operator-assisted busy line interrupt/verify; and

4.3.3.3 connecting MCIm's switch to GTE's directory assistance center in instances where MCIm is purchasing GTE's unbundled directory assistance service.

4.3.3.4 In addition to those listed above, the Parties may elect to, at the expense of the Party requesting service, establish additional separate trunk groups as required.

4.3.4 Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the Local Interconnection Trunk Groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem or for the termination of tandem-to-tandem local or intraLATA toll traffic specified in § 4.2.3 above. In no event shall either Party route Switched Access Service traffic over Local Interconnection Trunk Groups, or local traffic over Switched Access Service trunks.

4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1, multiple DS-1 level, DS-3 or SONET where technically available.

4.3.6 A blocking standard of one percent (.01) will be maintained during the average busy hour, as defined by each Party's standards, for final trunk groups between a MCIm end office and a GTE access tandem carrying meet point traffic. All other final trunk groups are to be engineered with a blocking standard of one-half of one percent (.005). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01).

4.3.7 MCIm and GTE shall share responsibility for all Control Office functions for Local Interconnection Trunks Groups. Control Office functions shall include the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

4.4 Trunk Ordering

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

4.4.2 The Parties will jointly manage the capacity of Local Interconnection Trunk Groups. GTE's Trunk Servicing Group will send a Trunk Group Service Request (TGSR) to MCIIm to trigger changes GTE desires to the Local Interconnection Trunk Groups based on GTE's capacity assessment. MCIIm will issue an ASR to GTE:

4.4.3 within 10 business days after receipt of the TGSR upon review of and in response to GTE's TGSR, or

4.4.4 at any time as a result of MCIIm's own capacity management assessment, to begin the provisioning process.

4.4.5 The interval used for the provisioning of Local Interconnection Trunk Groups will be determined by Desired Due Date, or as mutually agreed upon by the Parties.

4.4.6 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among GTE and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

4.4.7 MCIIm and GTE agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists will include name, department, title, phone number, and fax number for each person. MCIIm and GTE agree to exchange an up-to-date list on a quarterly basis.

4.5 Trunk Forecasting

4.5.1 The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

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4.5.1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem and end office local interconnection and meet point trunks and tandem-subtending local interconnection end office equivalent trunk requirements for no more than two years (current plus one year));

4.5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

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

4.5.1.4 GTE and MCIIm will work together to begin providing these forecasts within 30 days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either GTE or MCIIm.

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

4.5.2.1 If the Parties are unable to reach such a reconciliation, the Local Interconnection Trunk Groups will be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average CCS utilization for the third month is under seventy-five percent (75%) of capacity, either Party may issue an order to resize the trunk group, which will be left with not less than twenty-five percent (25%) excess capacity.

4.5.2.1.1 If the Parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly-average basis for each month of any six-month period, either Party may issue an order to resize the trunk group, which will be left with not less than twenty-five percent (25%) excess capacity.

4.5.3 Each Party will provide a specified point of contact for planning forecasting and trunk servicing purposes.

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4.5.4 Trunking shall be provided as described in Section 4.3 of this Article and shall be subject to mutual agreement between the Parties. Initial trunking will be established between the MCIIm switching centers and GTE's access tandem(s). The Parties will utilize direct end office trunking under any one of the following conditions:

4.5.4.1 Tandem exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any 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 MCIIm and GTE end users.

4.5.4.2 Traffic volume. The Parties will install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an MCIIm switching center and a GTE end office where the traffic exceeds or is forecast to exceed 220,000 minutes of traffic (including but not limited to local and interLATA traffic) per month. The Parties will install additional capacity between such points when overflow traffic between the MCIIm switching center and GTE access tandem exceeds or is forecast to exceed 220,000 minutes of traffic (including but not limited to local and interLATA traffic) per month.

4.5.4.3 Mutual agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions 4.5.4.1 or 4.5.4.2 above and such agreement will not unreasonably be withheld.

5. Indirect Network Interconnection. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem except for tandem-to-tandem local traffic specified in § 4.2.3. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement.

6. Meet Point Billing

6.1 Meet-Point Arrangements

6.1.1 MCIIm may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties (or to MCIIm if acting as an IXC) via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

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

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

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

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

6.1.6 MCIm and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by MCIm and GTE via the meet-point arrangement as defined in the MECAB document. Information shall be exchanged in Exchange Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

6.1.7 MCIm and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

6.1.8 The Parties agree to exchange Billing Account Reference (BAR as defined by MECAB) and Billing Account Cross Reference (BACR as defined by MECAB) information and will coordinate Initial Billing Company/Subsequent Billing Company (IBC/SBC as defined by MECAB) billing cycles.

6.1.9 The Parties agree to exchange test files to support the initial implementation of the processes defined in this agreement, and any subsequent changes.

6.1.10 GTE shall provide to MCIm the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of MCIm's network in a MCIm/GTE MPB arrangement in order to comply with the MPB notification process as outlined in the MECAB document. Such information shall be provided to MCIm in the format and via the medium that the parties agree.

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Ongoing CIC information is provided by the ordering IXC in accordance with OBF guidelines, and GTE will assist MCIm as outlined in Article VIII Section 1.3.7 and Appendix D to this Agreement.

6.1.11 GTE and MCIm agree that in an MPB arrangement where one party provides local transport and the other party provides the end office switching, the party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The parties further agree that in those MPB situations where one party sub-tends the other party's access tandem, the party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The parties also agree that the party who provides the end office switching is entitled to bill end office switching fees, their portion of local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

6.1.12 If MPB data is not processed and delivered by GTE and sent to MCIm within three business days of the recording and in turn MCIm is unable to bill the IXC for the appropriate charges, GTE will be held liable for the amount of the unbillable charges.

6.1.13 If MPB data is not processed and delivered by MCIm and sent to GTE within fifteen (15) business days of the billing and in turn GTE is unable to bill the IXC for the appropriate charges, MCIm will be held liable for the amount of the unbillable charges.

6.1.14 Errors in MPB data exchanged by the parties may be discovered by MCIm, GTE or the billable IXC. Both MCIm and GTE agree to provide the other party with notification of any discovered errors within three (3) business days of the discovery. The other party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, the responsible Party shall reimburse the other Party for the lost data based on the applicable tariffed rates.

6.2 Compensation

6.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by MCIm and GTE via the MPB arrangement shall be according to the multiple-bill/ single tariff method.

6.2.2 Subsequently, MCIm and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services

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jointly provided by MCI and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should MCI prefer to change among these billing methods, MCI shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.

6.2.3 Provisioning. The Parties agree to adhere to the Access Service Coordination ("ASC") guidelines for the ordering, installation and maintenance responsibility for jointly provided facilities and trunks used for meet point billing as described in Appendix D of this Agreement.

7. Common Channel Signaling

7.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups.

7.2 Signaling protocol. The parties will interconnect their networks using SS7 signaling (where available) as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

7.3 Where SS7 is available, the parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. For terminating FGD, GTE will pass CPN if it receives CPN from FGD carriers. Also included are all available parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by MCI wherever such information is needed for call routing or billing. The parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

7.4 Connection Through STP. MCI must interconnect with the GTE STP(s) serving the state in which the traffic exchange trunk groups are interconnected. Additionally, all

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interconnection to GTE's 800/888 database and GTE's LIDB shall take place only through appropriate STP pairs.

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

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

7.7 Interconnection Facilities. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not currently technically feasible, MCIm will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. GTE will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

7.8 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide GTE an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and GTE. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or GTE internal subscriber demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

8. Network Management

8.1 Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to each other's respective networks, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and GTE will immediately notify each other of any protective control action planned or executed.

8.2 Expansive Controls. If the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion

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due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

8.3 Mass Calling. MCIm and GTE will cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network

9. Responsibilities Of The Parties

9.1 MCIm and GTE shall:

9.1.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

9.1.2 Notify each other when there is any change affecting the service requested, including the due date.

9.1.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

9.1.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

9.1.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

9.1.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week. Any changes to this contact arrangement must be immediately provided to the other party.

9.1.7 Provide to each other test-line numbers and access to test lines.

9.1.8 Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

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ARTICLE V

RESALE OF SERVICES

1. Telecommunications Services Provided for Resale

1.1 At the request of MCIIm, and pursuant to the requirements of the Act, and FCC Rules and Regulations, GTE shall make available to MCIIm for unrestricted resale all Telecommunications Services that GTE currently provides or may offer hereafter at retail to subscribers who are not Telecommunications Carriers. Resale shall be unrestricted except as provided herein. GTE shall also provide service functions, as set forth in Section 3.4 of this Article. The Telecommunications Services and service functions provided by GTE to MCIIm pursuant to this Agreement are collectively referred to as "Local Resale."

1.2 To the extent that this Article describes services which GTE shall make available to MCIIm for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of GTE which are to be offered for resale are subject to the terms herein.

1.3 Features and Functions Subject to Resale. GTE shall make all of the Telecommunications Services that it currently provides, or may hereafter offer, to end users available for resale to MCIIm on terms and conditions that are reasonable and nondiscriminatory.

1.4 GTE will provide MCIIm with at least the capability to provide an MCIIm subscriber at least the same level of service quality as GTE provides its own subscribers with respect to all Telecommunications Services and shall provide such capability in accordance with the specific requirements of Article VIII.

1.5 The specific business process requirements and systems interface requirements are set forth in Article VIII.

1.6 GTE will not release information to MCIIm regarding the subscriber's service record unless MCIIm first provides to GTE a written Letter of Authorization, consistent with federal regulations for carrier change orders and the Commission's rules concerning customer safeguards..

1.7 GTE shall allow MCI to initiate "as is transfers" of local exchange telecommunications services. For purposes for this Section 1.7, an "as is transfer" is the transfer of all the telecommunication services and features available for resale that are currently being provided for the specified account without the requirement of a specific enumeration of the services and features on the LSR without interruption of service.

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1.8 Responsibility for Payment of the End User Common Line (EUCL) Charge. The EUCL from GTE Tariff No. 1 will be billed to MCIIm who will be responsible for payment.

2. No Restrictions on Resale. MCIIm may resell to any and all classes of end users Telecommunications Services obtained from GTE under this Agreement and subject to applicable tariffs. GTE will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Service. GTE agrees to remove all tariff restrictions which prohibit or limit the aggregation and resale of any such Telecommunication Services, including, but not limited to, CENTREX aggregation, feature and service aggregation, and resale of Telecommunications Services to another reseller. Notwithstanding the foregoing, to the extent that there is a conflict between the terms, conditions and other matters in such tariffs, and any specific provision of this Agreement, the terms and conditions of this Agreement shall control.

2.1 Restrictions on Resale

2.1.1 MCIIm agrees not to resell Residential Access Lines to non-residential subscribers.

2.1.2 *MCIIm may not use an STS switch as a Central Office Switch to provide local exchange services.*

2.2 Services Available for Resale Without an Avoided Cost Discount:

2.2.1 *The following services are available for resale without an avoided cost discount:*

2.2.1.1 *Switched and special access;*

2.2.1.2 *Cellular interconnection;*

2.2.1.3 *Distance learning;*

2.2.1.4 *976 Service*

2.2.1.5 *Promotional offerings of less than 90 days;*

2.2.1.6 *TSPS; and*

2.2.1.7 *Existing Individual Case Basis (ICB) customer specific contracts.*

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3. Services Not Available for Resale

3.1 *The following services are not available for resale*

3.1.1 *Inside Wire maintenance;*

3.1.2 *Voice Mail;*

3.1.3 *Public pay telephone lines (except as noted in § 3.2.9); and*

3.1.4 *Semi-Public pay telephone lines (except as noted in § 3.2.9).*

3.2 Requirements for Specific Services

3.2.1 CentraNet Requirements

3.2.1.1 At MCIm's option, MCIm may purchase the entire set of CentraNet features or a subset of any one or any combination of such features. The CentraNet Service provided for resale will meet the requirements of this Subsection 3.2.1; provided, however, that in all cases, MCIm may purchase only those features and functions that are offered to GTE's retail customers.

3.2.1.2 All features and functions of CentraNet Service, including CentraNet Management System (CMS), whether offered under tariff or otherwise, shall be available to MCIm for resale.

3.2.1.3 GTE shall make CMS information available to MCIm at the End Office level via an EDI interface.

3.2.1.4 GTE shall provide to MCIm a list by central office of all CentraNet or CentraNet-like features and functions offered by GTE within ten (10) days of the Effective Date of this Agreement, and shall provide updates to such list as specified in Article VIII.

3.2.1.5 *MCIm may aggregate the CentraNet local exchange and IntraLATA traffic usage of MCIm subscribers to qualify for volume discounts on the basis of such aggregated usage.*

3.2.1.6 *MCIm may aggregate multiple MCIm subscribers on dedicated access facilities.*

3.2.1.7 MCIm may require that GTE suppress the need for MCIm subscribers to dial "9" when placing calls outside the CentraNet System.

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3.2.1.8 MCIIm may use among other methods remote call forwarding in conjunction with CentraNet Service to provide service to MCIIm local service subscribers residing outside of the geographic territory in which GTE provides local exchange service.

3.2.1.9 MCIIm may purchase any and all offered levels of CentraNet Service for resale, without restriction on the minimum or maximum number of lines that may be purchased for any one level of service.

3.2.1.10 GTE shall make available to MCIIm for resale, at no additional charge, intercom calling among all MCIIm subscribers who utilize resold CentraNet Service.

3.2.1.11 MCIIm may utilize Automatic Route Selection ("ARS") to provision access.

3.2.2 Voluntary Federal and State Subscriber Financial Assistance Programs. Local Resale is provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, including programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. When a GTE subscriber eligible for the Voluntary Federal Subscriber Financial Assistance Program or other similar state programs chooses to obtain Local Resale from MCIIm, GTE shall forward all information regarding such subscriber's eligibility to participate in such programs to MCIIm in electronic format in accordance with the procedures set forth herein.

3.2.2.1 Lifeline/Link-up Service. GTE shall offer for resale Lifeline and Link-up Service. GTE will provide information about the certification process for the provisioning of Lifeline, Link-up, and similar services. GTE will forward to MCIIm , in electronic format, all information regarding a subscriber's program eligibility, status and certification when a GTE subscriber currently on any GTE telephone assistance program changes service to MCIIm as their local exchange carrier. GTE will cooperate in attaining any subsidiary associated with a subscriber transfer to MCIIm.

3.2.3 N11 Service

3.2.3.1 GTE agrees not to offer any new N11 services after the Effective Date of this Agreement unless GTE makes any such service available for resale.

3.2.3.2 MCIIm shall have the right to resell any N11 service, including but not limited to 411, 611 or 911 services, existing as of the Effective Date.

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These services shall be unbranded or rebranded and routed to MCIIm, as required by MCIIm pursuant to Article III.

3.2.4 Contract Service Arrangements, Special Arrangements, and Promotions. GTE shall offer for resale all of its services available to any retail subscriber, including but not limited to Contract Service Arrangements, Special Arrangements and Promotions.

3.2.4.1 Contracts. GTE shall offer for resale all existing (as of the Effective Date of this Agreement) contract service arrangements with end users at the rates contracted in those contracts. GTE shall offer for resale all future contract service arrangements at wholesale rates to MCIIm..

3.2.4.2 Promotions. Promotions not exceeding ninety (90) days in length shall be available for resale at GTE's promotional rate, at MCIIm's option, and the wholesale discount shall not apply. Promotions exceeding ninety (90) days in length shall be available for resale at GTE's promotional rate less the wholesale discount specified in Appendix C. Promotions include both discounts and non-monetary benefits such as premiums and offers.

3.2.5 Voice Mail Service

3.2.5.1 In conjunction with resold service, GTE shall make available on an unbundled basis the following feature capabilities allowing for Voice Mail Services: SMDI-E (Station Message Desk Interface-Enhanced) where available, or SMDI (Station Message Desk Interface) where SMDI-E is not available; MWI (Message Waiting Indicator) stutter dialtone and message waiting light feature capabilities; CF-B/DA (Call Forward on Busy/Don't Answer); CF/B (Call Forward on Busy); and CF/DA (Call Forward Don't Answer).

3.2.6 Hospitality Service. GTE shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

3.2.7 Telephone Line Number Calling Cards. Upon request by an MCIIm Customer or by MCIIm on behalf of an MCIIm Customer, and effective as of the date of an end user's subscription to MCIIm service (or such later date as such request is received, GTE will remove any GTE-assigned telephone line calling card number (including area code) ("TLN") from GTE's LIDB. MCIIm may issue a new telephone calling card to such customer, utilizing the same TLN, and MCIIm shall have the right to store such TLN in GTE's LIDB for calling card validation purposes.

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3.2.8 Grandfathered Services. GTE shall offer for resale to MCIm all grandfathered services. MCIm may only resell grandfathered services to subscribers who currently subscribe to such grandfathered service. For purposes of this Agreement, a grandfathered service is a service that GTE offers to existing retail subscribers but not to new subscribers.

3.2.9 Discount Plans and Services. GTE shall offer for resale at wholesale discounts all Discount Plans and Services in accordance with FCC Rules and Regulations.

3.2.10 Notice of Changes to Retail Offerings

3.2.10.1 If GTE introduces new retail Telecommunications Services, modifies existing services, or plans to discontinue existing retail services, GTE will notify MCIm of the proposed new or modified retail services or planned discontinuance of existing services forty-five (45) days prior to the expected date of regulatory approval of the new or modified service or discontinuation of a service provided, however, that if the new or modified services are introduced or existing services discontinued with less than forty-five (45) days notice to the Commission, GTE will notify MCIm at the same time that it determines to introduce the new or modified service or discontinue the existing service.

3.2.10.2 With respect to changes in the rates for existing retail services and their corresponding wholesale rates, GTE will notify MCIm of proposed changes in rates at the same time as GTE begins internal implementation efforts (i.e., at least at the time when the GTE Product Management Committee is notified of the proposed change) or obtains internal approval to make a change in retail rates or corresponding wholesale rates, whichever is sooner.

3.2.11 GTE shall make available for MCIm to resell at the wholesale discount all coin and coinless pay phone local services, features and functionalities that it provides at retail. GTE also must provide all support and service functions, as described in section 276 of the Act and FCC and state regulations, at parity with those provided for its own pay phone local services including, but not limited to: (a) coin rating, (b) answer supervision, (c) access to maintenance/diagnostic platform, (d) call blocking, (e) call screening, (f) intraLATA timing, (g) far-end disconnect recognition, (h) ANI information digits, and (i) fraud protection. GTE must also provide billing detail showing all 1+ traffic in EMR format and transferred to MCIm via Direct Connect.

3.2.12 *Once GTE has disaggregated the set and line functions of public pay telephone lines and semi-public pay telephone lines, it will make "Public Telephone Service Line" available for resale at wholesale rates.*

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3.2.13 Caller ID. GTE shall cooperate with MCI to provide tariffed equipment associated with Caller ID.

3.3 Advanced Intelligent Network. MCI may purchase for resale without restriction on a subscriber-specific basis the entire set of Advanced Intelligent Network ("AIN") services available at retail to GTE's subscribers. The type and quality of AIN services, service levels, features and function components provided by GTE to MCI for resale shall be at parity with what GTE provides to its retail subscribers.

3.3.1 MCI may purchase any AIN services for resale, without restriction on the minimum or maximum number of lines or features that may be purchased.

3.4 Service Functions

3.4.1 Resold Directory Assistance and Operator Services provided to MCI subscribers shall be unbranded if provided by line operators. For automated systems, GTE shall provide branded services when technically feasible. Branding, including front-end, back-end, and non-branding will be determined by the schedule established by the Commission. MCI shall have the option of providing its own branding materials.

3.4.2 GTE shall provide MCI with the information MCI will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions and shall not bill MCI for such services.

3.4.3 GTE shall provide MCI with appropriate notification of all calling area boundary changes with line level detail one hundred twenty (120) days before service changes.

3.4.4 GTE will work cooperatively with MCI in practices and procedures regarding the handling of law enforcement and service annoyance calls.

3.4.5 Within thirty (30) days after the Effective Date of this Agreement, the Parties shall begin developing a direct-dial method for subscribers to confirm their local exchange carrier selection. The agreed-upon method will allow MCI and GTE subscribers to dial the same number of digits to confirm that their calls are being carried by their chosen local service provider. The method may, for example, function similarly to the "700" number used nationally to confirm presubscribed interexchange carrier selection. It must not foreclose migration to a nationwide confirmation method should one be developed.

3.4.6 Pricing. The prices charged to MCI for Local Resale are set forth in Appendix C of this Agreement.

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ARTICLE VI UNBUNDLED NETWORK ELEMENTS

1. Introduction. GTE shall provide unbundled Network Elements in accordance with this Agreement, the Telecommunications Act of 1996, and applicable (and in force) State, FCC Rules and Regulations. The price for each Network Element is governed by Appendix C of this Agreement. Except as otherwise set forth in this Article, MCIm may order Network Elements as of the Effective Date of this Agreement.

1.1 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate or may deviate from Industry Standards referenced in this Agreement. Due to the manner in which individual equipment manufacturers have chosen to implement industry standards into the design of their products, along with differing vintages of these individual facility components and the presence of embedded technologies that pre-date current Technical Standards, some of the individual facility components deployed within GTE's network may not adhere to all of the specifications presented in the Bellcore, ANSI, ITU and other technical and performance standards outlined in this Agreement. However, the design and provisioning of facilities and services by GTE is performed consistent with the technical requirements as defined in the Bellcore Technical Interface Reference Manual (TIRM). Furthermore, individual facility components (i.e. Digital Loop Carrier (DLC), Next Generation Digital Loop Carrier (NGDLC), Fiber Optic Terminals (Async or SONET), etc.) perform within the technical requirements as defined by the TIRM. Within forty-five (45) days after the Effective Date of this Agreement, the Parties will develop processes by which GTE will inform MCIm of deviations from Standards for Network Elements ordered by MCIm. Further, the Parties agree that those documented deviations from such standards documented by GTE to MCIm shall supersede sections of technical standards applicable to such deviations referenced in this Agreement.

2. Unbundled Network Elements

2.1 GTE shall offer Network Elements to MCIm on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

2.2 GTE shall permit MCIm to connect MCIm's facilities or facilities provided to MCIm by third parties with each of GTE's unbundled Network Elements at any point designated by MCIm that is technically feasible.

2.3 MCIm may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is capable of providing or any feature, function, capability, or service option that is described in

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the technical references identified herein, or as may otherwise be determined by MCIm.

2.3.1 MCIm may, at its option, designate any technically feasible method of access to unbundled elements, including access methods currently or previously in use by GTE.

2.4 GTE shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit MCIm to provide Telecommunications Services to its subscribers.

2.5 For each Network Element, GTE shall provide a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which MCIm agrees is suitable. However, where GTE provides combined Network Elements at MCIm's direction, no unnecessary demarcation point shall exist between such contiguous Network Elements.

2.6 Except as described in Appendix C or otherwise noted in this Article, Charges in Attachment 1 to Appendix C are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s).

2.7 This Article VI describes the initial set of Network Elements which MCIm and GTE have identified as of the Effective Date of this Agreement:

2.7.1 MCIm and GTE agree that the Network Elements identified in this Article VI are not all possible Network Elements.

2.7.2 MCIm may identify additional or revised Network Elements as necessary to provide telecommunications services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

2.7.3 MCIm will request such additional Network Elements in accordance with the Bona Fide Request Process described in Article III. Additionally, if GTE provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a GTE Affiliate or to any other entity, GTE shall make available the same Network Element to MCIm on terms and conditions no less favorable to MCIm than those provided to itself or to any other Party. Prices for such network elements shall be determined pursuant to Appendix C, Section 1.7.

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2.8 In addition, GTE agrees to provide operator systems (i.e., GTE provided operator services and directory assistance) as network elements. Description of and requirements for GTE operator systems are found in Article VII of this Agreement.

3. Requirements

3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referenced in the following, as well as any performance or other requirements, identified herein. In the event Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, MCIm may elect, through the BFR process, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties shall negotiate in good faith to resolve any such conflicts.

3.3 GTE shall provide to MCIm each network element on a nondiscriminatory basis in terms of the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, as compared to that which GTE provides to itself, GTE's own subscribers, to a GTE Affiliate or to any other entity, whichever is greater, as requested by MCIm.

3.3.1 If MCIm is experiencing service difficulties, GTE shall provide to MCIm, upon request, engineering, design, performance and other network data sufficient for MCIm to determine that the requirements of this Article VI are being met. In the event that such data indicates that the requirements of this Article VI are not being met, GTE shall, within ten (10) business days, cure any design, performance or other deficiency and provide new data sufficient for MCIm to determine that such deficiencies have been cured. To the extent GTE is unable to meet the above timeframe, GTE shall promptly notify MCIm prior to the expiration of such timeframe and the Parties shall agree on a revised completion date.

3.3.2 GTE agrees to work cooperatively with MCIm to provide Network Elements that will meet MCIm's needs in providing services to its subscribers.

3.4 Each Network Element and the connections between Network Elements provided by GTE to MCIm shall be made available to MCIm on the same priority basis that GTE provides to itself, GTE's own subscribers, to a GTE Affiliate or to any other entity.

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4. Network Interface Device. The Network Interface Device (NID) is as defined in Article II of this Agreement.

4.1 Direct Connection. MCIm shall be permitted to connect its own Loop directly to GTE's NID in cases in which MCIm uses its own facilities to provide local service to an end user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, MCIm shall follow the procedures in Sections 4.1.1, 4.1.2 and 4.1.3 below.

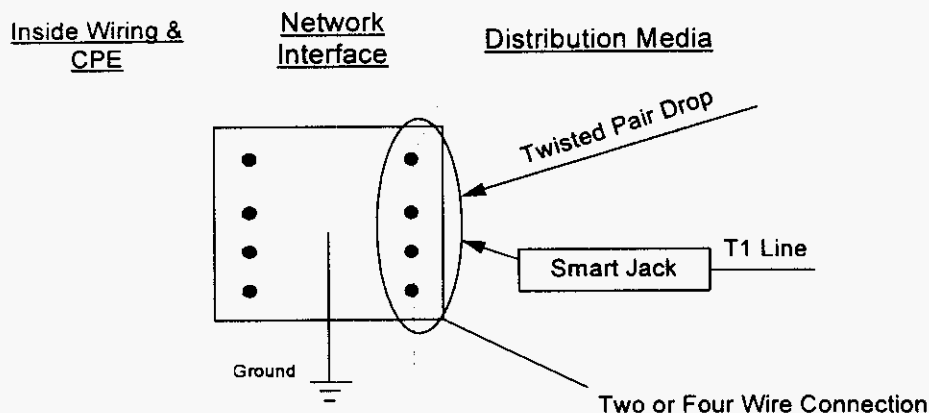
4.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, MCIm must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. MCIm shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause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

4.1.2 At multi-tenant customer locations, MCIm must remove the jumper wire from the distribution block (i.e., the NID) to the GTE cable termination block. If MCIm cannot gain access to the cable termination block, MCIm must make a clean cut at the closest point to the cable termination block.

At MCIm's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. MCIm will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

4.1.3 MCIm will assume responsibility for ensuring that the proper over voltage protection is maintained to protect the customer premise.

4.1.4 Figure 1 shows a schematic of a NID.



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Figure 1 - Network Interface Device

4.1.5 With respect to multiple-line termination devices, MCIm shall specify the quantity of NIDs it requires within such device.

4.1.6 GTE agrees to offer NIDs for lease to MCIm but not for sale.

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

4.3 NID Ordering, Dispatch and Tagging

4.3.1 When orders for simple unbundled NIDs (i.e., serving a single subscriber) are received by GTE, GTE shall make available to MCIm information, where available, indicating the type of NID currently employed. When orders for complex unbundled NIDs (i.e., multi-user) are received by GTE, GTE shall make available to MCIm information indicating the type of NID currently employed. To the extent available, GTE shall provide binding post information to MCIm. If GTE cannot provide such information, GTE will dispatch a service technician as provided in Section 4.3.2 below

4.3.2 Dispatch. Provision of access to unbundled NIDs will normally not involve dispatch or field work by GTE. If the Parties agree that dispatch is required to perform work on MCIm's behalf (e.g., to clear or make available spare binding posts in the GTE NID or to secure GTE's facilities at the premises), then GTE will dispatch a service technician to complete all necessary work at the customer's premise to protect GTE's facilities. Dispatch charges as set forth in Appendix C shall apply. GTE will not apply Dispatch charges when it is necessary to perform activities to repair connector blocks or binding posts that are inoperable or to identify binding posts.

4.3.3 Tagging End User Customer Facilities. Upon request, GTE will dispatch a technician to tag the end user customer's inside wire facilities on the customer's side of the NID. In such cases, a dispatch charge shall apply, as specified in Appendix C.

4.4 Technical Requirements

4.4.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media

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and/or cross connect to MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below.

4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to MCIm's NID.

4.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.

4.4.4 The NID shall be capable of withstanding all normal local environmental variations.

4.4.5 The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.

4.4.6 GTE shall offer the NID together with, and separately from Loop Distribution or the Loop.

4.5 Interface Requirements.

4.5.1 The NID shall be the interface to subscribers' premises wiring for all loop technologies.

4.5.2 The performance of the NID shall be equal to or better than all of the industry standards for NIDs set forth in the following technical references:

4.5.2.1 Bellcore Technical Advisory TA-TSY-000120 "Subscriber Premises or Network Ground Wire";

4.5.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.5.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.5.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and,

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4.5.2.5 Bellcore Technical Requirement TR-NWT-0001 33 "Generic Requirements for Network Inside Wiring."

5. Loop Elements

5.1 Definition

5.1.1 A Loop is a transmission facility between a distribution frame or its equivalent in a GTE Central Office or Wire Center and the NID at a subscriber's premises, to which MCI_m is granted exclusive use. Loop types include, but are not limited to, two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide ISDN, ADSL, HDSL, and DS1-level signals. A Loop may be composed of the following components:

- Network Interface Device (NID) (See Section 4)
- Loop Concentrator / Multiplexer
- Loop Feeder
- Loop Distribution

5.1.2 Basic Loop. The Basic Loop is a 2-wire copper facility or functional equivalent which will meet industry standard specifications for Voice Frequency transmission. The Basic Loop may include load coils, bridge taps, etc., or may include carrier derived facility components (i.e. pair gain applications, loop concentrator/multiplexers). The Basic Loop will be designed within industry design parameters with a loop loss (from customer to MDF) which does not exceed 10 dB and with a noise level less than 30 dbrnC. For loaded loops, the Bridge Tap and End section will be between 3 and 12 kFt.

5.1.3 Special Conditioning Requirements. The Basic Loop will be provided to MCI_m at parity with GTE customers and will comply with the specifications noted in this Section 5.1. Transmission of signaling messages or tones not provided by these specifications will be provided to MCI_m, as agreed between MCI_m and GTE. When placing an order for unbundled Loop and Sub-Loop elements, MCI_m will notify GTE of any special requirements. Special conditioning to provide such requirements will be provided on a case-by-case basis, if technically feasible. MCI_m agrees to bear the cost of any such special conditioning. Types of Loops which may require such conditioning include 2W/4W PABX Trunks, 2W/4W voice grade private line and foreign exchange lines, 4W digital data (2.4Kbps through 64Kbps), etc.

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5.1.4 ISDN BRI Loops. Upon request by MCIm, GTE will provide 2W loops capable of transmitting ISDN data rates, where technically feasible. For loops up to 18,000 feet from the MDF to the customer, the Loops will be designed within industry design parameters with a loss not to exceed 42 dB at 40kHz. Bridge taps will not exceed 2,500 feet with no single bridge tap greater than 2,000 feet. Customers located greater than 18,000 feet from the MDF will require special Loop provisioning at an additional charge.

5.1.5 4-Wire DS-1 Loops/ISDN PRI. These Loops will be designed to support a digital transmission rate of 1,544,000 bps. These Loops will be designed within industry parameters and have no bridge taps or load coils. These Loops will employ special line treatment (span line repeaters, office terminating repeaters at the GTE wire center or similar technology).

5.1.6 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 GTE services, will apply to the above unbundled Loop.

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

5.1.8 When an unbundled loop leased by MCIm from GTE, requires conditioning (upgrading) due to a customer's request to provide ISDN or service other than voice grade service, GTE will test the loop after conditioning and will provide it the results of those tests to MCIm. When MCIm provides its own switching, it will test unbundled loops. If there is a maintenance problem on an unbundled loop, MCIm will report the problem to GTE and GTE will be responsible for the repair of the loop. To the extent that GTE tests the loop and records the test results, GTE will proactively provide the test results to MCIm.

5.1.9 GTE agrees that in any circumstance where GTE would perform loop testing procedures and would record the results of those loop tests on a loop provided to MCIm by GTE as part of a resale service, GTE will proactively provide the results of this testing procedure to MCI.

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5.1.10 In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to MCIm at the time the trouble ticket is closed in the same manner as GTE provides to itself and its end users.

5.1.11 MCIm may order a copper twisted pair Loop even in instances where the Loop for services that GTE offers is other than a copper facility, where such facilities exist.

5.1.12 **Unbundled Loop Facility Certification.** Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled 2-wire analog voice grade loops provided by GTE, MCIm shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if MCIm deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has specific planned projects to deploy copper cable loop transport technologies within the next six months for which it can demonstrate a specific commitment by producing detailed engineering plans, GTE will so inform MCIm within two (2) business days and MCIm shall not be permitted to deploy such service enhancing copper cable technologies.

5.1.12.1 If MCIm fails to notify GTE of its plans to deploy service enhancing copper cable technology and obtain prior certification from GTE of the facilities, and if MCIm's deployment of such technology is determined to have caused interference with existing or planned copper cable loop transport technologies deployed by GTE in the same cable sheath, MCIm will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all incurred expense related to this interference.

5.1.12.2 Prior to GTE deploying service enhancing copper cable technology, as described above, GTE will validate, through a search of its facility assignment records, that MCIm has not deployed technologies within the same cable sheath that would be interfered with those planned by GTE. Should such incompatibility exist, GTE will not deploy such technology that would interfere with those already deployed by MCIm.

5.1.12.3 Should GTE deploy service enhancing copper technology which is determined to interfere with technology previously deployed by MCIm and MCIm can demonstrate that it had

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complied with GTE's Unbundled Loop Facility Certification procedure, GTE will remove their technology from the cable sheath, and reimburse MCIIm for all incurred expenses related to this interference.

5.1.12.4 Unbundled Loop Facility Reservation. GTE and MCIIm may each reserve for up to six (6) months the right to deploy within GTE's network copper cable loop transport technology for specific projects for which a Party can demonstrate a specific commitment by producing detailed engineering plans.

5.1.12.5 Requirements. Specific Loops as described in Sections 5.1.2 through 5.1.5 are capable of transmitting signals for the following services as needed by MCIIm to provide end-to-end service capability to its end-user customer):

1. 2-wire voice grade basic telephone services
2. 2-wire ISDN
3. 2-wire Centrex
4. 2 and 4-wire PBX lines or trunks
5. 2 and 4-wire vice grade private lines and foreign exchange lines
6. 4-wire digital data (2.4kps through 64Kbps and n times 64Kbps) (where $n < 24$)
7. 4-wire DS1 (switched or private line)

5.2 If GTE uses Integrated Digital Loop Carrier (DLCs) systems to provide the local loop, GTE will make alternate arrangements, equal in quality, to permit MCIIm to order a contiguous unbundled local loop at no additional cost to MCIIm. These arrangements may, at GTE's option, include the following: provide MCIIm with copper facilities or universal DLC that are acceptable to MCIIm, deploy Virtual Remote Terminals, allow MCIIm to purchase the entire Integrated DLC, or convert integrated DLCs to non-integrated systems.

5.3 Sub-Loop Components. MCIIm may purchase on an unbundled basis the following: Loop, NID, and Distribution. MCIIm may use the Bona Fide Request Process in Article III, to request unbundling of Loop Concentrator/Multiplexer and Loop Feeder. If a loop concentrator/multiplexer is offered on a shared use basis and there exists the problem of not having a spare DS-1 link when in the protected mode, until such time as the problem of protected mode operation is resolved, shared use of unbundled multiplexer/concentrator shall not be required.

5.3.1 Upon bona fide request from MCIIm, GTE agrees to provide access to the sub-loop network elements, at the Feeder Distribution Interface (FDI), based on the following conditions:

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5.3.1.1 MCIm agrees to pay GTE to expand or replace the FDI (over and above the established price of the basic Loop) to accommodate terminating the new MCIm cable.

5.3.1.2 MCIm shall be responsible for the TSLRIC costs (if any) required to create an interface at the main distribution frame if such interface does not already exist.

5.3.1.3 If implementation of sub-loop unbundling supports shared use of required unbundled facilities, then the TSLRIC cost of such facilities shall be allocated among the users, including GTE. If implementation supports only MCIm's use of the facilities, then MCIm shall pay the TSLRIC cost.

5.3.1.4 MCIm agrees to pay GTE an agreed upon charge to perform all cross connects within the GTE FDI (in addition to the price of the basic sub-loop network element(s) leased by MCIm).

5.3.1.5 MCIm agrees that since all cross connects will be performed by GTE personnel, MCIm personnel will not require access to the FDI.

5.3.1.6 Technical interface specifications, maintenance and administration issues will be resolved to the mutual satisfaction of GTE and MCIm, and, if the Parties cannot agree, GTE will provide access to the sub-loop network elements using existing GTE interface specifications, maintenance and administration policies. GTE is not responsible for the end-to-end performance of the entire loop when GTE does not provide all of the loop components.

5.3.2 Loop Concentrator/Multiplexer

5.3.2.1 Definition: The Loop Concentrator/Multiplexer is the Network Element that:

(1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical (E/O) conversion. The Loop

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Concentrator/Multiplexer function may be provided through a Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

5.3.3 Technical Requirements. In most instances, the Loop Concentrator/Multiplexer shall be capable of performing its functions on the signals for the following services, including but not limited to:

5.3.3.1 two-wire & four-wire analog voice grade loops;

5.3.3.2 two-wire & four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals.

5.3.3.3 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps, (where $n < 24$));

5.3.3.4 DS3 rate private lines;

5.3.3.5 Optical SONET rate private lines;

5.3.4 The Loop Concentrator/Multiplexer shall perform the following functions as appropriate:

5.3.4.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

5.3.4.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1, DS3, or optical SONET rates) for transport to the GTE central office through the Loop Feeder; and

5.3.4.3 Concentration of end-user subscriber signals onto fewer channels of a Loop Feeder (The concentration ratio shall be as specified by MCIm) subject to the technical specifications of the equipment.

5.3.5 GTE shall provide power for the Loop Concentrator /Multiplexer through a non-interruptible source if the function is performed in a Central Office, or from a commercial AC power source with battery backup if the equipment is located outside a Central Office.

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5.3.6 The Loop Concentrator/Multiplexer shall be provided to MCIm in accordance with the following Technical References:

5.3.6.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

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

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

5.3.6.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.

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

5.3.6.6 ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification.

5.3.6.7 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.

5.3.6.8 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.

5.3.6.9 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev. 1, December 1993; Supplement 1, December 1993.

5.3.6.10 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

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

5.4 Requirements for an Intelligent Loop Concentrator/ Multiplexer.

5.4.1 In addition to the basic functions described above for the Loop Concentrator/Multiplexer, the Intelligent Loop Concentrator/Multiplexer (IC/M) shall provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate.

5.4.2 The underlying equipment that provides such IC/M function shall continuously monitor protected circuit packs and redundant common equipment.

5.4.3 The underlying equipment that provides such IC/M function shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

5.4.4 The underlying equipment that provides such IC/M function shall be equipped with a redundant power supply or a battery back-up.

5.4.5 At MCI's option, GTE shall provide MCI with real time performance monitoring and alarm data on IC/M elements that may affect MCI's traffic. This includes IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function.

5.4.6 At MCI's option, GTE shall provide MCI with real time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

5.5 Interface Requirements

5.5.1 The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration that MCI designates:

5.5.2 The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface at the serving Wire Center, as described in the references in Section 5.3.10.

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5.5.3 The Loop Concentrator/Multiplexer shall provide digital 4-wire electrical interfaces at the serving Wire Center, as described in the references in Section 5.3.10.

5.5.4 The Loop Concentrator/Multiplexer shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, N as described in the references in Section 5.3.10.

5.5.5 The Loop Concentrator/Multiplexer shall provide the Bellcore TR-303 DS1 level interface at the serving wire center subject to the technical specifications of the equipment. Loop Concentrator/ Multiplexer shall provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by MCIm. Such interface requirements are specified in the references in Section 5.3.10.

5.5.6 The Intelligent Loop Concentrator/Multiplexer shall be provided to MCIm in accordance with the Technical References set forth in Sections 5.3.10.8 through 5.3.10.11 above.

5.6 Loop Feeder

5.6.1 Definition: The Loop Feeder is the Network Element that provides connectivity between (1) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office.

5.6.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies as available. In certain cases, MCIm will require a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that GTE offers is other than a copper facility.

5.6.3 Requirements for Loop Feeder

5.6.3.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals as appropriate.

5.6.3.2 GTE shall provide appropriate power for all active elements in the Loop Feeder. GTE will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up

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when the equipment is located in an outside plant Remote Terminal (RT).

5.6.4 Additional Requirements for Special Copper Loop Feeder Medium. In addition to requirements set forth in this Section, MCI_m may require GTE to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (*e.g.*, filters, load coils, and range extenders), so that MCI_m can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

5.6.5 Additional Technical Requirements for DS1 Conditioned Loop Feeder. In addition to the requirements set forth in this Section, MCI_m may designate that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the references below in Section 5.6.6.1.

5.6.6 Additional Technical Requirements for Optical Loop Feeder. In addition to the requirements set forth in this Section, MCI_m may designate that Loop Feeder will transport DS3 and OC_n (where *n* is defined in the technical reference in this Section), where available. The requirements for such transport are defined in the references below in Section 5.6.6.1.

5.6.6.1 GTE shall offer Loop Feeder in accordance with the requirements set forth in the following Technical References:

5.6.6.1.1 Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7 for DS1 interfaces.

5.6.6.1.2 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

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

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

5.6.6.1.5 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.

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

5.6.6.1.7 ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification.

5.6.6.1.8 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.

5.6.6.2 Interface Requirements.

5.6.6.2.1 The Loop Feeder point of termination (POT) within a GTE central office will be as follows:

5.6.6.2.1.1 Copper twisted pairs shall terminate on the MDF;

5.6.6.2.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

5.6.6.2.1.3 Fiber Optic cable shall terminate on a LGX.

5.6.6.2.2 Loop Feeder shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

5.6.6.2.2.1 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2. August 1987.

5.6.6.2.2.2 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992-Rev. 1, December 1993-1 Supplement 1, December 1993.

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

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6. Distribution

6.1 Definition:

6.1.1 Distribution provides connectivity between the NID component of Loop Distribution and the terminal block on the subscriber-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office. The feeder-distribution interface (FDI) in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device ("green box") or in a vault or manhole.

6.1.2 The Distribution may be copper twisted pair, coax cable, single or multi-mode fiber optic cable or other technologies. A combination that includes two or more of these media is also possible. In certain cases, MCIm shall require a copper twisted pair Distribution even in instances where the Distribution for services that GTE offers is other than a copper facility, where such facilities exist.

6.2 Requirements for All Distribution

6.2.1 Distribution shall be capable of transmitting signals for the following services (as requested by MCIm):

6.2.1.1 Two-wire & four-wire analog voice grade loops;

6.2.1.2 Two-wire & four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals.

6.2.2 Distribution shall transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

6.2.3 Distribution shall support functions associated with provisioning, maintenance and testing of the Distribution itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

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6.2.4 Where available, Distribution shall provide performance monitoring of the Distribution itself, as well as provide necessary access for performance monitoring for Network Elements to which it is associated.

6.2.5 Distribution shall be equal to or better than all of the applicable requirements set forth in the following technical references:

6.2.5.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems", and,

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

6.2.5.3 GTE shall provide to MCI distribution using existing facilities. To the extent GTE needs to use temporary facilities to provide service to an MCI subscriber, it shall use its best faith efforts to discontinue use of such facilities at the earliest possible date.

6.2.6 GTE shall offer Distribution together with, and separately from the NID component of Loop Distribution.

6.3 Additional Requirements for Special Copper Distribution

In addition to Distribution that supports the requirements in Section 6.2. (above), where copper twisted pair is available MCI may designate Distribution to be copper twisted pair which is unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that MCI can use these loops for a variety of services by attaching appropriate terminal equipment at the ends.

6.4 Additional Requirements for Fiber Distribution

Fiber optic cable Distribution shall be capable of transmitting signals for the following services in addition to the ones under Section 6.2.1 above:

6.4.1 DS3 rate private line service;

6.4.2 Optical SONET OCn rate private lines (where n is defined in the technical reference in this Section 6; and

6.4.3 Analog Radio Frequency based services (e.g., Cable Television (CATV)).

6.5 Additional Requirements for Coaxial Cable Distribution

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Coaxial Cable (coax) Distribution shall be capable of transmitting signals for the following services in addition to the ones under Section 6.2.1 above:

6.5.1 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mb/s and 45 Mb/s; and

6.5.2 Analog Radio Frequency based services (e.g., CATV).

6.6 Interface Requirements

6.6.1 Signal transfers between the Distribution and the NID shall have levels of degradation that are within the performance requirements set forth in Section 19 of this Article VI.

6.6.2 The performance of distribution shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.6.2.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

6.6.2.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

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

6.6.2.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991

7. Local Switching

7.1 Definition:

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. The desired connection path for each call type will vary by subscriber and will be specified by MCIm as a routing scenario that will be implemented in advance as part of or after the purchases of the unbundled local switching. Such functionality shall include all of the features, functions, and capabilities that the underlying

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GTE switch that is providing such Local Switching function is capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex-like services, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. Local Switching shall also be capable of routing local, intraLATA, interLATA, and international calls to the subscriber's preferred carrier, including call features (e.g., call forwarding) and Centrex capabilities.

7.1.2 Local Switching, including the ability to route to MCIm's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport.

7.2 GTE shall provide MCIm unbundled access to all technically feasible facilities, functions, features and capabilities of its local switches. **If any MCIm written request for a facility function, feature or capability of a GTE local switch is technically feasible, but requires modifications to the switch, GTE shall in writing so advise MCIm within five (5) business days of receiving such request. GTE shall promptly, and in all events within a further five (5) business day period, provide a written report explaining to MCIm (i) whether such modification must be developed or endorsed by a vendor, or (ii) is already available to GTE, and, where such modification is available to GTE, the cost for such modification and a schedule for implementation.** Where such modification must be developed or endorsed by a vendor, GTE shall promptly seek a vendor proposal (including any available options for expedited service) provide periodic written status of vendor progress and, upon receipt, provide such vendor proposal to MCIm, along with an estimate of additional costs if any, and completion, schedule. Upon approval by MCIm of the cost and schedule, GTE shall commence work upon and complete such modification by the date agreed to by MCIm.

7.2.1 MCIm shall retain exclusive rights to the use of any facility, function, feature or capability for which it pays GTE for

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development. If a person purchasing unbundled network elements from GTE desires to use a facility, function, feature or capability that has been added to a local switch at the expense of MCIm, such party shall reimburse MCIm for a proportionate share of the amounts paid by MCIm to GTE for the development and implementation of such facility, function, feature or capability. If, at any time, GTE desires to use such facility, function, feature or capability, then GTE shall refund to MCIm (and, if applicable, pay to any person having reimbursed MCIm) any amounts that MCIm paid GTE pursuant to this Section 7.2 for development and implementation the facility, function, feature or capability.

7.2.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.2.1 GTE shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.2.2 GTE shall route calls on a per line or per screening class basis to (1) GTE platforms providing Network Elements or additional functionality, (2) MCIm designated platforms, or (3) third-party platforms (e.g., Operator Services, Directory Assistance).

7.2.2.3 GTE shall provide recorded announcements as designated by MCIm and call progress tones to alert callers of call progress and disposition, where technically feasible.

7.2.2.4 GTE shall change a subscriber from GTE to MCIm without loss of feature functionality, unless expressly agreed otherwise by MCIm.

7.2.2.5 GTE shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule agreed to by the Parties.

7.2.2.6 GTE shall repair and restore any equipment or any other maintainable component that may adversely impact MCIm's use of unbundled Local Switching.

7.2.2.7 GTE shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and

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Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or GTE.

7.2.2.8 GTE shall perform manual call trace as designated by MCIm and permit subscriber originated call trace, using procedures provided by GTE.

7.2.2.9 GTE shall record all billable events, involving usage of the element, and send the appropriate recording data to MCIm as outlined in Article VIII.

7.2.2.10 For 911 calls, GTE shall allow interconnection from MCIm local switching elements and GTE shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.2.11 Where GTE provides the following special services, it shall provide to MCIm:

7.2.2.11.1 Essential Service Lines;

7.2.2.11.2 Telephone Service Prioritization;

7.2.2.11.3 Telephone Relay Services for handicapped;

7.2.2.11.4 Soft dial tone where required by law. Where GTE provides soft dial tone, it shall do so on a competitively-neutral basis.

7.2.2.11.5 Any other service required by law or regulation.

7.2.2.12 GTE shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the section on Tandem Switching. These capabilities shall adhere to Bellcore specifications TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

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7.2.2.13 Where technically feasible, GTE shall provide interfaces to adjuncts through industry standard and Bellcore interfaces. These adjuncts can include, but are not limited to, Service Node, Service Circuit Node, Voice Mail and Automatic Call Distributors. Examples of existing interfaces are ANSI ISDN standards Q.931 and Q.932.

7.2.2.14 GTE shall provide performance data regarding a subscriber line, traffic characteristics or other measurable elements to MCIm, upon MCIm's request where available.

7.2.2.15 GTE shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by GTE to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.2.15.1 Basic and primary rate ISDN;

7.2.2.15.2 Residential features;

7.2.2.15.3 Custom Local Area Signaling Services (CLASS/LASS);

7.2.2.15.4 Custom Calling Features;

7.2.2.15.5 CentraNet (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.2.15.6 Advanced intelligent network triggers supporting MCIm, and GTE service applications, in GTE's SCPs. This would include the following list of AIN capabilities to the extent technically feasible and available to GTE for offering AIN based services:

7.2.2.15.6.1 Off-Hook Immediate;

7.2.2.15.6.2 Off-Hook Delay;

7.2.2.15.6.3 Private EAMF Trunk;

7.2.2.15.6.4 Shared Interoffice Trunk (EAMF, SS7);

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7.2.2.15.6.5 Termination Attempt;

7.2.2.15.6.6 3/6/10;

7.2.2.15.6.7 N11;

7.2.2.15.6.8 Feature Code Dialing;

7.2.2.15.6.9 Custom Dialing Plan(s);

7.2.2.15.6.10 Automatic Route Selection; and

7.2.2.15.6.11 Where such AIN functionality is not currently deployed, capabilities shall be provided pursuant to the BFR process contained in Article III of this Agreement.

7.2.2.16 GTE shall assign each MCIm subscriber line the class of service designated by MCIm (e.g., using line class codes or other switch specific provisioning methods), and shall route calls from MCIm subscribers as directed by MCIm at MCIm's option. This includes each of the following call types:

7.2.2.16.1 O+/O- calls (e.g. Operator Services)

7.2.2.16.2 911 calls

7.2.2.16.3 411/DA calls

7.2.2.16.4 InterLATA calls specific to PIC

7.2.2.16.5 IntraLATA calls specific to PIC

7.2.2.16.6 800/888 calls, prior to database query, where technically feasible

7.2.2.16.7 Call forwarding of any type supported on the switch, to a line or a trunk

7.2.2.16.8 Any other customized routing that may be supported by the GTE switch

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7.2.2.17 If an MCIm subscriber subscribes to MCIm provided voice mail and messaging services, GTE shall redirect incoming calls to the MCIm system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, GTE shall provide a Standard Message Desk Interface-Enhanced (SMDI-E) interface, where available, to the MCIm system. GTE shall support the Inter-switch Voice Messaging Service (IVMS) capability.

7.2.2.18 Local Switching shall be offered in accordance with the requirements of the following technical references and their future releases:

7.2.2.18.1 GR-1298-CORE, AIN Switching System Generic Requirements;

7.2.2.18.2 GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.2.18.3 TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.2.18.4 SR-NWT-002247, AIN Release 1 Update.

7.2.3 Interface Requirements:

7.2.3.1 GTE shall provide the following interfaces to loops, where available:

7.2.3.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.2.3.1.2 Coin phone signaling;

7.2.3.1.3 Basic Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.3.1.4 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.3.1.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

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7.2.3.1.6 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);

7.2.3.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.3.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.3.1.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.3.2 GTE shall provide access, at a minimum, to the following:

7.2.3.2.1 SS7 Signaling Network (where available) or Multi-Frequency trunking if requested by MCIm;

7.2.3.2.2 Interface to MCIm operator services systems or Operator Services through appropriate trunk interconnections for the system;

7.2.3.2.3 Interface to MCIm directory assistance services through the MCIm switched network or to Directory Services through the appropriate trunk interconnections for the system; and

7.2.3.2.4 950 access or other MCIm required access to interexchange carriers as requested through appropriate trunk interfaces.

7.3 Integrated Services Digital Network (ISDN)

7.3.1 Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D Channel may be used for call related signaling.

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7.3.2 Technical Requirements — ISDN

7.3.2.1 GTE shall offer Data Switching providing ISDN that, at a minimum:

7.3.2.1.1 Provides integrated Packet handling capabilities;

7.3.2.1.2 Allows for full 2B+D Channel functionality for BRI; and

7.3.2.1.3 Allows for full 23B+D Channel functionality for PRI.

7.3.2.1.4 Each B Channel shall allow for voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

7.3.2.1.5 Each B Channel shall provide capabilities for alternate voice and data on a per call basis.

7.3.2.1.6 The BRI D Channel shall allow for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.3.2.1.7 The PRI D Channel shall allow for call associated signaling.

7.3.3 Interface Requirements — ISDN

7.3.3.1 GTE shall provide the BRI U interface using 2-wire copper loops in accordance with TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines*.

7.3.3.2 GTE shall provide the BRI interface using Digital Subscriber Loops adhering to Bellcore TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.3.3.3 GTE shall offer PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements.

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7.3.3.4 GTE shall offer PSD trunk interfaces operating at 56 Kbps.

8. Common Transport

8.1 Definition:

Common Transport is an interoffice transmission path between GTE Network Elements (illustrated in Figure 2) shared by carriers. Where GTE Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. GTE shall offer Common Transport as of the effective date of the agreement, at DS0, DS1, DS3, STS-1 or higher transmission bit rate circuits. Common Transport consists of GTE inter-office transport facilities and is distinct and separate from local switching.

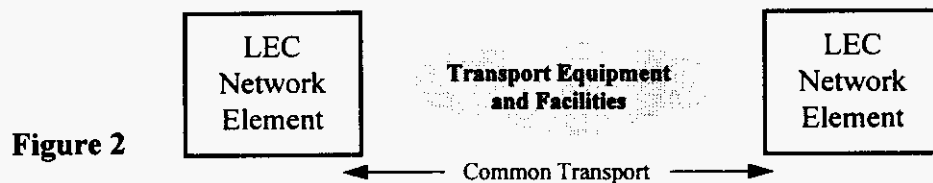


Figure 2 is illustrative only.

8.2 Technical Requirements

8.2.1 GTE shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

8.2.2 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.3 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.3.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.3.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.2.3.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) -

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Basic Description including Multiplex Structure, Rates and Formats;

8.2.3.4 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Automatic Protection Switching;

8.2.3.5 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.3.6 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.3.7 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET)- Jitter at Network Interfaces - DS1 Supplement;

8.2.3.8 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.3.9 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.3.10 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.3.11 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

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

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

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

8.2.3.15 ANSI T1.107b-1991 -American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.3.16 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.3.17 ANSI T1.403-1989, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

8.2.3.18 ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification;

8.2.3.19 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.2.3.20 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

8.2.3.21 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.3.22 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.3.23 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.3.24 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.3.25 Bellcore TR-NWT-000776, Network Interface Description for ISDN Subscriber Access;

8.2.3.26 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

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8.2.3.27 Bellcore ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.3.28 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

9. Dedicated Transport

9.1 Definition

9.1.1 Dedicated Transport is an interoffice transmission path between MCI designated locations to which MCI is granted exclusive use. Such locations may include GTE central offices or other locations, MCI network components, other carrier network components, or subscriber premises. Dedicated Transport is depicted below in Figure 3.

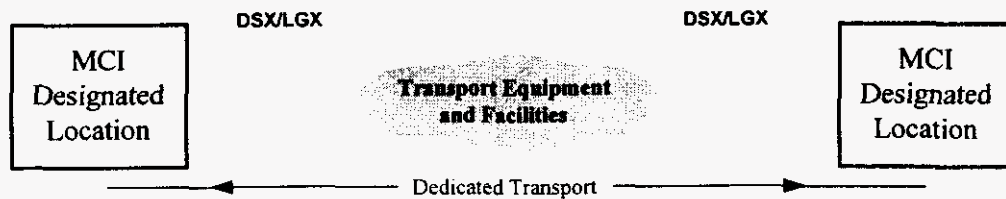


Figure 3

9.1.2 GTE shall offer Dedicated Transport in each of the following manners:

9.1.2.1 As capacity on a shared facility.

9.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to MCI.

9.1.2.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to MCI.

9.1.3 When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include (as appropriate):

9.1.3.1 Multiplexing functionality;

9.1.3.2 Grooming functionality; and,

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9.1.3.3 Redundant equipment and facilities necessary to support protection and restoration.

9.1.4 When Dedicated Transport is provided as a system it shall include:

9.1.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

9.1.4.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

9.1.4.3 Redundant equipment and facilities necessary to support protection and restoration; and,

9.1.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in Section 11.

9.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

9.2.1 When GTE provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to MCIm designated traffic.

9.2.2 GTE shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

9.2.3 When requested by MCIm, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

9.2.4 When physical diversity is requested by MCIm, GTE shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment (unless otherwise agreed by MCIm).

9.2.5 Upon MCIm's request and when technically feasible to isolate MCIm data, GTE shall provide Real Time and continuous remote access

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to performance monitoring and alarm data affecting, or potentially affecting, MCIm's traffic.

9.2.6 GTE shall offer the following interface transmission rates for Dedicated Transport, where available:

9.2.6.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);

9.2.6.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);

9.2.6.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an MCIm service node;

9.2.6.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

9.2.7 GTE shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and MCIm designated equipment. GTE shall provide the following equipment for the physical POT:

9.2.7.1 DSX1 for DS1s or VT1.5s;

9.2.7.2 DSX3 for DS3s or STS-1s; and

9.2.7.3 LGX for optical signals (e.g., OC-3 and OC-12).

9.2.8 GTE shall provide physical access to the POT for personnel designated by MCIm (for testing, facility interconnection, and other purposes designated by MCIm) in accordance with the provisions of Article XIII.

9.2.9 For Dedicated Transport provided as a system, GTE shall design the system (including but not limited to facility routing and termination points) according to MCIm specifications.

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9.2.10 Upon MCI's request when technically feasible, GTE shall provide MCI with electronic provisioning control of an MCI specified Dedicated Transport.

9.2.11 GTE shall offer Dedicated Transport together with and separately from DCS.

9.3 Technical Requirements for Dedicated Transport Using SONET Technology. This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.

9.3.1 All SONET Dedicated Transport provided as a system shall:

9.3.1.1 Be synchronized from both a primary and secondary Stratum 1 level timing source.

9.3.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard Section, Line and Path performance monitoring, maintenance signals, alarms, and data channels.

9.3.1.3 Provide Data Communications Channel (DCC) or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing DCC messages between MCI and SONET network components connected to the Dedicated Transport. For example, if MCI leases a dedicated SONET ring from GTE, that ring shall support DCC message routing between MCI and SONET network components connected to the ring.

9.3.1.4 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):

9.3.1.4.1 No more than 10 Errored Seconds Per Day (Errored Seconds are defined in the technical reference at Section 9.4.5); and

9.3.1.4.2 No more than 1 Severely Errored Second Per Day (Severely Errored Seconds are defined in the technical reference at Section 9.4.5).

9.3.2 SONET rings shall:

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9.3.2.1 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intraoffice wiring). "Diversely routed" shall be interpreted as the maximum feasible physical separation between transmission paths, unless otherwise agreed by MCI.

9.3.2.2 Support dual ring interworking per SONET Standards.

9.3.2.3 Provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.

9.3.2.4 Provide the ability to disable ring protection switching at MCI's direction (selective protection lock-out). This requirement applies to line switched rings only.

9.3.2.5 Provide the ability to use the protection channels to carry traffic (extra traffic). This requirement applies to line switched rings only.

9.3.2.6 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.

9.3.2.7 Have settable ring protection switching thresholds that shall be set in accordance with MCI's specifications.

9.3.2.8 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.

9.3.2.9 Provide non-revertive protection switching. This requirement applies to path switched rings only.

9.3.2.10 Adhere to the following availability requirements, where availability is defined in the technical reference set forth in Section 10.4.5.

9.3.2.10.1 No more than 0.25 minutes of unavailability month; and

9.3.2.10.2 No more than 0.5 minutes of unavailability per year.

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9.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in Section 8.2.3 and in the following technical references.

9.4.1 ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures;

9.4.2 ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications;

9.4.3 ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment;

9.4.4 ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment;

9.4.5 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission Performance Monitoring.

10. Signaling Link Transport. SS7 signaling and transport used in support of provision of service by MCIm shall be in accordance with the following terms and conditions:

10.1 Signaling Link Transport - Definition:

Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between MCIm-designated Signaling Points of Interconnection (SPOI) and a cross connect at a GTE STP site that provides appropriate physical diversity.

10.2 Technical Requirements

10.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

10.2.2 Of the various options available, Signaling Link Transport shall consist of the following two types:

10.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPs) pair; and

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10.2.2.2 As a "B-link or D-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers (CLECs)).

10.2.3 Signaling Link Transport shall consist of two or more signaling links per layer as follows:

10.2.3.1 An A-link layer shall consist of two links.

10.2.3.2 A B-link or D-link layer shall consist of four links.

10.2.4 A signaling link layer shall satisfy a performance objective such that:

10.2.4.1 There shall be no more than two minutes down time per year for an A-link layer, and

10.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link or D-link layer.

10.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

10.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

10.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link or D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.3 Interface Requirements

10.3.1 Upon request, GTE shall provide interface to signaling link transmission paths at either DS0 (56 Kbps) or DS1 (1.544 Mbps) rates.

11. Signal Transfer Points (STPs)

11.1 STP - Definition:

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STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Connections to STPs shall be charged on a per-port basis. Such charges shall be reciprocal in accordance with Appendix C of this Agreement. Figure 4 depicts STPs within a signaling network.

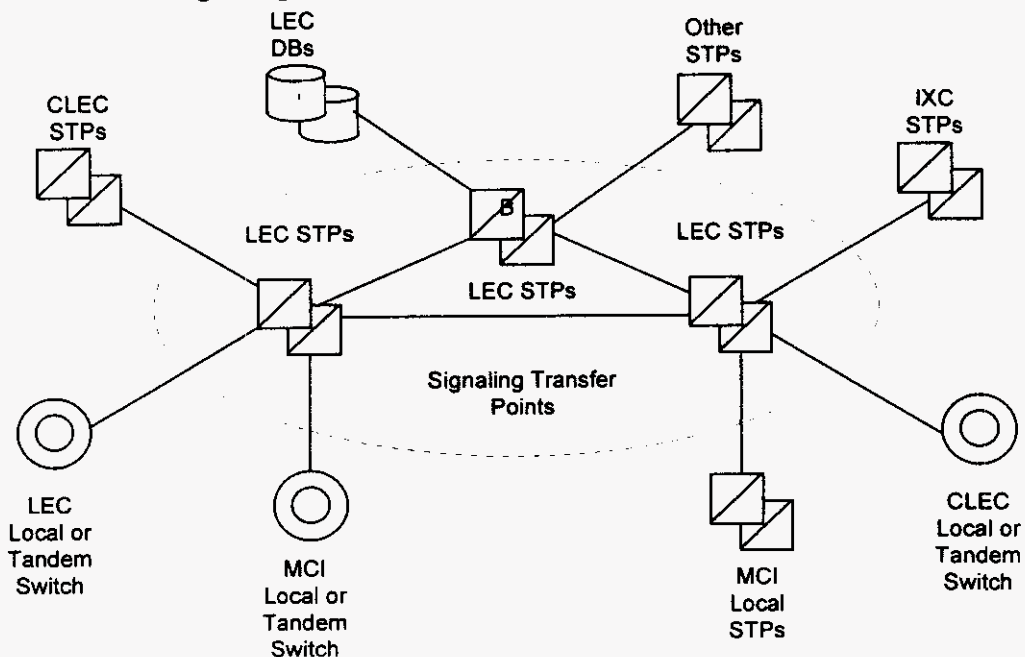


Figure 4

11.2 Technical Requirements

11.2.1 STPs shall provide access to all other Network Elements connected to those STPs on the GTE SS7 network. These include:

11.2.1.1 GTE Local Switching or Tandem Switching;

11.2.1.2 GTE Service Control Points/DataBases;

11.2.1.3 Third-party local or tandem switching systems connected to the GTE SS7 network; and

11.2.1.4 Third-party-provided STPs connected to the GTE SS7 network.

11.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to those STPs on

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GTE's SS7 network. This explicitly includes the use of GTE's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the GTE SS7 network (i.e., transit messages). When the GTE SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

11.2.3 If a GTE tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an MCIm local switch and third party local switch, GTE's SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the MCIm local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to GTE's STPs.

11.2.4 STPs shall provide all functions of the Message Transfer Part (MTP) as specified in ANSI T1.111. This includes:

11.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

11.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

11.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

11.2.5 STPs shall provide all functions of the Signaling Connection Control Part (SCCP) necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4.

11.2.6 In cases where the destination signaling point is a GTE local or tandem switching system or data base, or is an MCIm or third party local or tandem switching system directly connected to GTE's SS7 network, GTE STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the GTE SS7 network, and shall not perform SCCP Subsystem Management of the destination.

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11.2.7 STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on GTE STPs.

11.2.8 STPs shall provide functions of the Operations and Maintenance Application Part (OMAP) commonly provided by STPs, (as specified in ANSI T1.116). This includes:

11.2.8.1 MTP Routing Verification Test (MRVT); and,

11.2.8.2 SCCP Routing Verification Test (SRVT).

11.2.9 In cases where the destination signaling point is a GTE local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the GTE SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the GTE SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of GTE STPs.

11.2.10 Performance of STPs shall be equal to or better than the following performance requirements:

11.2.10.1 MTP Performance, as specified in ANSI T1.111.6; and

11.2.10.2 SCCP Performance, as specified in ANSI T1.112.5.

11.3 Interface Requirements

11.3.1 GTE shall provide the following STPs options to connect MCIm or MCIm-designated local switching systems or STPs to the GTE SS7 network:

11.3.1.1 An A-link interface from MCIm local switching systems; and,

11.3.1.2 A B-link or D-link interface from MCIm local STPs.

11.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

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11.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

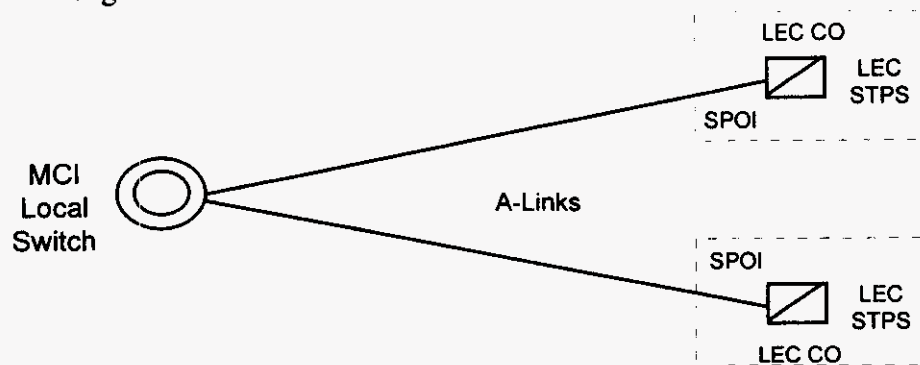


Figure 6. A-Link Interface

11.3.3 The Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the GTE STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. GTE shall offer higher rate DS1 signaling for interconnecting MCIIm local switching systems or STPs with GTE STPs as soon as these become approved ANSI standards and available capabilities of GTE STPs.

11.3.4 GTE shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

11.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

11.3.4.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

11.4 Message Screening

11.4.1 GTE shall set message screening parameters so as to accept messages from MCIIm local or tandem switching systems destined to any signaling point in the GTE SS7 network, within which the MCIIm switching system is connected and has a legitimate signaling relationship.

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11.4.2 GTE shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point or network interconnected to the GTE SS7 network, within which the MCIm switching system is connected and has a legitimate signaling relationship.

11.4.3 GTE shall set message screening parameters so as to accept messages destined to an MCIm local or tandem switching system from any signaling point or network interconnected to those STPs in the GTE SS7 network with which the MCIm switching system is connected and has a legitimate signaling relation.

11.4.4 GTE shall set message screening parameters so as to accept and send messages destined to an MCIm SCP from any signaling point or network interconnected to those STPs in the GTE SS7 network with which the MCIm SCP is connected and has a legitimate signaling relation.

11.5 STP Requirements

11.5.1 The performance of STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

11.5.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

11.5.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

11.5.4 ANSI T1.112-1992 American National, Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

11.5.5 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

11.5.6 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

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11.5.7 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

11.5.8 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

11.5.9 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12. Service Control Points Databases

12.1 SCP Database - Definition:

12.1.1 SCP Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. SCP Databases include, but are not limited to: Number Portability, LIDB, and Toll Free Number Databases. The Parties may apply a per-port connection charge for each STP port used to access SCP databases.

12.1.2 A Service Control Point (SCP) is a specific type of Database Network Element functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provides information necessary to route 800 calls).

12.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to MCIm in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 12.3 through 12.6:

12.2.1 GTE shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 11 of this Article, with TCAP as the application layer protocol.

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12.2.2 GTE shall provide physical interconnection to databases via industry standard interfaces and protocols.

12.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 11 of this Attachment (which applies to both SS7 and non-SS7 interfaces).

12.2.4 GTE shall have as a design criterion so that database functionality shall be unavailable a maximum of thirty (30) minutes per year.

12.2.5 GTE shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

12.2.6 The operational interface provided by GTE shall complete Database transactions (i.e., add, modify, delete) for MCIm subscriber records stored in GTE databases within 24 hours, or sooner where GTE provisions its own subscriber records within a shorter interval.

12.2.7 GTE shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of GTE Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

12.2.8 GTE shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

12.2.9 GTE shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

12.2.10 GTE shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

12.3 Number Portability Database

12.3.1 Definition:

The Number Portability (NP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. NP database functionality shall also include Global Title Translations (GTT) for calls involving ported numbers even if GTE

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provides GTT functionality in another Network Element. This Subsection 12.3 supplements the requirements of Subsections 12.2 and 12.6. GTE shall provide the Number Portability Database in accordance with the following:

12.3.2 Requirements

12.3.2.1 GTE shall make GTE NP database available for MCIm switches to query to obtain the appropriate routing number on calls to ported numbers or the industry specified indication that the number is not ported for non-portable numbers in NPA-NXXs that are opened to portability. The specified indication will also be provided when the NPA-NXX is not open to portability;

12.3.2.2 Query responses shall provide such additional information, for example, Service Provider identification, as may be specified in the NP implementation in the relevant regulatory jurisdiction;

12.3.2.3 GTE shall provide GTT for CLASS or LIDB queries routed to the GTE network by MCIm switches. GTE database or other Network Element shall perform the GTT function and route the query to the appropriate switch or LIDB accordingly;

12.3.2.4 The NP database shall provide such other functionality as has been specified in the regulatory jurisdiction in which portability has been implemented.

12.3.2.4.1 Unavailability of the NP database query and GTT applications shall not exceed 4 minutes per year; and

12.3.2.4.2 The GTE NP database shall respond to a query within 125 msec. of receipt of the query.

12.3.3 Interface Requirements

12.3.3.1 GTE shall interconnect the signaling interface between the MCIm or other local switch and the NP database using the TCAP protocol as specified in the technical reference in Section 12.6.1, together with the signaling network interface as specified in the technical reference in Section 12.6.2, and such further requirements (e.g., AIN or IN protocols) as may be specified by bodies responsible for implementation of number portability in the jurisdiction at hand; (e.g., Generic Requirements for SCP

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Application and GTT Function for Number Portability, Issue 0.3,
Final Draft, March 22, 1996 (Editor - Ameritech Inc.).

12.4 Line Information Database (LIDB)

This Subsection 12.4 defines and sets forth additional requirements for the Line Information Database. This Subsection 12.4 supplements the requirements of Subsection 12.2 and 12.6. Charges for use of GTE's LIDB will be on a per-query response basis.

12.4.1 Definition:

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with subscriber Line Numbers and Special Billing Numbers (in accordance with the requirements in the technical reference in Section 12.6.5). LIDB accepts queries from other Network Elements, or MCIm's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the GTE CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

12.4.2 Technical Requirements

12.4.2.1 Prior to the availability of a long-term solution for Number Portability, GTE shall enable MCIm to store in GTE's LIDB any subscriber Line Number or Special Billing Number record, (in accordance with the technical reference in Section 12.6.5) whether ported or not, for which the NPA-NXX or NXX-0/IXX Group is supported by that LIDB.

12.4.2.2 Prior to the availability of a long-term solution for Number Portability, GTE shall enable MCIm to store in GTE's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Section 12.6.5) record, whether ported or not, and NPA-NXX and NXX-0/IXX Group Records, belonging to an NPA-NXX or NXX-0/1 XX owned by MCIm.

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12.4.2.3 Subsequent to the availability of a long-term solution for Number Portability, GTE shall enable MCIm to store in GTE's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Section 12.6.5) record.

12.4.2.4 GTE shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 12.6.5) for MCIm's subscriber records in LIDB:

12.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

12.4.2.4.2 Calling Card Validation.

12.4.2.5 GTE shall process MCIm's subscriber records in LIDB at least at parity with GTE subscriber records, with respect to other LIDB functions (as defined in the technical reference in Section 13.5). GTE shall indicate to MCIm what additional functions (if any) are performed by LIDB in their network.

12.4.2.6 Within two (2) weeks after a request by MCIm, GTE shall provide MCIm with a list of the subscriber data items which MCIm would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

12.4.2.7 Design and performance criteria for GTE's LIDB systems shall be such that:

12.4.2.7.1 operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year;

12.4.2.7.2 operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year;

12.4.2.7.3 the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Section 12.6.5) no more than 12 hours per year.

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Such deficiency period is in addition to the periods specified in Section 12.4.2.7.1-2.

12.4.2.7.4 GTE shall provide MCIm with the capability to provision (e.g., to add, update, and delete) NPA-NXX and NXX-0/IXX Group Records, and Line Number and Special Billing Number Records, associated with MCIm subscribers, directly into GTE's LIDB provisioning process.

12.4.2.7.5 Unless directed otherwise by MCIm, in the event that end user subscribers change their local service provider, GTE shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data.

12.4.2.7.6 All additions, updates and deletions of MCIm data to the LIDB shall be solely at the direction of MCIm.

12.4.2.7.7 GTE shall provide priority updates to LIDB for MCIm data upon MCIm's request (e.g., to support fraud protection).

12.4.2.7.8 GTE shall provide MCIm the capability to directly obtain, through an electronic interface, reports of all MCIm data in LIDB once GTE has the ability to partition LIDB.

12.4.2.7.9 No more than 0.01% of MCIm subscriber records will be missing from LIDB.

12.4.2.7.10 GTE shall perform backup and recovery of all of MCIm's data in LIDB as frequently as MCIm may reasonably specify, including sending to LIDB all changes made since the date of the most recent backup copy.

12.4.2.7.11 GTE shall provide to MCIm access to LIDB measurements and reports at least at parity with the capability GTE has for its own subscriber records and that GTE provides to any other party. Such access shall be electronic once GTE has the ability to partition LIDB.

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12.4.2.7.12 GTE shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Section 12.6.5.

12.4.2.7.13 GTE shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 12.6.5.

12.4.2.7.14 99.9 % of all LIDB queries in a round-trip response within 2 seconds.

12.4.2.7.15 LIDB performance that complies with the following standards:

12.4.2.7.15.1 There shall be at least a 99.9% reply rate to all query attempts.

12.4.2.7.15.2 Queries shall time out at LIDB no more than 0.1% of the time.

12.4.2.7.15.3 Data in LIDB replies shall have at no more than 2% unexpected data values, for all queries to LIDB.

12.4.2.7.15.4 No more than 0.01% of all LIDB queries shall return a missing subscriber record.

12.4.2.7.15.5 There shall be no defects in LIDB Data Screening of responses.

12.4.2.7.15.6 Group troubles shall occur for no more than 1% of LIDB queries. Group troubles include:

12.4.2.7.15.7 Missing Group -- When reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.

12.4.2.7.15.8 Vacant Code -- When a 6-digit code is active but is not assigned to any subscriber on that code.

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12.4.2.7.15.9 Non-Participating Group and unavailable Network Resource — should be identified in the LARG (LIDB Access Routing Guide) so MCIIm does not pay access for queries that will be denied in LIDB.

12.4.2.8 GTE shall provide MCIIm with LIDB reports of data which are missing or contain errors within the time period reasonably designated by MCIIm.

12.4.2.9 GTE shall prevent any access to or use of MCIIm data in LIDB by GTE personnel or by any other party that is not authorized by MCIIm in writing.

12.4.2.10 GTE shall provide MCIIm performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, (in accordance with the technical reference in Section 12.6.5) for Subscriber Data that is part of an NPA-NXX or NXX-0/1XX wholly or partially owned by MCIIm at least at parity with GTE Subscriber Data. GTE shall obtain from MCIIm the screening information associated with LIDB Data Screening of MCIIm data in accordance with this requirement.

12.4.2.11 GTE shall accept queries to LIDB associated with MCIIm subscriber records, and shall return responses in accordance with the requirements of this Section 12.

12.4.3 Interface Requirements

GTE shall offer LIDB in accordance with the requirements of this subsection 13.4.3.

12.4.3.1 The interface to LIDB shall be in accordance with the technical reference in Section 12.6.3.

12.4.3.2 The CCS interface to LIDB shall be the standard interface described in Section 12.6.3.

12.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference in Section 12.6.4. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

12.5 Toll Free Number Database

The Toll Free Number Database is a SCP database that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from SSPs. Charges for use of GTE's toll free number database will be on a per-query response basis. *However, GTE shall not apply a charge when the query occurs as a result of a call over an unbundled switching port, nor for queries initiated by MCI's switch to route a toll-free call to GTE's 800/888 service customers.* This Subsection 12.5 supplements the requirements of Subsection 12.2 and 12.6. GTE shall provide the Toll Free Number Database in accordance with the following:

12.5.1 Technical Requirements

12.5.1.1 GTE shall make the GTE Toll Free Number Database available for MCI to query, from a switch designated by MCI including GTE unbundled local switching, with a toll-free number and originating information.

12.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a GTE switch.

12.5.1.3 The SCP shall also provide, at MCI's option, such additional feature as described in SR-TSV-002275 (BOC Notes on the GTE Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to GTE. These may include but are not limited to:

12.5.1.3.1 Network Management;

12.5.1.3.2 Subscriber Sample Collection; and

12.5.1.3.3 Service Maintenance.

12.5.2 Interface Requirements

The signaling interface between the MCI or other local switch and the Toll-Free Number database shall use the TCAP protocol as specified in the technical reference in Section 12.6.1, together with the signaling network interface as specified in the technical reference in Sections 12.6.2 and 12.6.6.

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12.6 The performance of SCPs Databases shall be equal to or better than all of the requirements for SCPs Databases set forth in the following technical references:

12.6.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1999);

12.6.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

12.6.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

12.6.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

12.6.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)

12.6.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

12.6.7 "Bellcore Special Report SR-TSV-002275, IBOC Notes on the LEC Networks - Signaling".)

13. Directory Assistance Listing Information

13.1 GTE shall include in its directory assistance database all directory assistance listing information, which consists of name and address ("DA Listing Information") for all MCIm Customers, including those with nonpublished and unlisted numbers, at no charge to MCIm.

13.2 GTE shall provide to MCIm, at MCIm's request, solely for purposes of MCIm providing MCIm-branded directory assistance services to its local customers, within thirty (30) days after the Effective Date, all published DA Listing Information via magnetic tape delivered within twenty-four (24) hours of preparation, at a rate equal to the cost of the tape itself and the cost of preparing and sending the magnetic tape. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer.

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14. Data Switching

14.1 Access. GTE will provide unbundled access to GTE data switches to MCIm at the user network interface ("UNI") and network to network interface ("NNI") level subject to mutual agreement on technical standards.

14.2 Parity. Data switching features and functionalities provided to MCIm will be at parity with those GTE provides to GTE end users. In the event of overflow or congestion conditions on the data switching network, MCIm's data traffic carried on GTE facilities will be equal priority to GTE data traffic.

14.3 Interface. To the extent a standard interface is available in a GTE switch, it will be made available to MCIm.

14.4 Testing, Monitoring, Administration and Maintenance. Testing, monitoring, administration and maintenance will be performed by GTE in a nondiscriminatory manner.

15. Digital Cross-Connect System (DCS)

15.1 Definition:

15.1.1 DCS is a function which provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

15.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

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15.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

15.2 DCS Technical Requirements

15.2.1 DCS shall provide completed end-to-end cross connection of the channels designated by MCIm.

15.2.2 DCS shall perform facility grooming, multipoint bridging (where available), one-way broadcast, two-way broadcast, and facility test functions.

15.2.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

15.2.4 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

15.2.5 GTE shall continue to administer and maintain DCS, including updates to the control software to current available releases, provided, however, GTE retains discretion concerning deployment of software releases.

15.2.6 GTE shall provide various types of Digital Cross-Connect Systems including:

15.2.6.1 DS0 cross-connects (typically termed DCS 1/0);

15.2.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

15.2.6.3 DS3 cross-connects (typically termed DCS 3/3);

15.2.6.4 STS-1 cross-connects; and

15.2.6.5 Other technically feasible cross-connects designated by MCIm pursuant to BFR processes in Article III.

15.2.7 GTE shall establish the processes to implement cross connects on demand, or, at MCIm's option, permit MCIm control of such configurations and reconfigurations.

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15.2.8 GTE shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (i.e., GTE shall establish the processes to implement cross connects on the schedule designated by MCIm, or, at MCIm's option, permit MCIm to control such configurations and reconfigurations).

15.2.9 DCS shall continuously monitor protected circuit packs and redundant common equipment, where technically feasible.

15.2.10 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation, where technically feasible.

15.2.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

15.2.12 GTE shall make available to MCIm spare facilities and equipment necessary for provisioning repairs, and to meet MCIm's maintenance standards as specified in the Provisioning and Maintenance sections.

15.2.13 At MCIm's option, GTE shall provide MCIm with Real Time alarm data on the signals and the components of the underlying equipment used to provide DCS that actually impact or might impact MCIm's services. For example, this may include hardware alarm data and facility alarm data on a DS3 in which an MCIm DS1 is traversing.

15.2.14 At MCIm's option, GTE shall provide MCIm with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation. Real time ability to initiate tests will require a dedicated test head at DCS.

15.2.15 DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).

15.2.16 DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

15.2.17 DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring, where technically feasible.

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15.2.18 DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries, where technically feasible.

15.2.19 DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm.

15.3 DCS Interface Requirements

15.3.1 GTE shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and MCIm standards, where technically feasible.

15.3.2 GTE shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and MCIm specified configurations.

15.3.3 GTE shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and MCIm specified configurations, where technically feasible.

15.3.4 Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI, ITU, and MCIm specified configurations.

15.4 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

15.4.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

15.4.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

15.4.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

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15.4.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

15.4.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

15.4.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

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

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

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

15.4.10 ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

15.4.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

15.4.12 ANSI T1.403-1989, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

15.4.13 ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification;

15.4.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

15.4.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

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15.4.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

15.4.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

15.4.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and

15.4.19 TR-NWT-000776, Network Interface Description for ISDN Subscriber Access.

16. Advanced Intelligent Network (AIN) Access. GTE shall provide access to any and all GTE service applications resident in GTE's SCP through GTE's STPs. Such access may be from MCIm's switch or GTE's unbundled local switch.

16.1 SCE/SMS AIN Access. SCE/SMS AIN Access shall provide MCIm the ability to create service applications in the GTE SCE and deploy those applications via the GTE SMS to the GTE SCP. This interconnection arrangement shall provide MCIm access to the GTE development environment and administrative system in a manner at least at parity with GTE's ability to deliver its own AIN-based services. SCE AIN Access is the development of service applications within the GTE Service Creation Environment. SMS AIN Access is the provisioning of service applications and AIN triggers via the GTE Service Management System. See Figure 7 below.

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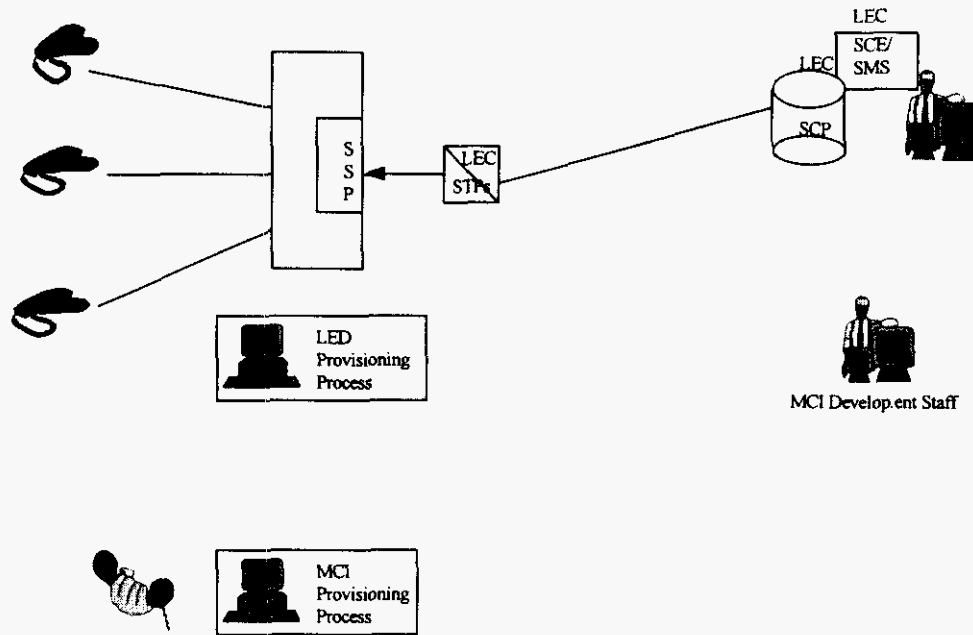


Figure 7

16.2 Services Available. GTE shall make SCE hardware, software, testing and technical support (e.g., technical contacts, system administrator) resources available to MCI. Scheduling of SCE resources shall allow MCI at least equal priority to GTE.

16.3 Multi-user Access. The GTE SCE/SMS shall allow for multi-user access with proper source code management and other logical security functions.

16.4 Partitioning. The GTE SCP shall partition and protect MCI service logic and data from unauthorized access, execution or other types of compromise.

16.5 Training and Documentation. GTE shall provide training and documentation for MCI development staff only in cases in which such training or documentation is not reasonably available from another source. If training or documentation is required in accordance with this section, it will be provided in a manner at least at parity with that provided by GTE to its development staff. Training will be conducted at a mutually agreed upon location.

16.6 Access Environment. When MCI selects SCE/SMS AIN Access, GTE shall provide for a secure, controlled access environment on-site as well as via mutually agreed upon remote data connections (e.g., dial up, LAN, WAN).

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16.7 Data Exchange. When MCIm selects SMS AIN Access, GTE shall allow MCIm to download data forms and/or tables to the GTE SCP via the GTE SMS without intervention from GTE (e.g., subscriber service administration and subscriber subscription).

16.8 Certification Testing. SCE Access is performed in an off-line environment. Services created by MCIm will require certification testing by GTE before the services can be provisioned in the network via SMS Access. The scheduling of GTE certification testing resources for new MCIm services will be jointly coordinated and prioritized between GTE and MCIm. MCIm testing requirements will be given equal priority with both GTE and other provider's requirements. In most circumstances, such testing will be completed within sixty (60) days from the date the application is submitted by MCIm to GTE for certification. In circumstances involving complex applications requiring additional time for testing, GTE may request additional time and MCIm will not unreasonably withhold approval of such request.

16.9 Access Standard. SCPs/Databases shall offer SCE/SMS AIN Access in accordance with the requirements of: GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements.

17. Tandem Switching

17.1 Definition:

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch) including but not limited to CLEC, GTE, Independent telephone companies, IXC's and wireless carriers.

17.2 Technical Requirements

17.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to, the following:

17.2.1.1 signaling to establish a tandem connection;

17.2.1.2 screening and routing as designated by MCIm;

17.2.1.3 recording of all billable events designated by MCIm;

17.2.1.4 access to such Advanced Intelligent Network functionalities deployed at the tandem;

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17.2.1.5 connectivity to Operator Systems as designated by MCIm;

17.2.1.6 access to Toll Free number portability database as designated by MCIm;

17.2.1.7 all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

17.2.1.8 connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

17.2.1.9 connectivity to transit traffic to and from other carriers.

17.2.1.10 connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

17.2.1.11 local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between an MCIm end office and the end office of another CLEC).

17.2.1.12 preservation of CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 11.

17.2.1.13 recording of billable events and send them to the area billing centers designated by MCIm. Billing requirements are specified in Article VIII of this Agreement.

17.2.2 GTE shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by MCIm, the results and reports of the testing shall be made immediately available to MCIm.

17.2.3 When requested by MCIm, GTE shall provide performance data regarding traffic characteristics or other measurable elements to MCIm for review.

17.2.4 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at parity

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with controls being provided or imposed on GTE traffic (e.g., GTE shall not block MCIm traffic and leave its traffic unaffected or less affected).

17.2.5 Tandem Switching shall route calls to GTE or MCIm endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the GTE switching network shall be mutually agreed to by MCIm and GTE. Such plans shall meet MCIm requirements for routing calls through the local network.

17.2.6 Tandem Switching shall process originating toll-free traffic received from an MCIm local switch.

17.2.7 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

17.3 Interface Requirements

17.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

17.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which GTE interconnects.

17.3.3 GTE shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

17.3.4 Tandem Switching shall interconnect with MCIm's switch, using two-way trunks, for traffic that is transiting via the GTE network to interLATA or intraLATA carriers. At MCIm's request, Tandem Switching shall record and keep records of traffic for billing.

17.3.5 At MCIm's request, Tandem Switching shall provide overflow routing of traffic from a given trunk group or groups onto another trunk group or groups according to the methodology that MCIm designates.

17.4 Tandem Switching shall meet or exceed (i.e., be more favorable to MCIm) each of the requirements for Tandem Switching set forth in the following technical references:

17.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

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17.4.2 GR-905-CORE covering CCSNIS;

17.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection.

18. Unused Transmission Media (Dark Fiber)

18.1 *Definitions:*

18.1.1 *Unused Transmission Media is physical inter-office transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable) which have no lightwave or electronic transmission equipment terminated to such media to operationalize transmission capabilities.*

18.1.2 *Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber which may or may not have lightwave repeater (regenerator or optical amplifier) equipment interspliced, but which has no line terminating facilities terminated to such strands. Where GTE has deployed wavelength division multiplexed (WDM) applications, Dark Fiber also means unused wavelengths within a fiber strand for purposes of coarse or dense wavelength division multiplexed (WDM) applications. Typical single wavelength transmission involves propagation of optical signals at single wavelengths (1.3 or 1.55 micron wavelengths). In WDM applications, a WDM device is used to combine optical signals at different wavelengths on to a single fiber strand. The combined signal is then transported over the fiber strand. For coarse WDM applications, one signal each at 1.3 micron and 1.55 micron wavelength are combined. For dense WDM applications, many signals in the vicinity of 1.3 micron wavelength and/or 1.55 micron wavelength are combined. Spare wavelengths on a fiber strand (for coarse or dense WDM) are considered Dark Fiber. Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310nm and 0.25 dB/km at 1550nm.*

18.2 *Requirements*

18.2.1 *GTE shall make available Unused Transmission Media to MCIm under an Indefeasible Right of Use or License Agreement and except as herein set forth, without restrictions on use not also applicable to itself and its Affiliates, subsidiaries or others.*

18.2.2 *Terms of this Right of Use or License Agreement would permit revocation of MCIm's right to use the Dark Fiber on twelve (12) months*

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notice by GTE, provided that GTE can demonstrate that the subject Dark Fiber is needed to meet GTE's bandwidth requirements or the bandwidth requirements of another LEC. Further, MCIm may not in a twenty-four (24) month period lease more than twenty-five (25) percent of GTE's excess dark fiber capacity in a particular feeder segment.

18.2.2.1 Where GTE has deployed WDM on a temporary basis, MCIm shall only be permitted to use unused wavelengths for such temporary period.

18.2.3 If GTE can demonstrate within a twelve (12) month period after the inception of a dark fiber lease that MCIm is using the leased dark fiber at a level of transmission less than OC-12(622.08 m bits per second) GTE may revoke the lease agreement with MCIm a reasonable and significant alternative means of transporting the traffic.

18.2.4 GTE shall provide a Single Point of Contact (SPOC) for negotiating all Unused Transmission Media lease Agreements.

18.2.5 MCIm may test the quality of the Unused Transmission Media to confirm its usability and performance specifications.

18.2.6 GTE shall provide to MCIm information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from MCIm ("Request"). Within such time period, GTE shall send written confirmation of availability of the Unused Transmission Media ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, GTE shall reserve such requested Unused Transmission Media for MCIm's use and may not allow any other party to use such media, including GTE.

18.2.7 GTE shall make Unused Transmission Media available for MCIm's use within twenty (20) business days after it receives written acceptance from MCIm that the Unused Transmission Media previously reserved by GTE is wanted for use by MCIm. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

18.3 Requirements Specific to Dark Fiber

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18.3.1 MCIIm may splice and test Dark Fiber leased from GTE using MCIIm or MCIIm designated personnel. GTE shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. GTE shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

18.3.2 For WDM applications where deployed, GTE shall provide to MCIIm an interface to an existing WDM device or allow MCIIm to install its own WDM device (where sufficient system loss margins exist or where MCIIm provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and receive ends of the Dark Fiber.

18.3.3 Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm.

19. Additional Requirements

This Section 19 sets forth the additional requirements for unbundled Network Elements which GTE agrees to offer to MCIIm under this Agreement.

19.1 Cooperative Testing

19.1.1 Definition:

Cooperative Testing means that GTE shall cooperate with MCIIm upon request or as needed to (1) ensure that the Network Elements and Ancillary Functions and additional requirements being provided to MCIIm by GTE are in compliance with the requirements of this Agreement, (2) test the overall functionality of various Network Elements and Ancillary Functions provided by GTE to MCIIm in combination with each other or in combination with other equipment and facilities provided by MCIIm or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and Ancillary Functions and so that all appropriate billing data can be provided to MCIIm.

19.1.2 Requirements

Within 45 days of the Effective Date of this Agreement, MCIIm and GTE will agree upon a process to resolve technical issues relating to interconnection of MCIIm's network to GTE's network and Network Elements and Ancillary Functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If MCIIm and GTE do not reach

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agreement on such a process within 45 days, any issues that have not been resolved by the Parties with respect to such process shall be submitted to the procedures set forth in Article III of this Agreement unless both Parties agree to extend the time to reach agreement on such issues.

19.1.2.1 GTE shall provide MCIm access for testing at any interface between a GTE Network Element or combinations and MCIm equipment or facilities. Such test access shall be sufficient to ensure that the applicable requirements can be tested by MCIm. This access shall be available seven (7) days per week, 24 hours per day.

19.1.2.2 MCIm may test any interfaces, Network Elements or Ancillary Functions and additional requirements provided by GTE pursuant to this Agreement.

19.1.2.3 GTE shall provide engineering data as requested by MCIm for the loop components as set forth in Sections 4, 5, and 6 of this Article which MCIm may desire to test. Such data shall include equipment engineering and cable specifications, signaling and transmission path data.

19.1.2.4 Upon MCIm's request, GTE shall provide to MCIm any office records, central office layout and design records and drawings, system engineering and other applicable documentation pertaining to a Network Element or Ancillary Function or the underlying equipment that is then providing a Network Element or Ancillary Function to MCIm.

19.1.2.5 GTE shall provide to MCIm upon request, all applicable test results, from GTE testing activities on a Network Element or Ancillary Function or Additional Requirement or the underlying equipment providing a Network Element or Ancillary Function or Additional Requirements. MCIm may review such testing results and may notify GTE of any deficiencies that are detected.

19.1.2.6 GTE shall temporarily provision MCIm designated Local Switching features for testing. Within 60 days of the Effective Date of this Agreement, MCIm and GTE shall mutually agree on the procedures to be established between GTE and MCIm to expedite such provisioning processes for feature testing.

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19.1.2.7 Upon MCIm's request, GTE shall provide technical staff to meet with MCIm representatives to provide required support for Cooperative Testing.

19.1.2.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress tests. GTE shall not remove such facilities from service without obtaining MCIm's prior approval.

19.1.2.9 GTE shall get acceptance from MCIm prior to conducting tests or maintenance procedures on Network Elements or Ancillary Functions or on the underlying equipment that is then providing a Network Element or Ancillary Function, that may cause a service interruption or degradation of service

19.1.2.10 GTE shall provide a single point of contact to MCIm that is available 7 days per week, 24 hours per day for trouble status, sectionalization, resolution, escalation, and closure. Such staff shall be adequately skilled to allow expeditious problem resolution.

19.1.2.11 GTE shall provide to MCIm electronic access to 105 responders, 100-type test lines, or 102-type test lines associated with any circuits under test.

19.1.2.12 GTE shall participate in Cooperative Testing with MCIm upon MCIm's request to test any operational interface or process used to provide Network Elements, Ancillary Functions or Services to MCIm.

19.1.2.13 MCIm and GTE shall endeavor to complete Cooperative Testing as stated in Article VIII.

19.1.2.14 GTE shall participate in Cooperative Testing requested by MCIm whenever it is deemed necessary by MCIm to insure service performance, reliability and subscriber serviceability.

19.1.2.15 MCIm may accept or reject the Network Element ordered by MCIm if, upon completion of cooperative acceptance testing, the tested Network Element does not meet the requirements stated herein.

19.2 Performance

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19.2.1 Scope

This section addresses technical performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

19.2.1.1 The general performance requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

19.2.1.2 GTE shall work cooperatively with MCIm to determine appropriate performance allocations across Network Elements.

19.2.2 GTE shall provide real-time, remote data access to performance monitoring and alarm data on events affecting (or potentially affecting) MCIm's traffic.

19.2.3 GTE shall provide performance equal to or better than all of the requirements set forth in the following technical references:

19.2.3.1 Bell Communications Research, Inc. Documents

19.2.3.1.1 FR-64, *LATA Switching Systems Generic Requirements (LSSGR)*. This document contains 117 Technical References and Generic Requirements. Sections provide the requirements for local switching systems (also referred to as end offices) that serve subscribers' lines. Some modules of the LSSGR are also referenced separately in this document.

19.2.3.1.2 TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements.

19.2.3.1.3 TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems.

19.2.3.1.4 TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems.

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19.2.3.1.5 TR-NWT-000507, Issue 5, December 1993, *LSSGR - Transmission, Section 7.*

19.2.3.1.6 GR-303-CORE, Issue 1, September 1995, Integrated Digital Loop Carrier System Generic Requirements, Objectives, and Interface.

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

19.2.3.1.8 TR-NWT-000335, Issue 3, May 1993, Voice Grade Special Access Services - Transmission Parameter Limits and Interface Combinations.

19.2.3.1.9 TR-TSY-000529, Issue 2, July 1987, *Public Safety - LSSGR.*

19.2.3.1.10 GR-1158-CORE, Issue 2, October 1995, *OSSGR Section 22.3: Line Information Database.*

19.2.3.1.11 TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064).

19.2.3.1.12 TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

19.2.3.1.13 TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems.

19.2.3.1.14 TR-NWT-000505, Issue 3, May 1991, *LSSGR Section 5, Call Processing.*

19.2.3.1.15 FR-NWT-000271, 1993, Operator Services Systems Generic Requirements (OSSGR).

19.2.3.1.16 TR-NWT-001156, Issue 2, July 1993, OSSGR Operator Services Systems Generic Requirements, Section 21, Operator Subsystem.

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19.2.3.1.17 SR-TSY-001 171, Issue 1, January 1989,
Methods and Procedures for System Reliability Analysis.

19.2.3.1.18 Bellcore Telecommunications Transmission
Engineering, 3rd Ed, 1990.

19.2.3.2 ANSI Standards

19.2.3.2.1 ANSI T1.512-1994, Network Performance -
Point-to-Point Voice-Grade Special Access Network Voice
band Data Transmission Objectives.

19.2.3.2.2 ANSI T1.506-1990, Network Performance -
Transmission Specifications for Switched Exchange Access
Network.

19.2.3.2.3 ANSI T1.508-1992, Telecommunications -
Network Performance - Loss Plan for Evolving Digital
Networks. Also supplement T1.508a-1993.

19.2.3.2.4 ANSI T1.101-1994, Digital Synchronization
Network Plan.

19.2.3.3 TIA/EIA Standards

19.2.3.3.1 Requirements not specifically addressed here
shall be found in the documents listed in Electronic
Industries Association/Telecommunications Industries
Association Standards and Engineering Publications.

19.2.3.3.2 TIA/EIA TSB-37A, Telephone Network
Transmission Model for Evaluating Modem Performance.

19.2.3.3.3 TIA/EIA TSB-38, Test Procedure for
Evaluation of 2-wire 4 kHz Voiceband Duplex Modems.

19.2.3.4 IEEE Standards

19.2.3.4.1 IEEE Standard 743-1984, IEEE Standard
Methods and Equipment for Measuring Transmission
Characteristics of Analog Voice Frequency Circuits.

19.2.3.4.2 ANSI/IEEE Standard 820-1984, Telephone
Loop Performance Characteristics.

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19.2.4 Services and Capabilities

19.2.4.1 All Network Elements shall provide performance sufficient, in combination with other Network Elements, to provide the following applications in accordance with the requirements of this document:

19.2.4.1.1 All types of voice services.

19.2.4.1.2 All types of voice-band data modem connections up to and including 28.8 Kbps V-34.

19.2.4.1.3 All types of FAX transmissions up to and including 14.4 Kbps group 3.

19.2.4.1.4 All CLASS/LASS features.

19.2.4.1.5 All Operator Systems.

19.2.4.2 The following capabilities shall be provided as applicable:

19.2.4.2.1 ISDN BRI

19.2.4.2.2 ISDN PRI

19.2.4.2.3 Switched Digital Data

19.2.4.2.4 Non-Switched Digital Data

19.2.4.2.5 Any types of Video applications that a subscriber may order

19.2.4.2.6 Any Coin Services the subscriber may order

19.2.4.2.7 Frame Relay and ATM

19.2.4.2.8 Private Line Services

19.2.5 Specific Technical Requirements for Network Elements and Ancillary Functions

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19.2.5.1 The following sections itemize technical parameters for Network Elements and Ancillary Functions. GTE shall provide performance equal to or better than all of the requirements set forth in this Section. Unless noted otherwise, requirements and objectives are given in terms of specific limits. This means that all tests (acceptance and ongoing performance) shall meet the limit(s) to satisfy the requirement.

19.2.5.2 Performance Allocation

19.2.5.2.1 Transmission path impairments may be classified as either analog or digital, and will depend on the nature of the signal transmitted across the Network Element. Analog impairments are introduced on any analog portion of the loop, typically between the NID portion of Loop Distribution and the analog to digital (A/D) conversion, and are usually correlated with the length of the physical plant. Digital impairments are introduced by A/D conversion and by interfaces between digital Network Elements. In addition, noise can be introduced by either analog transmission or the A/D conversion.

19.2.5.3 Loop Combination Architecture Constraints

19.2.5.3.1 The following constraints will limit not only the variety of Loop Combination architectures that may be considered, but also the architectures GTE may consider to deliver any Ancillary Function or Network Element. These constraints apply to the entire path between the NID portion of Loop Distribution and the GTE switch. Any exceptions to these restrictions shall be specifically requested or approved by MCIm in writing.

19.2.5.3.1.1 No more than 1 A-D conversion.

19.2.5.3.1.2 No more than 1, 2-to-4-wire hybrid.

19.2.5.3.1.3 No voice compression.

19.2.5.3.1.4 No echo canceled or suppressers.

19.2.5.3.1.5 One digital loss pad per PBX.

19.2.5.3.1.6 No digital gain.

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19.2.5.3.1.7 No additional equipment that might significantly increase intermodulation distortion.

19.2.5.4 Transmission Impairments

19.2.5.4.1 Analog Impairments

19.2.5.4.1.1 Analog impairments are those introduced on portions of the end-to-end circuit on which communications signals are transmitted in analog format. These portions of the transmission path would typically be between NID and an A/D conversion, most commonly on the metallic loop. The performance on the analog portion of a circuit is typically inversely proportional to the length of that circuit.

19.2.5.4.1.2 Loss

19.2.5.4.1.2.1 Electrical loss is measured using a 1004 Hz 0.0 DB one Milliwatt 900 ohm test tone.

19.2.5.4.1.2.2 Off-hook electrical loss between the NID and the switch shall be no more than 8.0 dB for any line, and the mean value for all lines shall be 3.5 dB \pm 0.5 dB. On-hook electrical loss between the NID and the switch shall be no more than 4.0 dB above the off-hook electrical loss for any line.

19.2.5.4.1.3 Idle Channel Circuit Noise

19.2.5.4.1.3.1 Idle channel circuit noise (C-message) is added by analog facilities, by the A/D conversion of signals, by digital processing equipment (e.g., echo cancelers, digital loss pads), robbed bit signaling, and errors on digital facilities.

19.2.5.4.1.3.2 Idle channel circuit noise shall be less than or equal to 18 dBmC.

19.2.5.4.1.4 Talker Echo

19.2.5.4.1.4.1 The primary source of echo is improper impedance-matching at the 2-to-4 wire hybrid in the GTE network. The impact on subscriber perception is a function of both echo return loss and delay.

19.2.5.4.1.4.2 Echo Return Loss (ERL) shall be greater than 26 dB to a standard termination (900 ohms, 2.16 μ Fd), and greater than 14 dB to a telephone set off-hook. Singing Return Loss (SRL) shall be greater than 21 dB to a standard termination, and greater than 11 dB to a telephone set off-hook.

19.2.5.4.1.5 Listener Echo

Listener echo is a double reflection of a transmitted signal at two different impedance mismatches in the end-to-end connection. While in extreme cases it can degrade voice transmission performance, listener echo is primarily an issue for voiceband data. The requirements on Talker Echo shall apply to Listener Echo.

19.2.5.4.1.6 Propagation and Processing Delay

19.2.5.4.1.6.1 Propagation delay is the delay involved in transmitting information from one location to another. It is caused by processing delays of equipment in the network and delays associated with traveling across transmission facilities.

19.2.5.4.1.6.2 GTE shall cooperate with MCI to limit total service propagation and processing delay to levels at parity with that within the GTE local network.

19.2.5.4.1.7 Signal-to-Noise Ratio

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19.2.5.4.1.7.1 The Signal-to-Noise Ratio (S/N) is a critical parameter in determining voiceband data performance. It is typically measured with a 1004 Hz tone.

19.2.5.4.1.7.2 GTE must provide on the Loop Combination a signal-to-noise ratio of at least 37 dB between the NID and the end office.

19.2.5.4.1.8 C-Notched Noise

The requirements for Signal-to-Noise Ratio shall apply to C-Notched Noise.

19.2.5.4.1.9 Attenuation Distortion

19.2.5.4.1.9.1 Attenuation distortion, also known as frequency distortion or gain slope, measures the variations in loss at different frequencies across the voice frequency spectrum (200 Hz - 3400 Hz). It is measured by subtracting the loss at 1004 Hz from the loss at the frequency of interest.

19.2.5.4.1.9.2 Attenuation distortion from the NID to the switch shall be within the range ± 0.5 dB for frequencies between 304 and 3004 Hz; from the switch to NID attenuation distortion shall be within the range ± 0.5 dB for frequencies between 204 Hz and 3004 Hz. In addition, attenuation distortion shall remain within the range +1 dB/-3 dB for frequencies between 200 Hz and 3500 Hz.

19.2.5.4.1.10 Envelope Delay Distortion

19.2.5.4.1.10.1 Envelope Delay Distortion (EDD) measures the difference in transit time of signals at different frequencies. EDD is measured relative to the transit time of a 1704 Hz tone, and is given in microseconds. EDD is used as an

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approximation of the group delay of the channel.

19.2.5.4.1.10.2 EDD shall be: 1704 Hz to 604 Hz \leq 350 μ sec.; 1704 Hz to 2804 Hz \leq 195 μ sec.; 1704 Hz to 204 Hz \leq 580 μ sec.; 1704 Hz to 3404 Hz \leq 400 μ sec.

19.2.5.4.1.11 Phase Jitter

19.2.5.4.1.11.1 Phase jitter measures the unwanted angular modulation of a signal. It is caused by noise or the actual modulation of the signal by another unwanted signal. It displaces the zero crossings of a signal. It is measured in terms of peak-to-peak deviations of a 1004 Hz tone from its nominal zero crossings, and in a particular frequency band (200-300 HZ and either 4-300 Hz or 2-300 Hz). Phase jitter impacts voiceband data performance and can make modems more susceptible to other impairments, including noise.

19.2.5.4.1.11.2 From the NID to the interexchange carrier point of termination, phase jitter shall be $< 1.5^\circ$ point-to-point in the 0-300 Hz band, and $< 1.8^\circ$ point-to-point in the 4-300 Hz band.

19.2.5.4.1.12 Amplitude Jitter

19.2.5.4.1.12.1 Amplitude jitter is any deviation of the peak value of a 1004 Hz signal from its nominal value. Excessive amounts can impair voiceband data performance. It is primarily caused by noise but can also be caused by phase jitter, gain hits, or single frequency interference.

19.2.5.4.1.12.2 In NID-interexchange carrier point of termination, $\leq 2.5\%$ of

amplitude jitter is permitted in the 20-300 Hz band and $\leq 2.9\%$ in the 4-300 Hz band.

19.2.5.4.1.13 Intermodulation Distortion

19.2.5.4.1.13.1 Intermodulation distortion (IMD) measures non-linear distortions of a signal. It compares the power of harmonic tones to the power of the transmitted tones. It is measured for both the 2nd and 3rd harmonics of the transmitted tones. IMD is caused by compression or clipping and can impair voiceband data performance.

19.2.5.4.1.13.2 Both 2nd and 3rd order IMD between the NID and end office must be > 52 dB.

19.2.5.4.1.14 Impulse Noise

19.2.5.4.1.14.1 Impulse noise is a sudden and large increase in noise on a channel for a short duration of time. Impulse noise is measured as a count of the number of times a noise threshold is exceeded during a given time period (typically 5 or 15 minutes). It is caused by protection switching, maintenance activities, electromechanical switching systems, digital transmission errors, and line coding mismatches. Impulse noise sounds like clicking noises or static on voice connections. Impulse noise impairs voiceband data performance.

19.2.5.4.1.14.2 The NID to interexchange carrier point of termination portions of connections shall introduce no impulse noise events within 6 dB of the received signal power on 93% of all 15 minute connections. In addition, there shall be no more than 1 impulse noise event within 6 dB of the received signal power during any 30-minute period.

19.2.5.4.1.15 Phase Hits

19.2.5.4.1.15.1 Phase hits are a sudden change in the phase of a signal lasting at least 4 msec. Phase hits are measured using a threshold which indicates how much the phase of the signal has changed with respect to its nominal phase. Phase hits are caused by protection switching and slips or other synchronization errors. Phase hits can impair voiceband data performance.

19.2.5.4.1.15.2 Between the NID and interexchange carrier point of termination, 99.75% of all 15-minute connections shall have no phase hits exceeding 10°. In addition, there shall be no more than 1 phase hit exceeding 10° in any 30-minute period.

19.2.5.4.1.16 Gain Hits

19.2.5.4.1.16.1 Gain hits are sudden changes in the level of a signal that last at least 4 msec. Gain hits are measured against a threshold of typically 2-5 dB relative to the signal's nominal level. Gain hits are usually caused by protection switches and can impair voiceband data performance.

19.2.5.4.1.16.2 Between the NID and the interexchange carrier point of termination, 99.5% of all 15-minute connections shall have no gain hits exceeding 3 dB. In addition, there shall be no more than 1 gain hit exceeding 3 dB in any 30-minute period.

19.2.5.4.1.17 Dropouts

19.2.5.4.1.17.1 Dropouts are drops in the level of a signal of 12 dB or more for at least 4 msec. They are caused by protection switching events, radio fading, and conditions causing digital carrier systems to lose frame. Dropouts are critical for

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voiceband data performance but, if severe enough, will also affect voice quality.

19.2.5.4.1.17.2 Between the NID and the interexchange carrier point of termination, 99.9% of all 15-minute connections shall have no dropouts and in addition, no connection shall suffer more than 1 dropout in any 60-minute period.

19.2.5.4.1.18 Frequency Shift

19.2.5.4.1.18.1 Frequency shift measures any frequency changes that occur when a signal is transmitted across a channel. It is typically measured using a 1004 Hz tone. Frequency shift has very little impact on voice or voiceband data performance; however, round-trip frequency shifts can affect the ability of echo cancelers to remain converged.

19.2.5.4.1.18.2 No more than 0.2 Hz frequency shift shall be on any connection. In addition, 99.5% of all calls shall have frequency shift < 0.1 Hz.

19.2.5.4.1.19 Crosstalk

19.2.5.4.1.19.1 Crosstalk is the presence of signals from other telephone connections on a circuit. Crosstalk can be either intelligible, when speech from other connections can be heard and understood, or unintelligible. Crosstalk is caused by inter-channel interference on the transmission system. Crosstalk is difficult to measure: it requires correlating signals on different circuits or using human listeners to identify its presence. Trouble reports may be used to estimate the probability of crosstalk.

19.2.5.4.1.19.2 99% of Loop Combinations shall have probability $\leq 0.1\%$ of experiencing crosstalk exceeding -65 dBm0.

19.2.5.4.1.20 Clipping

19.2.5.4.1.20.1 Clipping occurs when part of a transmitted signal is dropped and does not reach the receiving portion on a connection. It can be caused by Digital Speech Interpolation (DSI) equipment used in Digital Circuit Multiplication Systems (DCMS) which increase the amount of traffic that transmission facilities carry, and by echo cancelers or echo suppressers.

19.2.5.4.1.20.2 No clipping incidents shall occur on any call.

19.2.5.4.2 Digital Impairments

Digital impairments occur in the signal wherever it is transmitted in digital format. These errors are usually introduced upon conversion of the signal from analog to digital, as well as at interfaces between digital components. While many digital impairments have little impact on subjective voice quality, they can impact voiceband data performance.

19.2.5.4.2.1 Signal Correlated Distortion

19.2.5.4.2.1.1 Signal correlated distortion (SCD) is unwanted noise or distortion introduced into a signal through the conversion of a signal from analog to digital format or through digital processing that changes the transmitted signal. SCD affects performance when a sign is being transmitted. The primary sources of SCD are signal encoders, echo cancelers, digital loss pads, and robbed bit signaling. SCD affects both voice and voiceband data performance.

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19.2.5.4.2.1.2 The NID-to-end-office connection shall allow:

19.2.5.4.2.1.2.1 A maximum of 1 A/D conversion, using 64 Kbps μ -law ($\mu=255$) PCM;

19.2.5.4.2.1.2.2 No voice compression;

19.2.5.4.2.1.2.3 No echo cancellation; and

19.2.5.4.2.1.2.4 Robbed bit signaling only if SS7 or ISDN are not used.

19.2.5.4.2.2 Slips

19.2.5.4.2.2.1 Slips occur when a frame of digital data is either deleted or repeated because of differences in the clocks used to synchronize digital facilities. Slips sound like clicks or pops on voice calls and have major impact on voiceband data performance.

19.2.5.4.2.2.2 The NID-to-interexchange carrier point of termination portion of connections shall have fewer than 0.45 slips every 24 hours on average.

19.2.5.4.2.3 Digital Timing Jitter and Wander

19.2.5.4.2.3.1 Digital timing jitter is the unwanted phase modulation of digital signals at rates above 10 Hz. Wander is the unwanted phase modulation of digital signals at rates below 10 Hz. Digital timing jitter is caused by imperfections in the timing recovery process of repeaters and the stuffing synchronization process used by multiplexer/demultiplexers. Wander is caused by slowly varying changes in digital signal phase due to clock frequency offset and drift, changes in propagation delay of terrestrial facilities due to temperature

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changes and changes in the distance of satellites from the earth. These events have a major impact on voiceband data performance.

19.2.5.4.2.3.2 The maximum digital timing jitter allowed in the 10 Hz to 8 kHz frequency band at any network interface or any terminal equipment in the network is 5 Unit Intervals (UI). The maximum digital timing jitter allowed in the 8 kHz to 40 kHz frequency band is 0.1 UI. The objective for wander is less than 28 UI at any network interface or terminal equipment.

19.2.5.4.2.4 Errored Seconds

19.2.5.4.2.4.1 An Errored Second (ES) on a DS-1 facility is any second during which at least 1 bit is in error. The impact of an ES on performance depends on the number of errors that occur during a second. Typically, voice performance is not significantly impacted by ES but they can cause errors in voiceband data transmissions.

19.2.5.4.2.4.2 Each GTE network shall have less than 20 ESs per 24 hour period.

19.2.5.4.2.5 DS-1 Severely Errored Seconds

19.2.5.4.2.5.1 A severely Errored Second (SES) is any second during which a DS-1 has an error rate exceeding 0.001. An SES can be caused by a loss of framing, a slip, or a protection switch. SESs have impacts on both voice and voiceband data performance. For voice, a SES will sound like a burst of noise or static. SESs that occur during a voiceband data transmission cause a significant burst of errors and can cause modems to retrain.

19.2.5.4.2.5.2 The digital portion of each NID to POP connection shall have less than 2 SESs per 24 hour period.

19.2.5.4.2.6 Short Failure Events

19.2.5.4.2.6.1 A Short Failure Event (SFE) is a Loss of Frame (LOF) event of less than two minutes' duration. An LOF event is declared when, on detection of a Loss of Signal (LOS) or Out-of-Frame (OOF), a rise-slope-type integration process starts that declares a LOF after 2.5 ± 0.5 sec. of continuous LOS or OOF. If the LOS or OOF is intermittent the integration process shall decay at a slope of $1/5$ the rise slope during the period when the signal is normal. Thus, if the ratio of a LOS or OOF to a normal signal is greater than $1/2$, a LOF will be declared. A LOS condition shall be declared when the Network Channel Terminating Equipment has determined that 175 ± 75 successive pulse positions with no pulses of either positive or negative polarity have occurred. An OOF condition shall be declared when either Network equipment or Digital Terminal Equipment detects errors in the framing pattern.

19.2.5.4.2.6.2 There shall be fewer than 1 SFE per month.

19.2.5.5 Service Availability and Reliability

Availability refers to the time period during which the service is up and usable for its intended purpose. Reliability refers to the probability that a task will be completed successfully, given that it is successfully begun. The following service availability and reliability criteria are used to design and operate GTE's network.

19.2.5.5.1 Blocked Calls

19.2.5.5.1.1 Blocking is the fraction of call origination attempts denied service during a stated measurement period. Blocking occurs because of

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competition for limited resources within the network.

19.2.5.5.1.2 For intraLATA toll service and local exchange service, the blocking level from originating (NID) to terminating NID shall not exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate shall not exceed 0.5% in any hour.

19.2.5.5.2 Downtime. Downtime is the period of time that a system is in a failed state.

19.2.5.5.2.1 The average downtime for all subscriber Loop Combinations shall be less than 49 minutes per year. The maximum downtime for 99% of all subscriber Loop Combinations shall be less than 74 minutes per year.

19.2.5.5.2.2 The average downtime for an end office switch shall be less than 3 minutes per year. The average downtime for individual trunks shall be less than 28 minutes per year. The average downtime for digital trunk groups shall be less than 20 minutes per year. The average downtime for an individual line appearance at the switch shall be less than 28 minutes per year. The average downtime for a Remote Terminal (RT) shall be less than 17 minutes per year. The average downtime for an individual line on a Remote Terminal (RT) shall be less than 13 minutes per year.

19.2.5.5.2.3 The mean time to repair (MTTR) of any equipment at an attended site shall be less than 3 hours. The mean time to repair (MTTR) of any equipment at an unattended site shall be less than 4 hours. 95% of all repairs to the network interface (NID) shall be completed within 24 hours.

19.2.5.5.2.4 There shall be no downtime due to power failures at the switch.

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19.2.5.5.2.5 The probability of a stable call being cut off shall be less than 20 cutoffs per one million 1 minute calls.

19.2.5.5.2.6 The rate of ineffective machine attempts at the end office shall be less than 0.0005 (5 failures per 10,000 call attempts).

19.2.5.5.2.7 GTE shall meet all requirements for private line services in TR-NWT-000335, ANSI T1.512-1994.

19.2.5.5.3 Dial Tone Delay

19.2.5.5.3.1 Dial-Tone Delay is the time period between a subscriber off-hook and the receipt of dial tone from an originating end office. Dial-Tone Delay has a significant effect on subscriber opinion of service quality.

19.2.5.5.3.2 The average dial-tone delay shall not exceed 1.5% of calls delayed more than 3 seconds. At most 20% of calls during the high day busy hour (HDBH) shall experience dial-tone delay greater than 3 seconds.

19.2.5.5.4 Dial Tone Removal

19.2.5.5.4.1 Dial tone removal is the time between recognition of the first address digit to the removal of dial tone on the line.

19.2.5.5.4.2 The maximum dial tone removal interval shall be ≤ 500 milliseconds.

19.2.5.5.5 Post Dial Delay

19.2.5.5.5.1 Post Dial Delay (PDD) is the amount of time a caller must wait after entering or dialing the last digit of a Destination Telephone Number (DTN) before hearing a valid audible network response. The PDD for an end user is measured from the time the caller has pressed or dialed the

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last digit of a DTN until receipt of an audible network response.

19.2.5.5.5.2 The requirements given reflect an end-to-end CCS7 protocol for MCIm end users. Where a mixture of CCS7 and inband (MF) signaling protocols are employed, an increase in the PDD can be expected.

19.2.5.5.5.2.1 PDD 1 - A - Intra LSO

19.2.5.5.5.2.1.1 Intra-LSO calls do not employ external signaling protocols. The PDD for intra-LSO calls flows are dependent upon the processor cycle time and traffic load conditions. This PDD is assumed to be between subscribers on the same LSO, between the Remote Switch Modules (RSMs) on the same Host, or between an RSM and Host subscribers.

19.2.5.5.5.2.1.2 The objective for intra-LSO PDD is less than 310 milliseconds for 50% of all calls and less than 460 milliseconds for 95% of all calls.

19.2.5.5.5.2.2 PDD1 - B - LSO to Another Local LSO

19.2.5.5.5.2.2.1 The signaling protocols from an LSO to another LSO are assumed to employ out-of-band Common Channel Signaling System 7 (CCS7) format. Local calls, that is, calls from an LSO to another LSOs are assumed to have no more than one pair of Signaling Transfer Point Switches (STPs) and no more than one data base dip.

19.2.5.5.5.2.2.2 This PDD is expected to be better than the MCIT Long Distance objective with an average PDD of ≤ 8.70 seconds with 95% < 1.34 seconds.

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19.2.5.5.5.2.3 PDD1 - C - MCIm LSO to Other LSO

19.2.5.5.5.2.3.1 Calls from an MCIm LSO to other LSOs are dependent upon the interface agreements between MCIm and the LSO service provider and may employ CCS7, inband (MF) or a combination of both protocols.

19.2.5.5.5.2.3.2 Calls from an MCIm LSO to another LSO via the Public Switched Telecommunications Network (PSTN), using end-to-end CCS7 signaling protocols, can expect to meet the MCIm PDD objectives of an average of 2.0 seconds with 95% in <2.5 seconds. Calls from an MCIm LSO via the PSTN to LSOs outside the local service area are assumed to use CCS7 signaling protocols to the MCIm switch. The egress signaling protocols from the MCIT Switched Network to the many different local telephone company service providers however does not necessarily utilize CCS7 signaling. There are three basic egress signaling configuration. They are:

19.2.5.5.5.2.3.2.1 Network Inter-Connect, CCS7 between MCIm and the local telephone company.

19.2.5.5.5.2.3.2.2 Inband Multifrequency (MF) signaling protocols without a GTE egress tandem in the connection.

19.2.5.5.5.2.3.2.3 Inband MF signaling protocols with a GTE egress tandem in the connection.

19.2.5.5.5.2.3.2.3.1 Calls from an MCIm LSO to other LSOs outside the local service area are assumed to have multiple STPs for 1+ traffic in the access and PSTN portion of

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the connection. The egress from the PSTN for 1+ traffic is again dependent upon the interface agreements in that service area and may consist of CCS7 or inband MF protocols.

19.2.5.5.5.2.3.2 Calls from an MCI's LSO to another MCI LSO with a mixture of CCS7 or all inband signaling protocols are expected to receive PDDs on the average of 2.9 seconds with 95% in <6.5 seconds.

19.2.5.5.5.2.4 Impact of Number Portability (NP)

If a call forwarding option is used as an interim solution for NP, the delay due to additional switching in the local access shall not exceed 0.4 seconds (95th percentile) in addition to the PDDs described above.

19.2.5.5.5.2.5 Custom Local Area Subscriber Services (CLASS)

CLASSSM features such as Calling Name Delivery can contribute to the PDD of a call. This delay is caused by the additional time (GTE option) before the ringing interval commences. This default delay is 3 seconds. Optional settings are available in 1 second intervals from 1 to 6 seconds. Calls to DTNs that have CLASSSM features, particularly with calling name delivery, can expect to experience from 1 to 6 seconds (3 seconds default) of additional PDD compared to the PDDs shown for PDD1-C. MCI will specify optimal settings.

19.2.5.5.5.2.6 Partial Dial Timing

19.2.5.5.5.2.6.1 The interval between each information digit from a subscriber's line, until the LSO or switching system has determined that the digit string is incomplete.

19.2.5.5.2.6.2 For subscriber lines, partial dial timing shall be >16 seconds and <24 seconds. For trunks, inband signaling time-out shall be ≥ 5 seconds and <20 seconds.

19.2.5.6 Local Switching

GTE shall provide performance equal to or better than the requirements for Local Switching set forth in Bellcore LSSGR TR-TSY-000511. Post dial delay for connections to MCI local operator services shall be no worse than Operator Services provided by GTE. Additionally, post dial delay from the Operator Services to destination numbers shall be no worse than that provided by GTE. Post dial delay for connections to MCI local directory services shall be no worse than directory services provided by GTE. Additionally, post dial delay from the directory system to destination numbers shall be no worse than that provided by GTE.

19.2.5.7 Operator Systems

Operator System connections shall comply with the requirements for the Loop Combination, Local Switching, Operator Service, and Directory Assistance Service requirements.

19.2.5.8 Common Transport

Specific requirements for this Network Element or Ancillary Function are in the Common Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between MCI and GTE consistent with sound engineering principles.

19.2.5.9 Dedicated Transport

Specific requirements for this Network Element are in the Dedicated Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." (Allocation of impairments shall be negotiated between MCI and GTE consistent with sound engineering principles.)

19.2.5.10 Signaling Transfer Points

Specific requirements for this Network Element are in the Signaling Transfer Points section. In all cases the performance of this Network Element shall meet the general requirements stated in

“General Performance Requirements.” (Allocation of impairments shall be negotiated between MCIm and GTE.)

19.2.5.11 Signaling Link Transport

Specific requirements for this Network Element are in the Signaling Link Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in “General Performance Requirements.” Allocation of impairments shall be negotiated between MCIm and GTE consistent with sound engineering principles.

19.2.5.12 SCPs/Databases

The performance requirements for databases (NP, LIDB, E911, etc.) vary depending on the database and the applications it supports. Database-specific performance requirements are included in the sections addressing individual Network Elements and in applicable Bellcore documents. In all cases, the query response time, availability, accuracy, updating capabilities, and other performance parameters shall at least be at parity with those services as provided to GTE or other subscribers.

19.2.5.13 Tandem Switching

Specific requirements for this Network Element are in the Tandem Switching section. In all cases the performance of this Network Element shall meet the general requirements stated in “General Performance Requirements.” Allocation of impairments shall be negotiated between MCIm and GTE consistent with sound engineering principles.

19.2.6 Test and Verification

19.2.6.1 GTE shall permit MCIm to confirm acceptable performance of any Network Element.

19.2.6.1.1 At MCIm’s request, GTE will provide access to the Network Element sufficient for MCIm to test the performance of that Network Element to MCIm’s satisfaction.

19.2.6.1.2 At MCIm’s request, GTE will perform tests to confirm acceptable performance and provide MCIm with documentation of test procedures and results acceptable to MCIm.

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19.3 Protection, Restoration, and Disaster Recovery

19.3.1 Scope:

This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.

19.3.2 Requirements

19.3.2.1 GTE shall provide protection, restoration, and disaster recovery capabilities at parity with those capabilities provided for their own services, facilities and equipment (e.g., equivalent circuit pack protection ratios, facility protection ratios).

19.3.2.2 GTE shall provide Network Elements and Ancillary Functions equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.

19.3.2.3 GTE shall provide Network Elements and Ancillary Functions equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.

19.3.2.4 GTE shall restore Network Elements which are specific to MCI end user subscribers on a priority basis as MCI may designate.

19.4 Synchronization

19.4.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

19.4.2 Technical Requirements

The following requirements are applicable to the case where GTE provides synchronization to equipment that MCI owns and operates within a GTE

location. In addition, these requirements apply to synchronous equipment that is owned by GTE and is used to provide a Network Element to MCI.

19.4.2.1 The synchronization of clocks within digital networks is divided into two parts: intra-building and inter-building. Within a building, a single clock is designated as the Building Integrated Timing Supply (BITS), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS receives synchronization references from remotely located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

19.4.2.2 To implement a network synchronization plan, clocks within digital networks are divided into four stratum levels. All clocks in strata 2, 3, and 4 are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability during trouble conditions such as the loss of all synchronization references.

19.4.2.2.1 Intra-Building

19.4.2.2.1.1 Within a building, there may be different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DS1 transmission interfaces. Synchronization at the DS0 rate is accomplished by using a composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when the appropriate composite signal is a 64-kHz 5/8th duty

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cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

19.4.2.2.2 Inter-Building

19.4.2.2.2.1 GTE shall provide inter-building synchronization at the DSI rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and GTE shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning; synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

19.4.3 Synchronization Distribution Requirements

19.4.3.1 Central office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 2 clock as specified in ANSI T1.101-1994 and Bellcore *TR-NWT-001244 Clocks for the Synchronized Network: Common Genetic Criteria*.

19.4.3.2 Central office BITS shall be powered by primary and backup power sources.

19.4.3.3 If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in Alarm Indication Signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with better performance than 1 frame repetition or deletion (slip) per week.

19.4.3.4 DS1s multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in ANSI T1.105-1995) signal shall not be used as reference facilities for network synchronization.

19.4.3.5 The total number of Network Elements cascaded from the stratum 1 source shall be minimized.

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19.4.3.6 15.4.3.6 A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

19.4.3.7 GTE shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).

19.4.3.8 Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).

19.4.3.9 No timing loops shall be formed in any combination of primary and secondary facilities.

19.4.3.10 An Operations Support System (OSS) shall continuously monitor the BITS for synchronization related failures or degradation.

19.4.3.11 An OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization related failures or degradation.

19.4.3.12 For non-SONET equipment, GTE shall provide synchronization facilities which, at a minimum, comply with the standards set forth in ANSI T1.101-1994.

19.4.3.13 For SONET equipment, GTE shall provide synchronization facilities that have time deviation (TDEV) for integration times greater than 0.05 seconds and less than or equal to 10 seconds, that is less than or equal to 10 nanoseconds. TDEV, in nanoseconds, for integration times greater than 10 seconds and less than 1000 seconds, shall be less than 3.1623 times the square-root of the integration time. For example, for integration times of 25 seconds, TDEV shall be less than 15.8 nanoseconds.

19.5 SS7 Network Interconnection

19.5.1 Definition:

Figure 8 depicts Signaling System 7 (SS7) Network Inter-connection. SS7 Network Interconnection is the interconnection of MCI_m local Signaling Transfer Point (STPs) with GTE STPs. This interconnection provides

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connectivity that enables the exchange of SS7 messages among GTE switching systems and databases (DBs), MCIIm local or tandem switching systems, and other third-party switching systems directly connected to the GTE SS7 network.

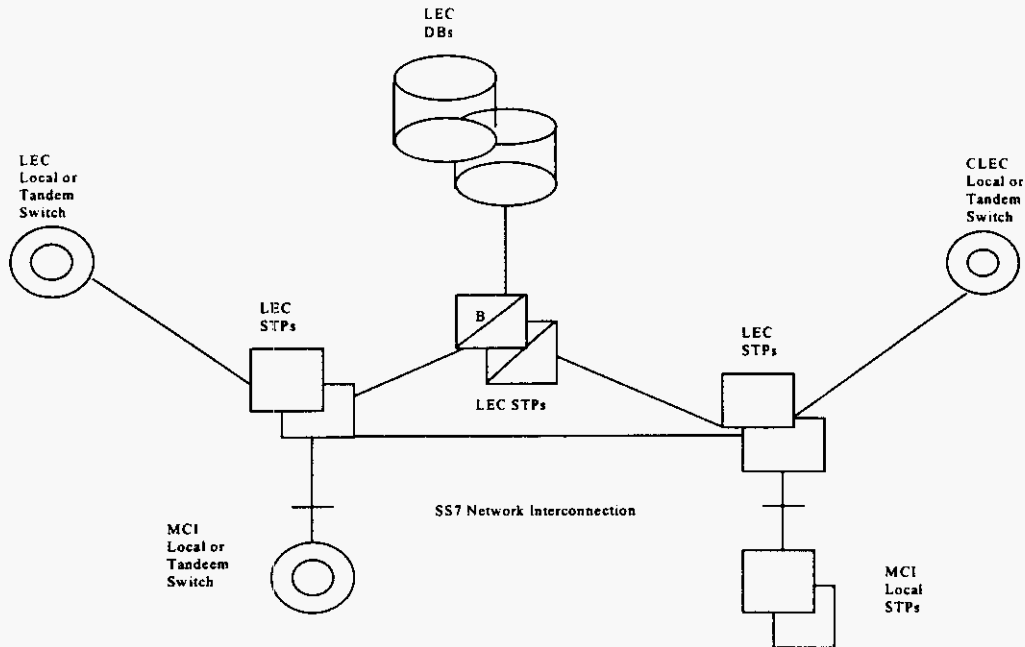


Figure 8. SS7 Network Interconnection

19.5.2 Technical Requirements

19.5.2.1 SS7 Network Interconnection shall provide connectivity to all components of the GTE SS7 network. These include:

19.5.2.1.1 GTE local or tandem switching systems;

19.5.2.1.2 GTE DBs; and

19.5.2.1.3 Other third-party local or tandem switching systems.

19.5.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of GTE switching systems and DBs and MCIIm or other third-party switching systems with A-link access to the GTE SS7 network.

19.5.2.3 In particular, Figure 9 depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between an

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MCIm local switching system and a GTE or other third-party local switching system, either directly or via a GTE tandem switching system, then it is a requirement that the GTE SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the MCIm local STPs and the GTE or other third-party local switch.

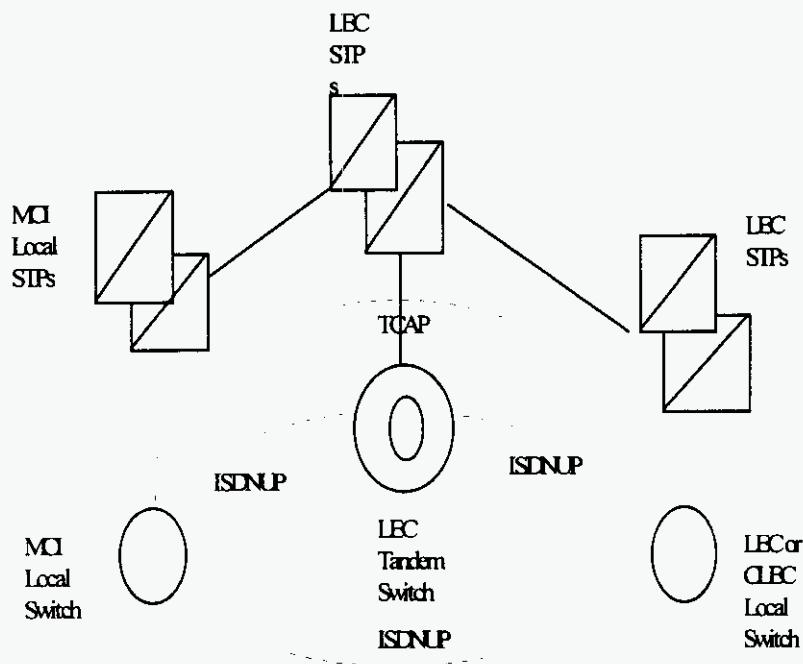


FIGURE 9. Interswitch TCAP Signaling for SS7 Network Interconnection

19.5.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on GTE STPs, the GTE SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the GTE switch routes traffic based on a Carrier Identification Code (CIC).

19.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1. 111. This includes:

19.5.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

19.5.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and

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19.5.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

19.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4.

19.5.2.7 Where the destination signaling point is a GTE switching system or DB, or is another third-party local or tandem switching system directly connected to the GTE SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination.

19.5.2.8 Where the destination signaling point is an MCIm local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of MCIm local STPs, and shall not include SCCP Subsystem Management of the destination.

19.5.2.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

19.5.2.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

19.5.2.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of GTE STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

19.5.2.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

19.5.2.12.1 MTP Performance, as specified in ANSI T1.111.6;

19.5.2.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

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19.5.2.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

19.5.3 Interface Requirements

19.5.3.1 GTE shall offer the following SS7 Network Interconnection options to connect MCIIm or MCIIm-designated STPs to the GTE SS7 network:

19.5.3.1.1 D-link interface from MCIIm STPs.

19.5.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

19.5.3.2.1 A D-link layer shall consist of four links, as depicted in Figure 10.

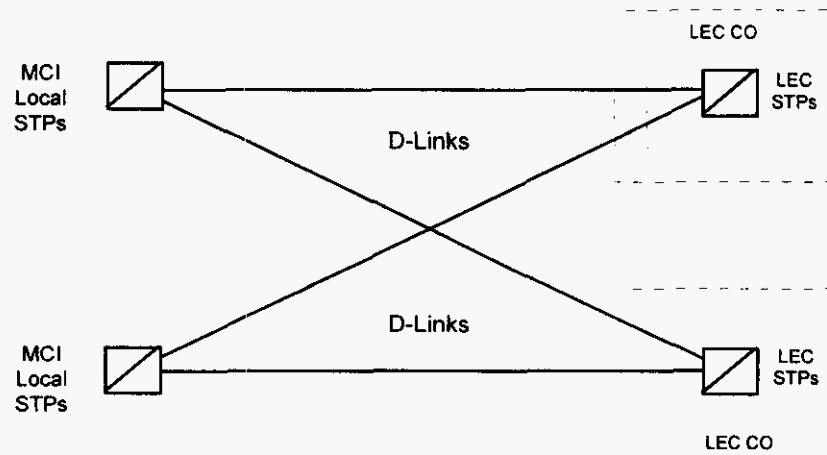


FIGURE 10. D-LINK Interface

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19.5.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, including but not limited to a DSX-1, in the Central Office (CO) where the GTE STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. GTE shall offer higher rate DS1 signaling links for interconnecting MCIm local switching systems or STPs with GTE STPs as soon as these become approved ANSI standards and available capabilities of GTE STPs.

19.5.3.3.1 In each LATA, there will be two signaling points of interconnection (SPOIs). The requirement for two SPOIs is driven by the critical importance attached by all parties to signaling link diversity.

19.5.3.3.2 Each Party will designate one of the two SPOIs in the LATA. A SPOI can be any existing cross connect point in the LATA. Since each Party will designate a SPOI, we believe that both Parties will be incented to select reasonable and efficient SPOI locations.

19.5.3.3.3 Each signaling link requires a port on each Party's STP, which each Party shall provide without explicit charge.

19.5.3.4 The GTE CO shall provide intraoffice diversity between the SPOIs and the GTE STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a GTE STPs.

19.5.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP and TCAP. These protocol interfaces shall conform to the following specifications:

19.5.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital network User Part (ISDNUP);

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19.5.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

19.5.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

19.5.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

19.5.3.6 GTE shall set message screening parameters to block accept messages from MCIm local or tandem switching systems destined to any signaling point in the GTE SS7 network with which the MCIm switching system has a legitimate signaling relation.

19.5.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

19.5.4.1 ANSI T1.110-1992 American National Standard Telecommunications Signaling System Number 7 (SS7) - General Information;

19.5.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

19.5.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

19.5.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

19.5.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

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19.5.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

19.5.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

19.5.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

19.5.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

19.5.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

19.5.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

19.5.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

19.5.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

19.5.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

19.6 Network Interconnection

19.6.1 Technical Requirements

19.6.1.1 When requested by MCIm, GTE shall provide interconnections between the GTE Network Elements provided to

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MCIm and MCIm's network at transmission rates designated by MCIm.

19.6.1.2 Traffic shall be combined and routed as follows:

19.6.1.2.1 GTE shall provide direct trunks for intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at MCIm's request, GTE shall allow MCIm to route such traffic either directly to a GTE tandem or directly to a GTE end-office. At MCIm's option, intraLATA toll and local traffic shall be combined onto one trunk group.

19.6.1.2.2 At MCIm's request, GTE shall receive MCIm traffic destined to the GTE Operator Systems Network Element, on trunks from an MCIm end-office or an MCIm tandem.

19.6.1.2.3 At MCIm's request, GTE shall receive MCIm CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to the GTE B911 PSAPs, or E911 tandems, on trunks from an MCIm end-office.

19.6.1.2.4 At MCIm's request, GTE shall receive MCIm SS7 traffic destined to any GTE S911 tandem on trunks from an MCIm end-office.

19.6.1.3 When requested by MCIm and a third party carrier, GTE shall provide interconnections between MCIm's network, and the other carrier's network through the GTE network at transmission rates designated by MCIm, including, but not limited to DS1, DS3, and STS-1. GTE shall combine and route traffic to and from other local carriers and interLATA carriers through the GTE network, and at MCIm's request, GTE shall record and keep records of such traffic for MCIm billing purposes.

19.6.1.4 GTE shall provide two-way trunk groups for interconnections. At MCIm's request, GTE shall provide unidirectional traffic on such trunks, in either direction, effectively operating them as if they were one-way trunk groups.

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19.6.1.5 GTE shall provision trunks without any user restrictions (e.g., option for two-way trunking, and no unnecessary trunk group fragmentation by traffic types).

19.6.1.6 All trunking provided by GTE shall adhere to the applicable performance requirements set forth in Article VI, Section 18.2.

19.6.1.7 At MCIm's request, GTE shall provide for overflow routing from a given trunk group or groups onto another trunk group or groups as MCIm designates.

19.6.1.8 GTE and MCIm shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.

19.6.1.9 Interconnection shall be made available upon MCIm's request at any technically feasible point of interface. All trunk interconnections shall be provided, including, SS7, MF, DTMF, Dial Pulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim NP can be provided.

19.6.1.10 Trunk Interface Requirements

19.6.1.10.1 B911/E911 Trunks

19.6.1.10.1.1 GTE shall allow MCIm to provide direct trunking to each GTE B911 serving end office, or GTE E911 tandem, as is appropriate for the applicable serving area. These trunks are to be provided as one-way trunks from a given MCIm end office to the GTE 911 end-office or tandem.

19.6.1.10.1.2 GTE shall provide for overflow 911 traffic to be sent to the GTE operator services platform or, at MCIm's direction, routed directly to MCIm's operator services platform.

19.6.1.10.2 S911 Trunks

In areas where S911 tandems are used, GTE shall allow MCIm to provide direct trunking to each GTE S911 tandem. Such SS7 trunks are to be provided as one-way

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trunks from a given MCIm end-office to the GTE S911 tandem.

19.6.1.10.3 Local Switch and Access Tandem Trunks

19.6.1.10.3.1 GTE shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by MCIm.

19.6.1.10.3.2 GTE shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by MCIm.

19.6.1.10.3.3 GTE shall provide SS7 trunks which provide SS7 interconnection. At MCIm's request, MF trunks may be substituted for SS7 trunks where applicable.

19.6.1.10.3.4 GTE shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

19.6.1.10.4 GTE Operator Services Trunk

19.6.1.10.4.1 For traffic from the GTE network to MCIm for Operator Services, GTE shall provide one trunk group per NPA served by the local GTE switch.

19.6.1.10.4.2 GTE shall provide such trunks as one-way trunks from the GTE network to the MCIm network.

19.6.2 Network Interconnection between GTE and MCIm shall meet or exceed all of the requirements for Network Interconnection set forth in the following technical references:

19.6.2.1 GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

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19.6.2.2 GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

19.6.2.3 FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore, 1994 Edition; and

19.6.2.4 FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition.

ARTICLE VII

ANCILLARY SERVICES

1. Transfer of Service Announcements. When an end user customer transfers service from GTE to MCI, or from MCI to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request, a referral announcement on the original telephone number. This announcement will provide the new number of the customer. The announcement will be provided for the same length of time that the Party provides intercept or referral information for its customers that have changed telephone numbers.

2. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

2.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.

2.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.

2.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.

3. 911/E911 Arrangements

3.1 Description of Service. MCI 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 MCI provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DS0 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

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voice portion of the call. GTE will provide MCIm with the appropriate CLLI codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP. If an MCIm central office serves end users in an area served by more than one GTE 911/E911 selective router, MCIm will install a minimum of two dedicated trunks in accordance with this section to each of such 911/E911 selective routers.

3.2 Transport. If MCIm desires to obtain transport from GTE to the GTE 911 selective routers, MCIm may purchase such transport from GTE at the rates set forth in Appendix C.

3.3 Cooperation and Level of Performance. The Parties agree to provide access to 911/E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of MCIm'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. To this end, GTE will provide documentation to MCIm showing the correlation of its rate centers to its E911 tandems.

3.4 Basic 911 and E911 General Requirements:

3.4.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

3.4.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System (ALI/DMS), to determine to which Public Safety Answering Point (PSAP) to route the call.

3.4.3 All requirements for E911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.

3.4.4 Basic 911 and E911 functions provided to MCIm shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.

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3.4.5.4.2.2 MCIm and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. MCIm and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 3.4.5.8 of this Article.

3.4.5.4.2.3 MCIm shall have the right to verify the accuracy of information regarding MCIm customers in the ALI database using methods and procedures mutually agreed to by the parties.

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

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

3.4.5.4.5 Interconnection and database access shall be priced as specified in Appendix C.

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

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

3.4.5.5 Within thirty (30) days after MCIm's request, GTE shall provide to MCIm the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers and addresses linked to the NPA NXXs for the states or localities in which MCIm will be providing service.

3.4.5.6 GTE shall transmit to MCIm within one business day of GTE being notified all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

3.4.5.7 GTE shall provide to MCIm the necessary Network Elements in order for MCIm to provide E911/911 services to government agencies in accordance with the provisioning requirements of Article VIII no later than January 1, 1997. If such elements are not available from GTE, GTE shall offer E911/911 service for resale by MCIm to government agencies.

3.4.5.8 The following are Basic 911 and E911 Database Requirements:

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

3.4.5.8.2 Copies of the MSAG shall be provided within five business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.

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

3.4.5.8.4 GTE and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users. GTE shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

3.4.5.8.5 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to GTE.

3.4.5.8.6 GTE shall update the database within two (2) business days of receiving the data from MCIm. If GTE detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to GTE. MCIm shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

3.4.5.8.7 GTE agrees to treat all data on MCIm subscribers provided under this Agreement as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.

3.4.5.8.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from MCIm. The Carrier Code will be used to identify the

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carrier of record in NP configurations. The NENA Carrier Code for MCIm is "MCI".

3.4.5.8.9 GTE shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.

3.4.5.9 The following are basic 911 and E911 Network Requirements:

3.4.5.9.1 GTE, at MCIm's option, shall provide a minimum of two (2) E911 trunks per Numbering Plan Area (NPA) code, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. These trunks will be dedicated to routing 911 calls from MCIm's switch to a GTE selective router.

3.4.5.9.2 GTE shall provide the selective routing of E911 calls received from MCIm's switching office. This includes the ability to receive the ANI of MCIm's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. GTE shall provide MCIm with the appropriate CLLI codes and specifications regarding the selective router serving area associated addresses and meetpoints in the network.

3.4.5.9.3 Copies of Selective Routing Boundary Maps shall be available to MCIm. Each map shows the boundary around the outside of the set of exchange areas served by that selective router. The map provides MCIm the information necessary to set up its network to route E911 callers to the correct selective router.

3.4.5.9.4 MCIm shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code and line number of the calling party. MCIm shall also ensure that its switch provides the

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line number of the calling station. Where applicable, MCIm shall send a ten-digit ANI to GTE.

3.4.5.9.5 Where GTE is the lead telco, each ALI discrepancy report shall be jointly researched by GTE and MCIm. Corrective action shall be taken immediately by the responsible party.

3.4.5.9.6 Where GTE controls the 911 network, GTE shall provide MCIm with a detailed written description of, but not limited to, the following information:

3.4.5.9.6.1 Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

3.4.5.9.6.2 GTE's rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

3.4.5.9.6.3 Technical specifications for network interface, Technical specifications for database loading and maintenance.

3.4.5.9.6.4 GTE shall identify special routing arrangements to complete overflow.

3.4.5.9.6.5 GTE shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. GTE must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

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3.4.5.9.6.6 GTE shall identify any special operator-assisted calling requirements to support 911.

3.4.5.9.6.7 Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. Where there is an alternate means of transmitting a 911 call to a PSAP in the event of failures, that alternate means will be available to MCIm.

3.4.5.9.6.8 Circuits shall have interoffice, loop and carrier system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Diversity will be maintained. At MCIm's option, diversity will be upgraded to utilize the highest level of diversity available in the network.

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

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

3.4.5.9.6.11 All 911 trunks must be capable of transmitting and received Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

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3.4.5.10 Basic 911 and E911 Additional Requirements

3.4.5.10.1 All MCIm lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. GTE shall send both the ported number and the MCIm number (if both are received from MCIm). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with MCIm to ensure that 911 service is fully available to all MCIm end users whose telephone numbers have been ported from GTE, consistent with State provisions.

3.4.5.10.2 GTE shall work with the appropriate government agency to provide MCIm the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/911 selective router to which MCIm is interconnected.

3.4.5.10.3 GTE shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.

3.4.5.10.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to GTE. GTE shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

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

3.4.5.10.6 GTE shall provide sufficient planning information regarding anticipated moves to SS7 signaling for the next 12 months.

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3.4.5.10.7 Where GTE is the lead telco, GTE shall provide MCIm with notification of any pending selective router moves within at least sixty (60) days in advance. GTE shall provide MCIm with notification of scheduled maintenance outages as set forth in Article VIII, Section 7.1.5.1.

3.4.5.10.8 GTE shall identify process for handling of "reverse ALI" inquiries by public safety entities.

3.4.5.10.9 Where GTE is the lead telco, GTE shall establish process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

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

3.4.6 Basic 911 and E911 Information Exchanges and Interfaces. Where GTE is the lead telco:

3.4.6.1 GTE shall provide MCIm a data link to the ALI/DMS database or permit MCIm to provide its own data link to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to MCIm within one business day after MCIm inputs information into the ALI/DMS database. Alternately, MCIm may utilize GTE or a third party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis.

3.4.6.2 GTE and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users. GTE shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

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3.4.6.3 Updates to MSAG. Upon receipt of an error recording an MCI subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of MCIm to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on MCIm's Local Service Request ("LSR") or via a separate feed established by MCIm pursuant to Section 3.4.6 of this Article.

3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E911 Switch or Tandem and the ALI/DMS database for MCIm subscriber shall meet industry standards.

3.5 Compensation. In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining MCIm's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from MCIm only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge MCIm a portion of the cost of the shared 911/E911 selective router.

4. Directory Assistance Service

4.1 GTE shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, and, if consistent with GTE's equal access obligations, intraLATA NPA-555-1212) dialed by MCIm subscribers directly to either the MCIm DA service platform or GTE DA service platform as specified by MCIm. MCIm shall provide to GTE a prioritized list of offices in which MCIm seeks to have MCIm subscribers' directory assistance calls routed to the MCIm DA service platform. GTE shall respond within 30 days after the date the list is received with information on the technical feasibility, costs, and completion date.

4.2 MCIm subscribers shall be provided the capability by GTE to dial the same telephone numbers for access to MCIm Directory Assistance that GTE subscribers to access GTE Directory Assistance.

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4.3 In the instances where GTE provides Directory Assistance on behalf of MCIm (as noted in 4.1 and 4.2 above), GTE shall provide Directory Assistance functions and services to MCIm for its subscribers as described below:

4.3.1 GTE agrees to provide MCIm subscribers with the same Directory Assistance service available to GTE subscribers.

4.3.2 GTE shall notify MCIm in advance of any changes or enhancements to its DA service available to GTE subscribers, and shall make available such service enhancements on a non-discriminatory basis to MCIm.

4.3.3 GTE shall provide Directory Assistance to MCIm subscribers in accordance with GTE's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

4.3.4 GTE shall provide MCIm with the same level of support for the provisioning of Directory Assistance as GTE provides itself. Quality of service standards shall be in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that GTE uses and/or which are required by law, regulatory agency, or by GTE's own internal procedures, whichever are the most rigorous.

4.3.5 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

4.3.6 GTE agrees to maintain an adequate operator work force based on a review and analysis of actual call attempts and abandonment rate.

4.3.7 MCIm or its designated representatives may inspect any GTE owned or sub-contracted office, which provides DA services, dependent on existing agreements that do not unnecessarily restrict access, upon 5 business days written notice to GTE.

4.3.8 *In a resale environment, Directory Assistance services provided by GTE to MCIm subscribers shall be branded and unbranded as set forth in*

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Article V, Section 3.4.1. Branding includes front-end and back-end to be determined by MCIm. MCIm shall have the option of providing its own branding materials that comply with reasonable requirements provided by GTE to MCIm.

4.3.9 GTE shall report to the Commission within six (6) months after the date of the Arbitration Award in Docket No. 16355 regarding GTE's progress in implementing changes to provide DA rebranding.

4.3.10 GTE shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:

4.3.10.1 A minimum of two subscriber listings and/or addresses or GTE parity per MCIm subscriber request.

4.3.10.2 Name and address to MCIm subscribers upon request, except for unlisted numbers, where such information is provided to GTE subscribers.

4.3.10.3 Upon request by MCIm and where technically available and legally approved, within three months of its technical availability from vendors, call completion to the requested number for local and intraLATA toll calls shall be sent to the network specified by MCIm. GTE will provide MCIm notice within 30 days of technical availability from vendors. Rating and billing shall be done by MCIm.

4.3.10.4 Populate the Directory Assistance database in the same manner and in the same time frame as for GTE subscribers.

4.3.10.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCIm subscribers as for GTE's subscribers.

4.3.10.6 When requested by MCIm, GTE shall provide instant credit on directory assistance calls at parity with that provided by GTE for GTE subscribers as provided to GTE subscribers.

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4.3.11 GTE shall provide data regarding billable events in a mutually agreed-upon format.

5. Operator Services

5.1 GTE shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or GTE operator service platform as specified by MCIm. MCIm shall provide to GTE a prioritized list of offices in which MCIm seeks to have MCIm subscribers' local operator service calls routed to the MCIm operator service platform. GTE shall respond within 30 days after the date such list is received with information on technical feasibility, cost, and completion date.

5.2 MCIm subscribers shall be provided the capability by GTE to dial the same telephone numbers to access MCIm operator service that GTE subscribers dial to access GTE operator service.

5.3 In the instances where GTE provides Operator Services on behalf of MCIm (as noted in 5.1 and 5.2 above), GTE shall provide, in the same nondiscriminatory manner as that provided by GTE to itself or any third party, Operator Services to MCIm subscribers as described below:

5.3.1 GTE agrees to provide MCIm subscribers the same Operator Services available to GTE subscribers.

5.3.2 In a resale environment, Operator Services provided to MCIm subscribers shall be branded and unbranded as set forth in Article V, Section 3.4.1. Branding options include front-end and back-end as specified by MCIm. GTE shall provide back-end branding within three months of its technical availability from vendors. MCIm has the option of providing its own branding materials that comply with reasonable requirements provided by GTE to MCIm.

5.3.3 GTE shall report to the Commission within six (6) months after the date of the Arbitration Award in Docket No. 16355 regarding GTE's progress in implementing changes to provide operator services rebranding.

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5.3.4 GTE shall provide the following minimum Operator Service capabilities to MCIm subscribers:

5.3.4.1 GTE shall complete 0+ and 0- dialed local calls.

5.3.4.2 GTE shall complete 0+ intraLATA toll calls.

5.3.4.3 GTE shall complete calls that are billed to a calling card and MCIm shall designate to GTE the acceptable types of billing.

5.3.4.4 GTE shall complete person-to-person calls.

5.3.4.5 GTE shall complete collect calls.

5.3.4.6 GTE shall provide the capability for callers to bill to a third party and complete such calls.

5.3.4.7 GTE shall complete station-to-station calls.

5.3.4.8 GTE shall process emergency calls.

5.3.4.9 GTE shall process Busy Line Verify and Emergency Line Interrupt requests.

5.3.4.10 GTE shall process emergency call trace based on mutually agreed upon procedures.

5.3.4.11 GTE shall process operator-assisted directory assistance calls.

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5.8 MCIm or its designated representatives may inspect any GTE owned or sub-contracted office, which provides Operator Services, dependent on existing contract agreements that do not unreasonably restrict access, upon 5 business days notice to GTE.

5.9 GTE shall direct MCIm subscriber account and other similar inquiries to the service center 800/888 or "toll-free" number designated by MCIm or through the use of GTE's "0 minus " transfer service when available.

5.10 GTE shall provide an electronic feed of MCIm subscriber call records in EMR format to MCIm in accordance with a mutually agreed-upon time schedule.

5.11 GTE shall accept and process overflow 911 traffic routed from MCIm to the underlying platform used to provide Operator Service in compliance with requirements of the applicable state/local regulatory authority.

5.12 Busy Line Verification and Emergency Line Interrupt:

5.12.1 GTE shall permit MCIm to connect its Local Operator Service to GTE's Busy Line Verification and Busy Line Verification and Interrupt ("BLV/BLVI") systems and databases to enable MCIm to perform BLV/BLVI services or through a direct trunk to a tandem-office, paying terminating access minutes of use.

5.12.2 GTE shall engineer its BLV/BLVI facilities to accommodate the anticipated volume of BLV/BLVI requests during the Busy Hour. MCIm may, from time to time, provide its anticipated volume of BLV/BLVI requests to GTE. In those instances when the BLV/BLVI systems and databases become unavailable, GTE shall promptly inform MCIm.

5.13 GTE shall update the Line Information Data Base (LIDB) for MCIm subscribers. Additionally, GTE must provide access to LIDB for validation of collect, third party billed, and calling card billed calls.

5.14 Where technically feasible and when INP is deployed, if a BLV/BLVI request for a ported number is directed to a GTE operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm

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whether the number has been ported and shall direct the request to the appropriate operator. In the interim, the Parties agree to cooperate in developing standards and procedures to provide such service.

5.15 GTE shall allow MCIm to order validation and/or access and storage of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, in conformance with industry standards and/or as mutually agreed upon. GTE shall continue to allow MCIm access to its LIDB.

6. Directory Assistance and Listings Service Requests

6.1 These requirements pertain to GTE's DA and Listings Service Request process that enables MCIm to (a) submit MCIm subscriber information for inclusion in GTE Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable GTE to fulfill directory distribution obligations.

6.1.1 GTE shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within nine (9) months after final standard adoption. In the interim, GTE shall create a standard format and order process by which MCIm can place an order via electronic exchange no later than January 1, 1997.

6.1.2 GTE will provide to MCIm the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

6.1.2.1 Migrate with no Changes: Retain all white and yellow page listings for the subscriber in both DA and DL. Transfer ownership and billing for white and yellow page listings to MCIm.

6.1.2.2 Migrate with Additions: Retain all white and yellow page listings for the subscriber in both DA and DL. Incorporate the specified additional listings order. Transfer

ownership and billing for the white and yellow page listings to MCIIm.

6.1.2.3 Migrate with Deletions: Retain all white and yellow page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white and yellow page listings to MCIIm.

6.1.3 The Directory Listings Migration Options should not be tied to migration options specified for a related service order (if any) such that a service order specified as migration with changes may be submitted along with a directory listing order specified as migration with no changes.

6.1.4 GTE shall enable MCIIm to electronically transmit multi-line listing orders.

6.1.5 GTE will provide MCIIm with a summary of completed Directory Service Requests on a daily basis. The summary information will include but is not limited to the following information:

6.1.5.1 White page listings text and format (name, address, phone, title, designation, extra line information)

6.1.5.2 Yellow page listing text and format

6.1.5.3 Yellow page heading code

6.1.5.4 Listing Instruction codes

6.1.5.5 Listed book

6.1.6 GTE shall provide ability for MCIIm to electronically query the GTE listing system to view all listings real-time. Ownership of each listing is to be masked.

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6.1.7 To ensure accurate order processing, GTE shall provide to MCIm the following information, with updates within reasonable timeframes and one business day of change if possible and via electronic exchange if available:

6.1.7.1 An identification of NXX to central office

6.1.7.2 Geographical maps if available of GTE directory area

6.1.7.3 A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas in all cases where available

6.1.7.4 Yellow page heading codes

6.1.7.5 Directory names and codes, and identification of which telephone directories are provided to which subscribers by subscriber address, NPA/NXX, or other criteria

6.1.7.6 Directory product changes

6.1.7.7 Listing format rules

6.1.7.8 Listing alphabetizing rules

6.1.7.9 Standard abbreviations acceptable for use in listings and addresses

6.1.7.10 Titles and designations

6.1.7.11 A list of all available directories and their close dates

6.1.7.12

6.1.8 Based on changes submitted by MCIm, GTE shall update and maintain directory assistance and directory listings data for MCIm subscribers who:

6.1.8.1 Disconnect Service

6.1.8.2 Change carrier

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listings available to GTE customers under the same rates, terms, and conditions. Government listings will be listed in the same manner as GTE customer government listings.

6.2.6 GTE shall provide MCI_m end users with the same yellow pages services on the same terms and conditions as those provided to GTE end users. GTE shall provide an MCI_m end user within the geographical area covered by the yellow pages directory a basic listing in the yellow pages directory at no charge under the classified heading that most accurately reflects the primary nature of the customer's business. GTE shall supply MCI_m with a list of classified headings. MCI_m shall supply the appropriate heading for their respective end users.

6.2.7 GTE shall provide and maintain for MCI_m at least one (1) white page and at least one (1) yellow page (if applicable) listing for each MCI_m subscriber that has ported its number from GTE. The listing and handling of listed and non-listed telephone numbers shall be at least at parity with that provided by GTE to its own subscribers.

6.2.8 GTE will list in the Information Pages of its directories, at no charge, MCI_m critical customer contact information for business and residential customers regarding emergency services, billing, sales and service information., repair services, and MCI's logo. GTE will also offer MCI_m the opportunity to purchase up to four (4) additional customer call guide pages to discuss their respective products and services. MCI_m agrees to pay a price for the additional pages to be determined by GTE Directories, provided that such price shall be non-discriminatory to GTE and MCI_m.

6.2.9 One month prior to the date on which updates to the directory are no longer allowed (the Directory Close date), GTE shall provide MCI_m a method of reviewing and correcting MCI_m subscriber directory listings.

6.2.10 For enhanced white page listings (i.e., bold, indent, italics) and yellow pages advertising, MCI_m will contract with GTE to use their advertising sales force and processes as MCI_m's agent to sell all enhanced listings and advertising products on a non-discriminatory basis to MCI_m subscribers. A GTE representative will design the ad with MCI_m's subscriber. Charges for any advertising will be billed

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by GTE. MCIm will receive from GTE a 20% commission on all revenue generated by enhanced white page listings and yellow pages advertising.

6.2.11 Additional and foreign White Page listing charges should be billed to MCIm and itemized at the telephone number sub-account level in CABS format.

6.2.12 Directory Distribution

6.2.12.1 GTE shall provide initial distribution of white and yellow pages directories to all end user customers of MCIm at no charge within the same directory service area in which, and under the same delivery timetable as, GTE provides such directories to its own end user customers.

6.2.12.2 GTE shall provide secondary distribution of directories (e.g., a new customer, requests for additional copies) to end user customers of MCIm at the same price that GTE is charged by GTE Directories for secondary distribution and under the same delivery timetable as GTE provides secondary distribution of such directories to its own end user customers. MCIm agrees to pay GTE Directories for secondary distribution based on GTE's agreement that the secondary distribution cost will be excluded from GTE's cost studies and resulting avoided cost discounts and prices for Unbundled Network Elements.

6.2.13 GTE shall permit, or ensure a third party permits, MCIm subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to GTE subscribers. GTE shall provide to MCIm the procedures, terms, and conditions for obtaining foreign telephone directories from GTE.

6.2.14 MCIm agrees to provide GTE with subscriber mailing information to allow GTE to perform its directory distribution responsibilities.

6.2.15 Upon request, and at no charge, GTE shall provide, or ensure a third party provides, reasonable quantities of directories to cover areas in

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written request after the Effective Date of this Agreement. The NPAs included shall represent the entire GTE operating region of the providing Party. The initial load shall reflect all data that is current as of one business day prior to the provision date or as current as the providing Party's data.

6.3.3 Each Party shall provide the other Party a complete list of its CLECs and independent telcos that provide data contained in their databases.

6.3.4 All directory assistance data shall be provided in the format as specified in "Directory Assistance Data Information Exchanges and Interfaces" below or in Bellcore standard F20 format.

6.3.5 On a daily basis, each Party shall provide the other Party with updates (end user and, upon request, mass) to the Listing Information via electronic data transfer. Updates shall be current as of one business day prior to the date provided or as current as the providing Party's updates.

6.3.6 Each Party shall provide the other Party access to its respective DA support database. For example, MCIm requires access to Use Restriction information including but not limited to call completion.

6.3.7 DA data shall specify whether the subscriber is a residential, business, or government subscriber. Additionally, data must include all levels of indentation and all levels of information specified in "Directory Assistance Data Information Exchanges and Interfaces" below.

6.3.8 DA data shall be provided for telecommunications services on the same terms, conditions, and rates that GTE provides to itself or other third parties.

6.3.9 GTE and MCIm will designate a mutually agreed and technically feasible point at which the data will be provided.

6.4 Directory Assistance Data Information Exchanges and Interfaces

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6.4.1 Subscriber List Information

6.4.1.1 GTE shall provide to MCIm, within thirty (30) days after the Effective Date of this Agreement, or at MCIm's request, all published Subscriber List Information (including such information that resides in GTE's master subscriber system/accounts master file) via an electronic data transfer medium and in a format which is mutually acceptable, on the same terms and conditions and at the same rates that the GTE provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to MCIm on the same day as the change occurred through the electronic data transfer medium used to transmit the initial Subscriber List Information. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.4.1.2 GTE shall provide to MCIm within fifteen (15) days after an agreement or interim agreement is reached, or earlier if mutually agreed upon, a magnetic tape containing all published Subscriber List Information (including such information that resides in GTE's master subscriber system/accounts master file). The Parties shall work together to establish a connect direct method of transferring data for daily updates. MCIm will evaluate the tape for conformity to stated data requirements in the following sections 6.4.1.3 through 6.4.1.8. Upon final evaluation of the magnetic tape, MCIm and GTE will work toward a mutually agreed-upon modification of the format of the Subscriber List Information. All mutually agreed-upon modifications will be contained within a Subscriber List Information Format Addendum that shall be incorporated into this Agreement and shall be filed with the Commission. The Subscriber List Information Format Addendum shall have the full force of this Agreement as if executed on the same date as this Agreement.

6.4.1.3 This section addresses data format requirements and data inclusion requirements for directory assistance data information exchange between GTE and MCIm. GTE shall provide MCIm the following:

List of NPA-NXXs relating to the listing records being provided.

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6.4.1.3.1 List of Directory Section names and their associated NPA-NXXs.

6.4.1.3.2 List of Community Names expected to be associated with each of the NPA-NXXs for which listing records shall be provided.

6.4.1.3.3 List of Independent Company names and their associated NPA-NXXs for which their listing data shall be included in GTE's listing data.

6.4.1.3.4 List of Independent Company names and their associated NPA-NXXs for which their listing data is a part of GTE's directory database, but GTE is not to provide the listing data to MCIm under this request.

6.4.1.3.5 Upon initial implementation on a state by state basis, listing volume totals by directory section, NPA, and state.

6.4.1.3.6 Upon initial implementation on a state by state basis, average daily update volume by directory section, NPA, and state.

6.4.1.3.7 Identify any area wide or universal service numbers which may be listed. Identify the telephone number to be provided to callers outside the servicing area.

6.4.1.3.8 Identify any listing condition(s) unique to GTE's serving area which may require special handling in data processing in the directory. Indented Listings (Captions) should be identified and delivered handled as specified.

6.4.1.4 Considerations Relating to an Indented Listing (Caption) Set Requirements

6.4.1.4.1 Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A

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method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped; placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.

6.4.1.4.2 Use of guideline or recapped data to identify previously established header and sub-header records for placement of data within the caption set. This permits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.

6.4.1.4.3 In order to maintain the integrity of caption replacement, with end-of-day cumulative effect, one OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.

6.4.1.4.4 MCIm requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

6.4.1.5 Data Processing Requirements: GTE and MCIm shall mutually agree to standards on the following data processing requirements:

6.4.1.5.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, such as Connect: Direct.

6.4.1.5.2 Identify tape or dataset label requirements.

6.4.1.5.3 Identify tracking information requirements. For example, use of header and trailer records for tracking date

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NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. MCI may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.
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6.4.1.7 Listing Styles

LISTING STYLE	DESCRIPTION
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU)	Two or more listing records relating to the same listed subscriber. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.

INDENTED LISTING (CAPTION) SET

HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address and telephone number data. Associated subordinate records may, or may not be present.
INDENTED NAME LISTING	Contains name data, may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.

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LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.
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6.4.1.8 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

DATA FIELD	DATA ELEMENT	FIELD LENGTH
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION	Name of the directory section where the record is to be listed.	Required: Maximum of 50 alpha characters
LISTING IDENTIFIER	F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Optional: 1 alpha character
FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, &	Required: Maximum of 3 alpha characters

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	Government (7)	
LISTING TYPE	L = Listed N = Non-Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set An Indented listing relates to either a caption or Straight Line Under (SLU) set listing.	Required: 1 alpha character
INDENT LEVEL	0 = Non-indented record 1 - 8 = Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4

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	Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	
DEGREE	e.g. MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, e.g. ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE NUMBER *	NPA NXX-LINE	Optional: 12 characters, including space and hyphen
NON-STANDARD TELEPHONE NUMBER *	Telephone numbers less than or more than the standard telephone number.	Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

6.5 Standards. GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from MCI. The Carrier Code will be used to identify the carrier of record in INP configurations. The NENA Carrier Code for MCI is "MCI".

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ARTICLE VIII
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. General Business Requirements

1.1 Procedures. GTE Contact with Subscribers

1.1.1 MCIm at all times shall be the primary contact and account control for all interactions with its subscribers. MCIm subscribers include active MCIm subscribers as well as those for whom service orders are pending. For those MCIm subscribers with pending service orders, GTE shall be permitted to respond to subscribers' inquiries, but may not engage in any marketing related activities.

1.1.2 GTE shall ensure that any GTE personnel who may receive MCIm subscriber inquiries, or otherwise have opportunity for such subscriber contact, act in a competitively neutral manner, and shall: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about MCIm services or products; (ii) not in any way disparage or discriminate against MCIm, or its products or services; and (iii) not provide information about GTE products or services during that same inquiry or subscriber contact.

1.1.3 GTE shall not use MCIm's request for subscriber information, order submission, or any other aspect of MCIm's processes or services to aid GTE's marketing or sales efforts.

1.1.4 Expedite, Escalation, and Disaster Procedures

1.1.4.1 No later than thirty (30) days after the Effective Date of this Agreement, GTE and MCIm shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, GTE and MCIm will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. GTE shall notify MCIm of any changes to its escalation contact list at least one (1) week before such changes are effective.

1.1.4.2 No later than thirty (30) days after the Effective Date of this Agreement, GTE and MCIm shall jointly establish contingency

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and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for GTE's unbundled Network Elements, features, functions, and resale services are inoperable.

1.2 Operational and Technological Changes

1.2.1 GTE will establish quarterly reviews of network and technology plans and shall notify MCIm of any operational or technological (e.g., network, systems interfaces) changes that are related to any services or Network Elements purchased by MCIm no less than six (6) months before GTE plans to implement such change or within three (3) business days of the first date on which GTE decides to implement such change whichever is earlier. The Parties may mutually agree to shorter notice periods.

1.2.2 Subscriber of Record

1.2.2.1 GTE shall recognize MCIm as the Subscriber of Record for all Network Elements or services for resale ordered by MCIm and shall send all notices, invoices, and information which pertain to such ordered services directly to MCIm. MCIm will provide GTE with addresses to which GTE shall send all such notices, invoices, and information.

1.2.3 Work Center Interface Procedures

1.2.3.1 GTE and MCIm shall, within sixty (60) days of the Effective Date of this Agreement, develop and implement work center interface procedures for each function/business process.

1.3 Service Offerings

1.3.1 Changes in Retail Service Offerings

1.3.1.1 GTE shall notify MCIm of any proposed changes in the terms and conditions under which GTE offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions or services or changes in retail rates at least forty-five (45) days prior to the effective date of such change, or concurrent with GTE's internal notification process for such change, or as required by state regulatory agency notification guidelines, whichever is earliest.

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1.3.1.2 GTE shall notify MCIIm of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates at least forty-five (45) days prior to the effective date of such change, or concurrent with GTE's internal notification process for such change, or as required by state notification guidelines, whichever is earliest.

1.3.1.3 GTE shall provide MCIIm with access to new Telecommunications Services and Network Elements, features and functions concurrent with availability to GTE.

1.3.2 Essential Services

1.3.2.1 At MCIIm's request, GTE shall designate an access line as an Essential Service Line (ESL) or TSP on the same basis as it designates an access line ESL or TSP for itself or others.

1.3.3 Caller ID

1.3.3.1 GTE shall cooperate with MCIIm to provide tariffed equipment associated with Caller ID, in accordance with Article V.

1.3.4 TTY/TDD

1.3.4.1 GTE shall cooperate with MCIIm to provide services and equipment necessary to serve TTY/TDD subscribers to the extent required by applicable law.

1.3.5 Blocking Services

1.3.5.1 Upon request from MCIIm, GTE shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill -to- third party and collect calls, on a line, trunk, or individual service basis.

1.3.6 Training Support

1.3.6.1 GTE shall permit MCIIm to review and provide input on GTE training and procedures for all GTE employees who may

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communicate with MCIm subscribers. Training will be provided for all ordering, provisioning, maintenance, billing and miscellaneous services.

1.3.6.2 GTE shall provide training to a mutually agreed number of MCIm employees and shall provide at least the same information available to GTE employees. GTE shall provide training to MCIm at a negotiated rate no greater than the incremental cost of providing such training to MCIm employees. Information/materials provided to MCIm should include, at a minimum, operational and procedural information, and GTE specific system access interface instruction.

1.3.7 Carrier Identification Codes

1.3.7.1 The Parties shall provide to each other the active Carrier Identification Codes (CIC) for both Dial 1 and Toll Free services for each of their access tandems and provide updates as necessary upon reasonable request.

2. Pre-Ordering

2.1 General Business Requirements

2.1.1 Street Address Guide (SAG)

2.1.1.1 Within thirty (30) days after the Effective Date of this Agreement, GTE shall provide to MCIm the SAG data, or its equivalent, in both electronic and hard copy forms, in a format acceptable to the Parties. All changes to the SAG shall be provided to MCIm on a monthly or negotiated basis, as requested by MCIm.

2.1.2 CLASS and Custom Features

2.1.2.1 Where available, MCIm may order the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features. In addition, GTE shall provide MCIm with a list of features and functions available on an end office by end office basis.

2.1.3 Subscriber Payment History

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2.1.3.1 The Parties shall provide subscriber payment status reports to third-party credit reporting agencies, and shall provide each other with the names of such agencies. Subscriber status reports shall include:

2.1.3.1.1 Applicants name;

2.1.3.1.2 Applicant's address;

2.1.3.1.3 Applicant's previous phone number, if any;

2.1.3.1.4 Amount, if any, of unpaid balance in applicant's name;

2.1.3.1.5 Whether applicant is delinquent on payments;

2.1.3.1.6 Length of service with prior local or intraLATA toll provider;

2.1.3.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and,

2.1.3.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.

2.1.3.1.9 Such information shall be provided to the credit reporting agency only for the purposes of determining or establishing the credit worthiness of the customer.

2.1.3.2 GTE shall not refuse service to MCI_m for any potential MCI_m subscriber on the basis of that subscriber's past payment history with GTE unless the customer is currently under a temporary disconnect status by GTE for nonpayment or delinquency. Such temporary disconnect status cannot exceed ten (10) business days unless required by state law. MCI_m shall establish the credit scoring criteria for applicants for MCI_m services.

2.1.4 Number Administration/Number Reservations

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2.1.4.1 Until Number Administration functions are assumed by a neutral third party in accordance with FCC Rules and Regulations, GTE and MCIm shall receive NXX assignments from Southwestern Bell. In addition, GTE shall provide testing and loading of MCIm's NXX on the same basis as GTE provides itself or its affiliates. Further, GTE shall provide MCIm with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with MCIm. GTE shall provide the same range of number choices to MCIm, including choice of exchange number, as GTE provides its own subscribers. Reservation and aging of numbers shall remain GTE's responsibility.

2.1.4.2 Where MCIm has not obtained its own NXX, GTE shall reserve up to 100 telephone numbers, subject to number resource availability, for up to forty-five (45) days, per MCIm request, per NPA-NXX, for MCIm's exclusive use for its provision of Telecommunications Services. GTE shall provide additional numbers at MCIm's request as subscriber demand requires. Telephone numbers reserved in this manner may be released for other than MCIm use only upon agreement of MCIm.

2.1.4.3 When MCIm has obtained its own NXX, but has purchased GTE services for resale or Network Elements, where technically feasible, GTE agrees to install the MCIm NXX in GTE's switch according to the local calling area defined by MCIm and perform appropriate network routing functions for interswitch arrangements.

2.1.4.4 GTE shall accept MCIm orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by MCIm.

2.1.4.5 For simple services number reservations, GTE shall provide on-line confirmation of the number reservation. For number reservations associated with complex services, GTE shall provide confirmation of the number reservation within twenty-four (24) hours of MCIm's request.

2.2 Order Process Requirements

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2.2.1 Desired Due Date (DDD)

2.2.1.1 GTE shall supply MCIm with due date intervals to be used by MCIm personnel to determine service installation dates.

2.2.2 Specific Unbundling Requirements

2.2.2.1 When ordering a Combination of Network Elements, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.2.2 When MCIm orders Network Elements, GTE shall provision all features, functions, and capabilities of the Network Elements which include, but are not limited to:

2.2.2.2.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to the GTE's subscribers, such as telephone number, white page listing, and dial tone; and

2.2.2.2.2 All other features that the switch is capable of providing, including, but not limited to, custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

2.3.1.1 GTE shall provide to MCIm a list of all CLASS and Custom features and functions within thirty (30) days of the Effective Date of this Agreement and shall provide updates to such list at the time new features and functions become available.

2.3.2 Pre-Ordering and Provisioning for Resale Services

2.3.2.1 GTE shall provide to MCIm a list of all intraLATA and interLATA carriers available for subscriber selection on a central office level.

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2.3.2.2 Upon request, GTE shall provide to MCIm a listing at the street address level of the service coverage area of each Central Office.

2.3.2.3 GTE shall provide MCIm with access to Customer Profile Information (CPI) pursuant to Article V of this Agreement.

2.3.2.3.1 Information shall be in a format which is acceptable to MCIm at the line and/or trunk level. GTE shall provide to MCIm a real-time, electronic interface to GTE subscriber information systems which will allow MCIm to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts, and to obtain information on all features and services available in the end office where subscriber's services are currently provisioned.

2.3.2.3.2 Until access is available via a real-time, electronic interface for subscriber profile information, GTE agrees that MCIm can obtain subscriber profile information in an interim manner acceptable to MCIm and in accordance with subsection 2.2.4.3.1 to facilitate the service order process.

2.3.2.3.3 GTE shall provide to MCIm a list of all Telecommunications Services features and functions, including new services, trial offers, and promotions by local serving office, within thirty (30) days of the Effective Date of this Agreement and shall provide updates to such list in accordance with Section 1.2 of this Article. Such detail shall also provide definitions and explanations of the features and functions available.

2.4 Pre-Ordering and Provisioning for Unbundling

2.4.1 GTE shall provide to MCIm upon request a listing of all technically available functionalities for Network Elements.

2.4.2 GTE shall provide to MCIm upon request all engineering design and layout information for engineered Network Elements and technical specifications for non-engineered network elements.

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2.4.3 GTE shall provide to MCIIm upon request advance information of the details and requirements for planning and implementation of NPA splits at least 6 months prior to implementation of the split.

3. Ordering and Provisioning

3.1 General Business Requirements

3.1.1 Ordering and Provisioning Parity

3.1.1.1 During the term of this Agreement, GTE shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIIm to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as GTE provides itself, its Affiliates or its own subscribers. GTE shall provide MCIIm with the same level of ordering and provisioning support as GTE provides itself in accordance with standards and performance measurements that are at least equal to standards and/or performance measurements that GTE uses and/or which are required by law, regulatory agency, or by GTE's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as GTE may deploy) that GTE provides to MCIIm under this Agreement.

3.1.1.2 National Open Market Center (NOMC)/Single Point of Contact (SPOC)

3.1.1.2.1 GTE shall provide a NOMC or equivalent which shall serve as MCIIm's Single Point of Contact (SPOC) for all activities involved in the ordering and provisioning of GTE's unbundled Network Elements, features, functions, and resale services. The SPOC shall accept orders (through an electronic interface) twenty-four (24) hours a day, seven days a week.

3.1.1.3 The SPOC shall provide to MCIIm a toll-free nationwide telephone number (available from 8:00 a.m. to 8:00 p.m., Monday through Friday, Eastern Standard Time) answered by competent, knowledgeable personnel dedicated to MCIIm servicing matters and trained to answer questions and resolve problems in connection

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with the ordering and provisioning of unbundled Network Elements, features, functions, capabilities, and resale services. GTE shall extend the hours of SPOC availability/operation as required to meet demand for processing and provisioning service orders.

3.1.1.4 GTE shall provide, as requested by MCI, through the SPOC, visit installation support in the form of coordinated scheduling, status, and dispatch capabilities from 8:00 a.m. to 8:00 p.m. Monday through Friday, Eastern Standard Time and at all other times as required to meet demand for these functions.

3.1.2 Carrier Selection

3.1.2.1 For services for resale or unbundled Network Elements, GTE shall provide to MCI, no later than January 1, 1997, the capability to order local service, intraLATA, interLATA, and international toll services by entering the MCI subscriber's choice of carrier on a single order. GTE shall provide MCI with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis via the PIC/ CARE order process or Local Service Request.

3.1.2.2 For MCI subscribers, where intraLATA toll carrier selection is not implemented, or if the subscriber does not select an intraLATA toll carrier, GTE agrees to provide intraLATA toll services for resale to MCI and to recognize MCI as the default carrier. MCI shall designate the default carrier for all other toll calls if the subscriber does not select a carrier. In all cases, GTE will route toll calls to the appropriate carrier as designated by MCI.

3.1.3 Notification to IXCs

3.1.3.1 The Parties agree to notify IXCs using OBF-approved CARE transactions, whenever an IXC subscriber who is provided local service through services for resale, INP/NP, or unbundled switching changes such IXC's PIC status.

3.1.3.2 The Parties shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of local resale to enable IXCs to provide seamless subscriber service.

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3.1.3.2.1 The Parties shall implement TCSIs used in conjunction with the new Local Service Provider (LSP) Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4205, 4301, 2033, 2233, 3147, 3148, 3149, and others as OBF may define.

3.1.3.2.2 In addition, the Parties shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, 3151, and others as OBF may define.

3.1.3.3 The Parties shall provide to IXC's the Local Service Provider ID (LSP) on purchased care lists of IXC PIC'd and non-PIC'd subscribers.

3.1.3.4 The Parties shall provide to IXC's the Ported Telephone Number (PTN) on purchased CARE lists of IXC PIC'd and non-PIC'd subscribers.

3.2 Service Order Process Requirements

3.2.1 OBF Compliance

3.2.1.1 In accordance with OBF standards, GTE and MCIm shall follow the OBF-developed ordering and provisioning process standards. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. The Parties agree to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

3.2.2 Service Migrations and New Subscriber Additions

3.2.2.1 For resale services, GTE shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCIm order to establish MCIm Local Service and/or migrate a subscriber to MCIm local service.

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3.2.2.2 GTE shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to MCIm service without prior MCIm agreement via LSR.

3.2.2.3 For services provided through unbundled Network Elements, GTE shall recognize MCIm as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or GTE. In addition, GTE will only disconnect GTE services provided to the GTE subscriber based upon mutually agreed to coordinated conversion processes.

3.2.2.4 Unless otherwise directed by MCIm, when MCIm orders resale services or Network Elements associated with unbundled switching all trunk or telephone numbers currently associated with existing services and/ or Network Elements shall be retained without loss of access to feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

3.2.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, GTE and MCIm will agree on a scheduled conversion time, which will be a designated two-hour time period within a designated date.

3.2.2.5.1 GTE will coordinate activities of all GTE work groups involved with the conversion. This coordination will include, but not be limited to , work centers charged with manual cross-connects, electronic cross-connect mapping, and switch translations (including but not limited to, implementation of interim local number portability translations).

3.2.2.5.2 GTE will notify MCIm when conversion is complete.

3.2.2.5.3 The Parties shall cooperate to achieve the objective that end user service interruptions shall not exceed five (5) minutes.

3.2.3 Intercept Treatment and Transfer of Service Announcements

3.2.3.1 Upon request by MCIm, GTE shall provide unbranded intercept treatment and transfer of service announcements to MCIm's subscribers. GTE shall provide such treatment and

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transfer of service announcement for ninety (90) days for residence customers and 1 year for business customers or for the same period GTE provides to its customers for all service disconnects, suspensions, or transfers.

3.2.4 Desired Due Date (DDD)

3.2.4.1 MCIm shall specify on each order the Desired Due Date (DDD). GTE shall not complete the order prior to DDD or later than the due date unless authorized by MCIm.

3.2.4.2 If the DDD falls after the standard order completion interval, GTE shall complete the order on the Desired Due Date.

3.2.4.3 Subsequent to an initial order submission, MCIm may request a new/revised due date that is earlier than the minimum defined interval. Such requests could be subject to expedite charges.

3.2.4.4 Any special or preferred scheduling options available (e.g., expedited orders, Saturday installation), internally or externally to GTE, for ordering and provisioning services shall also be available to MCIm on the same terms and conditions.

3.2.5 Subscriber Premises Inspections and Installations

3.2.5.1 MCIm shall perform or contract for all needs assessments, including equipment and installation requirements, at the subscriber premises.

3.2.6 GTE shall provide MCIm with the ability to schedule subscriber premises installations on the same basis as GTE schedules such installations.

3.2.7 GTE shall provide extended demarcation beyond the NID, at MCIm's request, using intrabuilding riser and lateral beyond the NID, if permitted under applicable FCC Rules and Regulations, charges for such extensions shall be as mutually agreed.

3.2.8 Firm Order Confirmation (FOC)

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3.2.8.1 GTE shall provide to MCIIm, via an electronic interface, a Firm Order Confirmation (FOC) for each MCIIm order. The FOC shall note the basis for any exceptions to MCIIm's order.

3.2.8.2 For a revised FOC, GTE shall provide the same information and treatment as for an initial FOC.

3.2.9 Order Rejections

3.2.9.1 GTE shall reject and return to MCIIm any order that GTE cannot provision, due to technical reasons, missing information, or jeopardy conditions. When an order is placed in error status, GTE shall, in its error notification to MCIIm, specifically describe each of the reasons for which the order was placed in error status. GTE shall not refuse any orders on account of the Desired Due Date.

3.2.9.2 GTE agrees to accept from MCIIm verbal administrative order errors. GTE shall immediately inform MCIIm by telephone of any minor issues which can be handled over the phone. GTE shall provide MCIIm a listing of error categories that may be resolved verbally.

3.2.9.3 If any portion of a service order, as submitted by MCIIm, is not correct, GTE shall make all reasonable attempts to complete any portion of the work that can be completed, while awaiting correction of error conditions by MCIIm.

3.2.10 Service Order Changes

3.2.10.1 If an installation or other MCIIm-ordered work requires a change from the original MCIIm service order in any manner, GTE shall call MCIIm in advance of performing the installation or other work to obtain authorization. GTE shall then provide MCIIm an estimate of additional labor hours and/or materials. After all installation or other work is completed, GTE shall notify MCIIm of actual labor hours and/or materials used in accordance with regular service order completion schedules.

3.2.10.2 If additional work is completed on a service order, as approved by MCIIm, the cost of the additional work must be reported to MCIIm.

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3.2.10.2.1 If a service order is partially completed, notification must identify the work that was done and work remaining to complete.

3.2.10.3 If an MCIm subscriber requests a service change at the time of installation or other work being performed by GTE on behalf of MCIm, GTE, while at the subscriber premises, shall direct the MCIm subscriber to contact MCIm so as to avoid unnecessary delays in service activation should GTE representative leave subscriber premises.

3.2.11 Jeopardy Situations

3.2.11.1 GTE shall provide to MCIm notification of any jeopardy situations prior to Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCIm's service order as detailed on the service order.

3.2.12 Testing

3.2.12.1 Network Testing

3.2.12.1.1 GTE shall perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCIm, in the same manner that GTE performs pre-service testing for itself. GTE shall provide MCIm its pre-service testing procedures upon request.

3.2.12.1.2 Within twenty-four(24)-hours of MCIm's request for scheduled cooperative testing, GTE shall perform said testing with MCIm (including trouble shooting to isolate any problems) to test Network Elements purchased by MCIm in order to identify any problems.

3.2.12.2 Systems and Process Testing

3.2.12.2.1 GTE shall cooperate with MCIm upon request to ensure that all operational interfaces and processes are in place and functioning properly and efficiently, as determined by MCIm. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. MCIm may request cooperative

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testing as deemed appropriate by MCIm to ensure service performance, reliability, and subscriber serviceability.

3.2.13 Service Suspensions/Restorations

3.2.13.1 Upon MCIm's request through a Suspend/Restore Order, GTE shall suspend or restore the functionality of any Network Element, feature, function, or resale service. GTE shall provide restoration priority on a per network element or combination basis in a manner that conforms with mutually agreed to requested priorities, TSP and any applicable regulatory Rules and Regulations or government requirements.

3.2.14 Disconnects

3.2.14.1 GTE shall provide to MCIm daily information notifying MCIm of any services disconnected from MCIm in a standard format.

3.2.15 Order Completion Notification

3.2.15.1 Upon completion of a service order by the GTE in its system(s), GTE shall submit to MCIm an order completion which details the work performed (including a list of features and functions installed), the date completed, charges associated with the order, and verification of accurate service completion. Notification shall be provided on a daily basis.

3.2.16 Fulfillment Process

3.2.16.1 MCIm shall conduct all activities associated with the account fulfillment process for all MCIm subscribers.

3.2.17 Specific Unbundling Requirements

3.2.17.1 MCIm may order and GTE shall provision unbundled Network Elements either individually or in any combination on a single order. Network Elements ordered as combined shall be provisioned as combined by GTE unless MCIm specifies that the Network Elements ordered in combination be provisioned separately.

3.2.17.2 Prior to providing service in a specific geographic area or when MCIm requires a change of network configuration, MCIm may elect to place an order with GTE requiring GTE to prepare Network Elements and switch translations in advance of orders for additional network elements from MCIm.

3.2.17.3 When MCIm orders Network Elements that are currently connected GTE shall ensure such Network Elements remain connected and functional without any disconnection or disruption. This shall be known as Contiguous Network Connection of Network Elements. Other than the service order charge or additional requested Network Elements, there shall be no additional charge for such connection.

3.2.17.4 GTE shall provide to MCIm, if available, ordering codes for Network Elements, combinations and Contiguous Network Elements, which shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

3.2.17.5 Network Elements shall be identified and ordered by MCIm so that they can be provisioned together. MCIm may specify the functionality of a combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

3.2.17.6 When MCIm orders combinations of Network Elements, GTE shall provide reasonably necessary technical assistance to resolve, to the extent possible, incompatibility between elements.

3.2.17.7 Each order for Network Elements will contain administration, bill, contact, and subscriber information, as defined by the OBF.

3.3 Systems Interfaces and Information Exchanges

3.3.1 General Requirements.

3.3.1.1 GTE shall provide to MCIm a real-time, electronic interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, Combinations, features, functions, and

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Telecommunications Services, as specified in this Article. The interface(s) shall be capable of supporting all of the steps in the OBF-developed ordering and provisioning process by January 1, 1997. These steps include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, firm order confirmation, delay notification, and completion notification.

3.3.1.2 Until such standards are completed, GTE and MCIm agree to use an interim, mutually agreed upon order format and interface which will be defined and negotiated between the Parties no later than forty-five (45) days after the Effective Date of this Agreement.

3.3.1.3 GTE agrees to implement existing OBF-developed ordering and provisioning standards by January 1, 1997, and shall implement future standards within ninety (90) days of completion of those standards, unless a different date is mutually agreed upon.

3.3.2 GTE interfaces shall provide MCIm with the same process and system capabilities for both Residence and Business ordering and provisioning. MCIm shall not be required to develop distinct processes or interfaces by class of service.

3.3.3 GTE and MCIm shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in this Article. The interim interface(s) shall, at a minimum, provide MCIm the same functionality and level of service as is currently provided by the electronic interfaces used by GTE for its own systems, users, or subscribers.

3.3.4 Interim interfaces or processes may be modified, if so agreed by MCIm and GTE, during the interim period.

3.3.5 Until the real-time, electronic interface is available, GTE agrees that the Local Carrier Service Center (LCSC) or similar function will accept MCIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIm and GTE.

3.3.6 GTE shall provide, in conjunction with MCIm, "electronic bonding" between GTE and MCIm for those interfaces where real-time, transparent access to data and systems transactions are required in order for GTE to support MCIm, and for MCIm to provide features and services to subscribers, as defined by MCIm's operational requirements and which meet internal performance standards. Electronic bonding shall be

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provided, if technically feasible, by January 1, 1997, or at such time as industry standards are available for bonding of ordering and provisioning systems.

3.4 Ordering and Provisioning for Resale Services

3.4.1 GTE shall provide to MCIIm a real-time, electronic interface to GTE information systems to allow MCIIm to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number).

3.4.2 GTE shall provide to MCIIm a real-time, electronic interface to schedule dispatch and installation appointments.

3.4.3 GTE shall provide to MCIIm a real-time, electronic interface to GTE subscriber information systems which will allow MCIIm to determine if a service call is needed to install the line or service.

3.4.4 GTE shall provide to MCIIm a real-time, electronic interface to GTE information systems which will allow MCIIm to provide service availability dates.

3.4.5 GTE shall provide to MCIIm a real-time, electronic interface which transmits status information on service orders. Until real-time electronic interface is available, GTE agrees that GTE will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

3.5 Ordering and Provisioning for Unbundling

3.5.1 GTE shall provide to MCIIm a real-time, electronic interface which will allow MCIIm to determine service due date intervals, schedule appointments, and adjust pending order due dates in real-time through the LSR process.

3.5.2 GTE shall provide to MCIIm information on charges associated with special construction. Until real-time, electronic interface is available, GTE agrees that GTE will immediately notify MCIIm of any charges associated with necessary construction via the service activation report.

3.5.3 GTE shall provide MCIIm with results from mechanized loop tests in the same fashion as GTE provides such to itself.

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3.5.4 GTE shall provide MCIIm with confirmation of circuit assignments.

3.6 Standards

3.6.1 General Requirements

3.6.1.1 MCIIm and GTE shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that element or combination of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee.

3.7 Confirmation Reporting

3.7.1 Order Confirmation and Reporting

3.7.1.1 GTE shall provide and acknowledge each and every MCIIm service order as GTE provides acknowledgment to itself, GTE, as GTE provides to itself.

3.7.1.2 GTE shall process MCIIm service orders and provide either Firm Order Confirmation (FOC) of a correct service order or notification of a rejected order and the detail of the errors contained within any data element(s) fields contained in such order.

3.7.1.3 When MCIIm specifies a Desired Due Date, GTE shall complete ordering and provisioning activities within the same time frame it provides to itself.

3.7.1.4 For expedited due date requests, GTE shall confirm to MCIIm GTE whether GTE can complete an initially-submitted order within the expedited interval requested by MCIIm. Confirmation may be provided by GTE via telephone call with follow up confirmation to be provided by GTE according to normal procedures and measurement intervals.

3.7.1.5 Subsequent to an order which has been initially submitted by MCIIm, MCIIm may request an earlier new/revised due date.

3.7.1.5.1 For such requests, GTE shall confirm to MCIIm GTE whether GTE can complete the order within the

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expedited interval requested by MCIm. Confirmation may be provided by GTE via telephone call with follow up confirmation to be provided by GTE according to normal procedures and measurement intervals.

4. Connectivity Billing and Recording. This Section 4 describes the requirements for GTE to bill and record all charges MCIm incurs for purchasing services under this Agreement.

4.1 Procedures

4.1.1 GTE shall comply with OBF, and other standards referred to throughout this Agreement or mutually agreed to by the Parties.

4.1.2 GTE shall record and bill in accordance with this Agreement those charges MCIm incurs as a result of MCIm purchasing from GTE services, as set forth in this Agreement (hereinafter "Connectivity Charges").

4.1.3 Effective March 1, 1997, GTE shall format each bill for Connectivity Charges (hereinafter "Connectivity Bill") in accordance with the CABS standard for: (1) interconnection, charges and switched access for unbundled network elements; and (2) resale and unbundled loop and port charges.

4.1.4 Charges for such services shall appear by state.

4.1.5 Each service purchased by MCIm shall be assigned a separate and unique billing code and such code shall be provided on each bill in which charges for such services appear by state.

4.1.6 GTE shall bill MCIm for the Connectivity Charges incurred; provided that, for those usage based Connectivity Charges where actual charge information is not determinable by GTE because the jurisdiction (i.e., interstate, interstate/ interLATA, intrastate, intrastate/ intraLATA, local) of the traffic is unidentifiable, or for other reason, the Parties shall jointly develop a process to determine the appropriate charges.

4.2 Measurement of usage-based Connectivity Charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

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4.2.1 GTE shall provide to MCIIm at no additional charge a Single Point of Contact for handling any billing or data exchange questions or problems that may arise.

4.3 As soon as possible after completion of this Agreement, each Party shall provide the other Party written notice of which form of the monthly Connectivity Bill is to be deemed the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contain the same charges as are on the official bill. Prior to implementation of CABS billing GTE will provide paper billing and that will be the official bill.

4.4 If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications.

4.5 When sending Connectivity Bills via electronic transmission, to avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed GTE. GTE shall comply with MCIIm's processing specifications when GTE transmits Connectivity Billing data to MCIIm. MCIIm shall provide to GTE notice if a Connectivity Billing transmission is received that does not meet MCIIm's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to MCIIm, at GTE's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty five (35) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Article.

4.6 GTE shall deliver to a location specified by MCIIm, billing information via Connect: Direct, magnetic tape or paper, as agreed to by MCIIm and GTE. In the event of an emergency, system failure or other such condition which prevents GTE from transmitting via Connect: Direct, GTE shall notify MCIIm of such difficulties within two hours of detection. GTE shall deliver to a location specified by MCIIm billing information via magnetic tape or paper, as agreed to by MCIIm and GTE. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending Party.

4.7 Subject to the terms of this Agreement, including without limitation Section 3.2 of this Article VIII, MCIIm shall pay GTE within **forty-five (45)** calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. MCIIm shall pay non-CABS bills to GTE within sixty (60) calendar days from the Bill Date, or forty (40) calendar days from the receipt of

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the bill, whichever is later. If the payment due date is a Saturday, Sunday or a has been designated a bank holiday payment shall be made the next business day.

4.8 Billed amounts which are being investigated, queried, or for which claims have been or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both MCIm and GTE.

4.8.1 GTE shall assess late payment charges to MCIm per the applicable state tariff.

4.8.2 Each Party agrees to give notice to the other Party upon the discovery referred to as a "Notice of Discrepancy". The Parties shall endeavor to resolve the discrepancy using normal business procedures within sixty (60) calendar days from the date of the Notice of Discrepancy. If the dispute is not resolved within sixty (60) days of the date of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.8.3 If the dispute is not resolved within ninety (90) days of the date of the Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution. If the dispute is not resolved within one hundred and twenty (120) days of the date of the Notice of Discrepancy, the dispute shall be escalated to the designated executive of the billing Party for final resolution.

4.8.4 Each of the Parties shall reimburse the other Party for incorrect billing charges including, without limitation, overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by the Party. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS standards, when implemented.

4.9 The Parties agree to record call information in accordance with this Subsection 4.9. To the extent technically feasible, each Party shall record all call detail information associated with every call originated or terminated to the other Party's local exchange subscriber. The Parties agree that they shall record call detail information if technically feasible, even if such records or call detail information has not been recorded in the past. These records shall be provided at a Party's request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party daily in EMR format via Connect: Direct. GTE and MCIm agree that they shall retain, at each Party's sole expense, copies of all EMR records transmitted to the other Party for at least forty five (45) calendar days after transmission to the other Party.

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4.9.1 When MCIm collocates with GTE in GTE's facility as described in this Agreement, capital expenditures shall be included in the bill provided to MCIm. All such capital expenditures shall be given a unique BAN and invoice number. The bill label for such collocation charges shall be entitled "Expanded Interconnection Service."

4.10 GTE shall bill and retain charges from IXCs for access related to interexchange calls generated by resale subscribers.

4.11 When MCIm owns the end office, GTE shall not bill the RIC to either MCIm or IXCs.

5. Information Exchange and Interfaces

5.1 GTE shall provide MCIm a monthly CABS Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to MCIm for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. GTE shall issue one bill per month, on the first day of the month and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by GTE to MCIm shall include:

5.1.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

5.1.2 any known unbilled non-usage sensitive charges for prior periods;

5.1.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;

5.1.4 any known unbilled usage sensitive charges for prior nine (9) periods;

5.1.5 any known unbilled adjustments.

5.1.6 *At the same time as the monthly bill is transmitted, GTE shall send a separate file summarizing all MCIm's usage sensitive messages which are contained in GTE's suspense files and unbilled files.*

5.1.7 The Bill Date (defined as the date the bill was prepared) must be present on each bill transmitted by GTE to MCIm, must be a valid calendar date, and not more than 90 days old. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this

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Agreement on or before 90 days preceding the Bill Date, except as otherwise permitted by law.

5.1.8 On each bill where 'Jurisdiction' is identified, local and local toll charges shall be identified as 'Local' and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. GTE shall provide from and through dates for charges rendered on all Connectivity Bills.

5.1.9 GTE shall separately identify business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on the Connectivity Bill.

5.1.10 In accordance with the terms and conditions set forth in this Agreement GTE shall record and provide to MCIm all detail information associated with a call from an MCIm local exchange Subscriber.

5.1.11 GTE and MCIm shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 5. On Connectivity Bills GTE renders to MCIm, Billing Account Numbers (BANs) shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Connectivity Bills must be received by the other Party no later than ten (10) calendar days from Bill Date. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period specified above the payment due date will be extended by the number of days receipt has been delayed.

5.1.12 GTE shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS published by Bellcore, or its successor, or such later versions as are adopted by Bellcore, or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by GTE and MCIm.

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5.1.13 GTE and MCIIm agree that each Party shall transmit Connectivity Billing information and data in the appropriate CABS or SECAB format electronically via Connect: Direct to the other Party at the location specified by such Party. MCIIm data centers will be responsible for originating the calls for data transmission. GTE shall transmit in accordance to the technical specifications which shall be mutually agreed upon. MCIIm will supply to GTE its RACF ID and password before the first transmission of data via Connect: Direct. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect.

5.1.14 In emergency situations when tape transmittal has been used GTE shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). GTE shall only use those shipping containers that contain internal insulation to prevent damage. GTE shall clearly mark on the outside of each shipping container its name, contact and return address. GTE shall not ship any Connectivity Billing tapes in tape canisters.

5.1.15 All emergency billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIIm also reserves the right to replace a tape with one of equal or better quality.

5.1.16 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

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	CABS 3
Record Length	bytes (fixed length)
Blocking factor	records per block
Block size	bytes per block
Labels	Standard IBM Operating System

5.1.17 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. GTE's name, address, and contact shall appear on the flat side of the cartridge or reel.

5.1.18 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

5.1.19 GTE shall conform to the standard volume label format which will be prescribed by MCIIm.

5.1.20 GTE shall use the IBM standard dataset label format which will be prescribed by MCIIm.

5.1.21 GTE shall use test & production dataset format which meets industry standards for CABS.

5.2 Standards

5.2.1 No later than thirty (30) days prior to the implementation of CABS billing per this Agreement, GTE shall send to MCIIm connectivity bill data in the appropriate mechanized format (i.e. CABS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Article. After receipt of the test data from GTE MCIIm will notify GTE if

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the connectivity billing transmission meets the Parties mutually agreed testing specifications. If the transmission fails to meet MCI's testing specifications, the Parties shall mutually agree to resolution. At least three (3) sets of testing data must meet the Parties' testing specifications prior to GTE sending MCI a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, GTE may begin sending MCI production connectivity bills via electronic transfer on the next Bill Date, or within ten (10) days, whichever is later.

5.2.2 At least ninety (90) days prior to any change in existing formats or change to a different format, GTE shall send to MCI connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Article. GTE agrees that it shall not send to MCI bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.

5.2.3 During the testing period, GTE shall transmit to MCI Connectivity Billing data and information via connect direct to an MCI specified location.

5.2.4 GTE agrees that if it transmits data to MCI in a mechanized format, GTE shall also comply with the following specifications which are not contained in CABS guidelines but which are necessary for MCI to process Connectivity Billing information and data:

5.2.4.1 The Bill Date shall not contain spaces or non-numeric values.

5.2.4.2 Each Connectivity Bill must contain at least one detail record.

5.2.4.3 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

5.2.4.4 The Invoice Number must not have embedded spaces or low values.

5.2.5 GTE agrees that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, GTE shall be responsible and accountable for transmitting to MCI an accurate and current bill. GTE agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by MCI.

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6. Provision Of Customer Usage Data. This Section 6 sets forth the terms and conditions for GTE's provision of Recorded Usage Data (as defined in this Article VIII) to MCIIm and for information exchange regarding resale billing.

6.1 Procedures

6.1.1 General

6.1.1.1 GTE shall comply with various industry, OBF, and other standards referred to throughout this Agreement.

6.1.1.2 GTE shall comply with OBF standards and the additional standards outlined in this Agreement when recording and transmitting Usage Data.

6.1.1.3 GTE shall record all usage originating from MCIIm subscribers using services ordered by MCIIm. Recorded Usage Data includes, but is not limited to, the following categories of information:

Call Attempts For Switched Access;
Completed Calls;
Use of CLASS/LASS/Custom Features;
Calls To Information Providers Reached Via GTE Facilities And Contracted By GTE;
Calls To Directory Assistance Where GTE Provides Such Service To An MCIIm Subscriber;
Calls Completed Via GTE-Provided Operator Services Where GTE Provides Such Service To MCIIm's Local Service Subscriber;
Station Level Detail Records for GTE-Provided Centrex Service
Records Shall Include Complete Call Detail And Complete Timing Information.

6.1.2 GTE shall provide MCIIm recording of completed calls which GTE does not record for its own service offerings (e.g., flat rate free calling area service) to the extent technically feasible.

6.1.3 Retention of Records: GTE shall maintain a machine readable back-up copy of the message detail provided to MCIIm for a minimum of forty-five (45) calendar days. GTE shall provide any data back-up to MCIIm upon the request of MCIIm.

6.1.3.1 GTE shall provide to MCIm Recorded Usage Data for MCIm subscribers. GTE shall not combine interconnection access records with subscriber records in this transmission.

6.1.3.2 GTE shall not bill to MCIm subscribers any recurring or non-recurring charges except where explicitly permitted to do so within a written agreement between GTE and MCIm.

6.1.3.3 GTE shall record and rate all calls to Local Information Service Providers (i.e., 976 calls) with which MCIm has a Billing and Collection Agreement. GTE will work cooperatively with MCIm to provide a list of Local Information Service Providers.

6.1.3.4 GTE shall provide Recorded Usage Data to MCIm billing locations as designated by MCIm.

6.1.3.5 GTE shall establish a local carrier service center to serve as MCIm's single point of contact to respond to MCIm call usage, data error, and record transmission inquiries.

6.1.3.6 MCIm shall provide a single point of contact responsible for receiving usage transmitted by GTE and receiving usage tapes from a courier service in the event of a facility outage.

6.1.3.7 Upon thirty (30) days notice and no more than four (4) times a year, MCIm or its authorized representatives may examine GTE's documents, systems, records and procedures which relate to the recording and transmission of the Usage data to MCIm under this Article.

6.1.4 Charges

6.1.4.1 The Parties shall not charge any fees for recording, rating or transmitting usage data.

6.1.4.2 No charges shall be assessed for incomplete call attempts.

6.1.5 Central Clearinghouse & Settlement

6.1.5.1 The Parties will work together to determine a mutually acceptable settlement procedure for both intra-region and inter-region billing exchanges of calling card, bill-to-third party and collect calls.

6.1.6 Lost Data

6.1.6.1 Loss of Recorded Usage Data - MCIm Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by GTE in its performance of the recording function shall, upon MCIm's request, be recovered by GTE at no charge to MCIm. In the event the data cannot be recovered by GTE, GTE shall estimate the messages and associated revenue, with assistance from MCIm, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by GTE and MCIm. This estimate shall be used to adjust amounts MCIm owes GTE for services GTE provides in conjunction with the provision of Recorded Usage Data.

6.1.6.2 Partial Loss - GTE shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

6.1.6.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

6.1.6.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, GTE shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. GTE shall apply the appropriate average revenue per message ("ARPM") provided by MCIm to the estimated message volume to arrive at the estimated lost revenue.

6.1.6.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss

6.1.6.6 If the loss occurs on a weekday that is a holiday (except Christmas & Mothers day), GTE shall use volumes from the two (2) preceding Sundays.

6.1.6.7 If the loss occurs on Mother's Day or Christmas day, GTE shall use volumes from that day in the preceding year multiplied by a growth rate specified by MCIIm.

6.1.7 Testing, Changes and Controls

6.1.7.1 The Recorded Usage Data, EMR format, content, and transmission process shall be tested as agreed to by the Parties.

6.1.7.2 Interface Testing: The purpose of this test is to ensure that the usage records can be sent by GTE to MCIIm and can be accepted and processed by MCIIm. GTE shall provide a test file to MCIIm's designated Regional Processing Center (RPC) in the format that shall be used for live day-to-day processing. The file shall contain all potential call types. MCIIm shall review the file and verify that it conforms to its data center requirements. MCIIm shall notify GTE in writing whether the format is acceptable. MCIIm shall also provide GTE with the agreed-upon control reports as part of this test.

6.1.7.3 Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by GTE and MCIIm.

6.1.7.4 For testing purposes GTE shall provide MCIIm with GTE recorded, unrated test data. MCIIm shall provide GTE with the message validation reports associated with test usage.

6.1.7.5 Test File: Test data should be transported via Connect: Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in this Agreement.

6.1.7.6 Periodic Review: Control procedures for all usage transferred between GTE and MCIIm shall require periodic review. This review may be included as part of an annual audit of GTE by MCIIm or as part of the normal production interface management function. Breakdowns which impact the flow of usage between GTE and MCIIm must be identified and jointly resolved as they occur. The resolution may include changes to control procedures,

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as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCIm and GTE.

6.1.7.7 GTE Software Changes:

6.1.7.7.1 When either Party plans to introduce any software changes which impact the format or content structure of the usage data feed to either Party, designated GTE personnel shall notify the opposite Party no less than one hundred twenty (120) calendar days before such changes are implemented.

6.1.7.7.2 GTE shall communicate the projected changes to the appropriate groups in MCIm so that potential impacts on MCIm processing can be determined.

6.1.7.7.3 MCIm personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCIm shall negotiate any perceived problems with GTE and shall arrange to have the data tested utilizing the modified software.

6.1.7.7.4 If it is necessary for GTE to request changes in the schedule, content or format of usage data transmitted to MCIm, GTE shall notify MCIm.

6.1.7.8 MCIm Requested Changes:

6.1.7.8.1 MCIm may request changes in the schedule, content, format of the usage data transmitted from GTE, as deemed necessary by MCIm.

6.1.7.8.2 When the negotiated changes are to be implemented, MCIm and/or GTE shall arrange for testing of the modified data in a Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by GTE to MCIm and the methods of transmission for that data.

6.1.7.9 GTE System Change Description:

6.1.7.9.1 For a GTE system change, GTE shall provide MCIm with an overall description of the change, stating the

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objective and a brief explanation of the reasons for the change.

6.1.7.9.2 During the initial negotiations regarding the change, GTE shall provide a list of the specific records and/or systems impacted by the change to designated MCIm personnel.

6.1.7.9.3 GTE shall also provide MCIm a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCIm personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

6.1.7.10 Change Negotiations:

6.1.7.10.1 MCIm shall be notified in writing of all proposed negotiations initiated by GTE. In turn, MCIm shall notify GTE in writing of proposed change negotiations initiated by MCIm.

6.1.7.10.2 After formal notification of planned changes, whether originated by GTE or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated GTE personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

6.1.7.10.3 In subsequent meetings, GTE shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with GTE.

6.1.7.11 Changes to controls : The Parties shall mutually negotiate to the control structure process as outlined below in Sections 6.1.7.12 and 6.1.7.13.

6.1.7.12 Verification Of Changes - Based on the detailed description of changes furnished by GTE, MCIm and GTE personnel shall:

Determine the type of change(s) to be implemented.
Develop a comprehensive test plan.

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Negotiate scheduling and transfer of modified data with GTE.

Negotiate testing of modified data with the appropriate MCIIm RPC.

Negotiate processing of verified data through the MCIIm billing system with the RPC.

Arrange for review and verification of testing with appropriate MCIIm groups.

Arrange for review of modified controls, if applicable.

6.1.7.13 Introduction of Changes - When all the testing requirements have been met and the results reviewed and accepted, designated MCIIm and GTE personnel shall:

Negotiate an implementation schedule.

Verify the existence of a contingency plan with the appropriate MCIIm personnel.

Arrange for the follow-up review of changes with appropriate MCIIm personnel.

Arrange for appropriate changes in control program, if applicable.

Arrange for long-term functional review of impact of changes on the MCIIm billing system, i.e., accuracy, timeliness, and completeness.

6.2 Information Exchange and Interfaces

6.2.1 Core Billing Information

6.2.1.1 Recorded Usage Data all intraLATA toll and local usage. GTE shall provide MCIIm with unrated EMR records associated with all intraLATA toll and local usage which they record on MCIIm's behalf. Any Category, Group and/or Record types approved in the future for GTE shall be included if they fall within the definition of local service resale. MCIIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

6.2.1.2 GTE shall provide rated EMR records only when explicit consent for sending such records has been obtained from MCIIm. The following records shall be forwarded to MCIIm for billing by GTE:

Category 01	Operator handled, person to person, collect calls, bill to third number calls and SSP record queries which
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	are originated from another ILEC or CLEC subscriber and are recorded and rated by the same ILEC or CLEC but will be billed to an MCIm subscriber
Category 03	Credit & adjustments
Category 41	Subscriber credit

6.2.1.3 All messages recorded by GTE are to be transmitted to MCIm. GTE recorded usage includes all usage by MCIm Subscribers.

6.2.1.4 Data Delivery Schedules: Data shall be delivered to MCIm by GTE daily (Monday through Friday, Saturday where applicable per GTE processing schedule) unless otherwise negotiated. MCIm and/or GTE Data Center holidays are excluded. GTE and MCIm shall exchange schedules of designated Data Center holidays.

6.2.1.4.1 Upon MCIm's request, the Parties shall develop a process to exchange Bill Name and Address (BNA) information.

6.2.2 Product/Service Specific

6.2.2.1 GTE shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of GTE's offering.

6.2.3 Emergency Information

6.2.3.1 GTE shall provide the transport facility for transmitting usage and billing data between GTE location and the MCIm location. GTE shall transmit via Connect: Direct whenever possible. In the event usage transfer cannot be accommodated by Connect: Direct because of extended (one (1) business day or longer) facility outages, GTE shall contract for a courier service to transport the data via tape.

6.2.3.2 GTE shall comply with the following standards when emergency data is transported to MCIm on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCIm and:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)

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Cartridge: 38,000 BPI (Bytes per inch)
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

6.2.4 Rejected Recorded Usage Data

6.2.4.1 At the discretion of MCIm, any messages that cannot be rated and/or billed by MCIm may be returned to GTE via Connect: Direct. Returned messages shall be sent directly to GTE in EMR format. Standard EMR return codes shall be utilized.

6.2.4.2 GTE must return EMR/EMI records to IXC's with the OBF standard message reject code which indicates that GTE no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

6.2.4.3 Rejected messages or invoices shall be returned to MCIm in accordance with procedures and timeframes already established between GTE and MCIm.

6.2.5 Interfaces

6.2.5.1 GTE, at no cost to MCIm, shall transmit formatted Recorded Usage Data to MCIm via Connect: Direct as designated by MCIm.

6.2.5.2 MCIm shall notify GTE of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

6.2.5.3 Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by GTE and retransmitted to MCIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

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6.2.5.4 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. GTE shall provide MCIIm one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

6.2.6 Formats & Characteristics

6.2.6.1 Rated in collect messages should be transmitted via the Connect: Direct and can be intermingled with the unrated messages. No special packing is needed.

6.2.6.2 EMR: GTE shall provide Recorded Usage Data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIIm. The following is a list of EMR records that MCIIm can expect to receive from GTE:

Header Record	20-21-01
Trailer Record	20-21-02
Detail Records *	01-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, 10-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82

* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

6.2.6.3 GTE shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

6.2.6.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIIm to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

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6.2.6.5 The file's Record Format (RECFM) shall be Variable Block or fixed as negotiated, Size and the Logical Record Length (LRECL) shall be as specified by MCIIm.

6.2.6.6 Initially, GTE may elect not to comply with specific sorting requirements. However, MCIIm may elect to require GTE to sort PACKS in accordance with MCIIm specifications at a later date.

6.2.6.7 GTE shall transmit the usage to MCIIm using dataset naming conventions requested by MCIIm.

6.2.7 Controls

6.2.7.1 MCIIm shall test and certify the Connect: Direct interface to ensure the accurate receipt of Recorded Usage Data.

6.2.7.2 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCIIm OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer).

6.2.7.3 Control Reports: MCIIm accepts input data provided by GTE in EMR format in accordance with the requirements and specifications detailed in this Section 6. In order to ensure the overall integrity of the usage being transmitted from GTE to MCIIm, data transfer control reports shall be required. These reports shall be provided by MCIIm to GTE on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by GTE.

6.2.7.4 Control Reports - Distribution: Since GTE is not receiving control reports, dataset names shall be established during detailed negotiations.

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6.2.7.5 Message Validation Reports: MCIIm shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated GTE System Control Coordinator. These reports shall be provided for all data received within GTE Local Resale Feed and shall be transmitted Monday through Friday.

6.2.7.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

GTE Name

Reseller Total Messages processed in a pack

Packs processed shall reflect the number of messages initially erred and accepted within a pack

Reseller Total Packs processed

6.2.7.7 MCIIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

6.3 Standards

6.3.1 When requested by MCIIm for security purposes, GTE shall provide MCIIm with Recorded Usage Data within two (2) hours of the call completion. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

6.3.2 GTE shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.

6.3.3 End user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

6.3.4 GTE shall provide Recorded Usage Data to MCIIm on a schedule to be determined by the Parties once a day three hundred sixty-five (365) days a year, as designated by MCIIm. GTE shall provide to MCIIm the Recorded Usage Data not more than twenty-four (24) hours after termination of the call for which usage data is to be provided.

6.3.5 GTE shall segregate and organize the Recorded Usage Data in accordance with MCIIm's instructions.

6.4 Performance Measurements

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6.4.1 When notified by MCIm that a subscriber has changed his/her PIC only from one interexchange carrier to another carrier, GTE shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed.

6.4.2 Timeliness: GTE shall mechanically transmit, via Connect: Direct, all usage records to MCIm's Message Processing Center once (1) per day.

6.4.3 Completeness: GTE shall provide all required Recorded Usage Data and ensure that it is processed and transmitted within fifteen (15) days of the message create date.

6.4.4 Data Packs Accuracy: GTE shall transmit to MCIm all packs error free in the format agreed upon.

6.4.5 Recorded Usage Data Accuracy: GTE shall ensure that the Recorded Usage Data is transmitted to MCIm error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to GTE as a Modification Request (MR).

6.4.6 Usage Inquiry Responsiveness: GTE shall respond to all usage inquiries. GTE will provide status reports until the request for information is satisfied.

6.4.7 File Transfer Accuracy: GTE shall initiate and transmit all files error free and without loss of signal.

6.5 Reporting

6.5.1 GTE shall agree to develop reports to be used for local usage data performance measurement within (sixty) 60 days of the Effective Date of this Agreement.

7. Maintenance.

7.1 General Requirements:

7.1.1 GTE shall provide repair, maintenance, testing, and surveillance for all local telecommunication services in accordance with the terms and conditions of this Agreement. GTE shall provide repair and maintenance

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for all unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

7.1.1.1 During the term of this Agreement, GTE shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCIm to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as GTE provides itself, its subscribers any of its Affiliated or subsidiaries or any other entity. GTE shall provide MCIm with the same level of maintenance support as GTE provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that GTE uses and/or which are required by law, regulatory agency, or by GTE's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as GTE may deploy) that GTE provides to MCIm under this Agreement.

7.1.1.2 Single Point of Contact (SPOC) for Maintenance

7.1.1.2.1 GTE shall provide a SPOC for all activities involved in the maintenance and repair of GTE services or facilities provided pursuant to this Agreement.

7.1.1.2.2 The SPOC shall provide to MCIm a toll-free nationwide telephone number answered by competent, knowledgeable personnel dedicated to MCIm servicing matters and trained to answer questions and resolve problems in connection with the maintenance of unbundled Network Elements, features, functions, capabilities, and resale services.

7.1.1.2.3 GTE shall provide, as requested by MCIm through the SPOC, maintenance support in the form of dispatch, test, and repair capability twenty-four (24) hours a day.

7.1.1.3 The maintenance operations support systems which GTE will use for MCIm are essentially the same as those GTE uses to provide its own local repair service. If MCIm requires maintenance for its local service customers, MCIm will initiate a

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request for repair (sometimes referred to as a "trouble report") by calling the SPOC (GTE's designated Customer Care Repair Center). During this call, GTE service representatives will verify that the end-user is an MCIm customer and will then obtain the necessary information from MCIm to process the trouble report. While the MCIm 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 Special Services Control Center ("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 MCIm representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide MCIm representatives a commitment time for repair and a trouble ticket number, and GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. MCIm's repair service commitment times will be within the same intervals as GTE provides to its own end users.

7.1.1.4 GTE shall provide MCIm maintenance dispatch personnel Monday through Friday, 8 a.m. - 5 p.m. (local time), excluding holidays, on the same schedule that GTE's provides its own subscribers.

7.1.2 MCIm shall handle all interaction with MCIm subscribers including all calls regarding service problems, and notifying the subscriber of technician visit scheduling, trouble status and resolution.

7.1.3 GTE shall cooperate with MCIm to meet maintenance standards for all Telecommunications Services, unbundled network elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, and notification of upgrades as they become available.

7.1.4 All GTE employee or contractors who perform repair service for MCIm subscribers shall follow procedures developed specifically for communications with CLEC subscribers. At a minimum, these procedures and protocols shall ensure that: (1) GTE employees or contractors shall perform repair service that is at least equal in quality to that provided to GTE subscribers; (2) trouble calls from MCIm subscribers shall receive response time priority that is at least equal to that of GTE subscribers and shall be processed in the dispatch queue along with GTE trouble calls in

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the order they were filed (first in, first out), with priority given to out-of-service conditions.

7.1.5 GTE shall provide MCIm with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, network elements and Combinations provided to MCIm under this Agreement equal in quality to that currently provided by GTE in the maintenance of its own network.

7.1.5.1 GTE shall provide MCIm at least sixty (60) days advance notice or notice upon the date it becomes known to GTE of any scheduled maintenance activity which GTE should reasonably expect would impact MCIm's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by GTE maintenance activities.

7.1.5.2 Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

7.1.6 GTE shall notify MCIm of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by GTE on any network element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which may potentially impact MCIm subscribers.

7.1.6.1 GTE shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; but in no case shall notice be given to MCIm after the work has started to take place.

7.1.6.2 GTE shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any such actions it takes.

7.1.7 GTE shall provide MCIm a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) provisions for immediate notification to MCIm of the existence, location, and source of any emergency network outage potentially affecting an MCIm subscriber; (ii) establishment of a

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single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide MCIm with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Telecommunications Services and network elements or Combinations after initial restoration, (vii) equal priority, as between MCIm subscribers and GTE subscribers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components, and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week.

7.1.7.1 For purposes of this subsection 7.1, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period for all subscribers in a single exchange.

7.1.8 The Parties agree to refer all misdirected calls from one Party's subscribers requesting repair to a toll-free, trouble handling number routed to a trouble center of the other Party.

7.1.9 GTE shall inform MCIm of repair completion and trouble reason as soon as GTE completes restoration of network elements, or Combinations, and any other trouble reports by MCIm. Notification should be provided via electronic interface. The report shall not be considered closed until such notification is made. MCIm will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists. Notwithstanding the above, during an interim period prior to implementation of an electronic interface, the following notification procedure will be followed:

7.1.9.1 Trouble reports in the dispatch queue will be transmitted electronically to GTE service technicians who will repair the service problems and clear the trouble reports. For cleared MCIm trouble reports, GTE service technicians will make a telephone call to MCIm directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by MCIm. After four (4) rings, if unanswered by MCIm, the call will be transferred to voicemail.

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7.1.10 GTE and MCIm shall mutually develop escalation procedures to be followed if, in MCIm's judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include names and telephone numbers of GTE management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.

7.1.11 In the event GTE fails to provide performance and service quality at parity, MCIm may request, and GTE shall perform and deliver to MCIm, a root cause analysis of the reasons for GTE's failure to conform, and GTE shall correct said cause as soon as possible, at its own expense.

7.1.12 Dispatching of GTE technicians to MCIm subscriber premises shall be accomplished by GTE pursuant to a request received from MCIm. If no trouble is found, GTE will assess the appropriate dispatch charge to MCIm. MCIm shall be able to schedule maintenance appointments in half-day intervals where possible. The electronic interface established pursuant to subsection 7.2 shall provide the capability of allowing MCIm to receive trouble reports, analyze and isolate the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises.

7.1.13 During contact with MCIm customers, GTE repair personnel shall indicate they are performing services on behalf of MCIm.

7.1.13.1 If the customer is not at the premises at the time that the GTE technical representative is at the premises, GTE agrees to deliver generic material documents to the customer, and the technical representative will write MCIm's name on the document or material left for the customer.

7.1.13.2 GTE personnel acting on behalf of MCIm will not discuss, provide or leave information or materials relative to GTE's services or products.

7.1.14 GTE shall supply MCIm with a unique number to identify each MCIm initial trouble report opened.

7.1.15 All MCIm subscribers shall be able to continue to use the established local dialing protocol to access the repair center. GTE agrees to refer all misdirected calls from MCIm's subscribers requesting repair to a toll-free, trouble handling number routed to the appropriate MCIm trouble center.

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7.1.16 For reopened trouble reports MCIm shall have the ability to escalate repair service requests.

7.1.17 GTE shall notify MCIm via electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. MCIm will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

7.1.18 Additional Unbundling Requirements

7.1.18.1 When trouble is reported by a subscriber served through unbundled network elements, MCIm will test its network to identify any problems. If no problems are identified with the MCIm network, MCIm will open a trouble report with GTE. GTE shall then test its portion of the network and perform repairs as required in the timeframes set forth below in this Agreement.

7.1.18.2 MCIm will coordinate combined testing or repair activities until trouble is resolved. GTE shall provide repair updates to MCIm.

7.2 Systems Interfaces and Information Exchanges

7.2.1 GTE shall cooperate with MCIm to establish real-time, electronic interface by MCIm to GTE's maintenance systems and databases. This interface shall be seamless and transparent to MCIm personnel working through MCIm's systems.

7.2.1.1 The electronic bond will be a system to system connection with immediate update capability. In no way shall this interface cause MCIm personnel to use GTE systems via remote hook up or any other means of access.

7.2.1.2 This interface shall allow MCIm personnel to perform the following functions for MCIm subscribers: (i) enter trouble reports in the GTE maintenance systems for an MCIm Subscriber, (ii) retrieve and track current status on all MCIm subscriber trouble report; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment, and (v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts

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incurred in each such category, and total by subscriber, per event
(vi) receive automated notification of case closure.

7.2.1.3 Automated interfaces must be provided into a centralized operations support systems data base for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the GTE network, isolate trouble and initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on unbundled loops must equal or exceed the practices employed by the GTE for facilities used to provide services for resale.

7.2.1.4 GTE agrees to develop and implement, as soon as possible but not later than January 1, 1997, the electronic interfaces described above.

7.2.2 GTE agrees that MCIm may report troubles directly to a single GTE Repair/Maintenance Center for both residential and business subscribers unless otherwise agreed to by MCIm.

7.2.3 GTE shall perform all testing for Resale Services.

7.2.3.1 GTE shall provide test results to MCIm, if appropriate, for trouble clearance. In all instances, GTE will provide MCIm with the disposition of the trouble.

7.2.3.2 If GTE initiates trouble handling procedures it will bear all costs associated with that activity. If MCIm requests the trouble dispatch then MCIm's subscriber will bear the cost.

7.2.4 GTE shall provide to MCIm the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as MCIm may agree. GTE agrees to provide the status of residence and small business trouble reports upon MCIm's request.

7.2.5 GTE agrees to provide to MCIm the status for open maintenance trouble reports for large business subscribers anytime the status of the trouble report changes or at MCIm's request.

7.2.6 GTE agrees that MCIm may call GTE to verify central office features and functions as they relate to an open trouble report. GTE agrees to work with MCIm on the initial trouble report to isolate the cause of the

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trouble and, where possible, resolve the feature/function related trouble at that time.

7.2.7 GTE agrees to proactively advise MCIm of any central office failure that is known at the time of any inquiry or trouble report. GTE agrees to continue to work with MCIm toward implementing a process to meet MCIm's requirements for notification of switch failures as soon as possible.

7.2.8 GTE agrees to provide an Estimated Time To Repair (ETTR) on all residence and small business trouble reports.

7.2.9 GTE agrees to develop, with MCIm's cooperation, mutually acceptable work center methods and procedures for interim and final interfaces for each service within thirty (30) days the effective date of this Agreement and as required on a going forward basis.

7.3 Standards

7.3.1 Maintenance charges for premises visits by GTE employees or contractors shall be billed by MCIm to its subscriber.

7.3.1.1 GTE employees or contractors shall, present the subscriber with an un-branded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

7.3.1.2 If additional work is required, GTE employees or contractors shall call MCIm from subscriber premises so that MCIm can schedule a new appointment with GTE and subscriber at the same time.

7.3.1.3 The GTE employees or contractors shall obtain the subscriber's signature upon said form, and use the signed form to input maintenance charges into the GTE repair and maintenance database (accessible by way of electronic interface). These charges shall include any charges for inside wiring work by GTE employees or contractors, provided on behalf of MCIm.

7.3.2 GTE agrees to work with MCIm to support expeditious development of an industry standard trouble report entry format and agrees to implement such standard within sixty ninety (90) days after final resolution by the Network Operation Forum (NOF), unless otherwise mutually agreed.

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7.4 Performance and Reporting

7.4.1 Repair Bureau Reporting

7.4.1.1 Until electronic interface exists, GTE agrees that MCIm may report troubles to GTE's repair bureau by telephone and or dial up modem at MCIm's discretion. GTE repair bureau shall conform to and service quality standards when providing repair and maintenance to MCIm and MCIm subscribers under this Agreement, to levels it provides itself.

7.4.1.2 For maintenance and trouble management purposes, TSP and ESL outages shall be designated for repair at the highest priority one hundred percent (100%) of the time.

7.4.1.3 To support unbundling processes, GTE agrees to support trouble sectionalization and resolution and to respond to MCIm requests for assistance.

7.4.2 Quality

7.4.2.1 The GTE repair bureau, including the electronic interface to be established pursuant to this Section, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week.

7.4.2.2 The GTE repair bureau shall provide to MCIm the "estimated time to restore," on the same basis GTE provides itself.

7.4.3 Reporting

7.4.3.1 Within ninety (90) days of the Effective Date of this Agreement, the Parties shall develop a process by which GTE shall provide to MCIm exception reporting which communicates planned outages, unplanned outages and restorations which may or have impacted MCIm's customers or unbundled elements.

8. Service Standards and Reporting

8.1 Performance Measurements and Reporting

8.1.1 Cycle Time Measurements

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8.1.1.1 The intervals set forth in the Commission's Substantive Rules, Section 23.61 and those intervals noted in this Section 8.1 shall constitute the basis for measuring GTE Service Order performance under this Agreement. MCIIm may, at its discretion, modify such measurements from time to time.

8.1.1.2 For non-electronic bonding ordering, GTE shall provide an end-of-day order summary via fax.

8.1.1.3 GTE shall process MCIIm service orders and provide either Firm Order Confirmation (FOC) of a correct service order or notification of a rejected order and the detail of the errors contained within any data element(s) fields contained in such order, within four (4) hours of receipt of Local Service Request (LSR) from MCIIm.

8.1.1.4 For expedited due date requests, GTE shall confirm to MCIIm within two (2) business hours after GTE receipt of such request from MCIIm whether GTE can complete an initially-submitted order within the expedited interval requested by MCIIm. Confirmation may be provided by GTE via telephone call with follow up confirmation to be provided by GTE according to normal procedures and measurement intervals.

8.1.1.5 Subsequent to an order which has been initially submitted by MCIIm, MCIIm may require a new/revised due date that is earlier than the minimum defined interval.

8.1.1.5.1 For such requests, GTE shall confirm to MCIIm within two (2) business hours after GTE receipt of the revised due date request from MCIIm whether GTE can complete the order within the expedited interval requested by MCIIm. Confirmation may be provided by GTE via telephone call with follow up confirmation to be provided by GTE according to normal procedures and measurement intervals.

8.1.1.6 Cycle time intervals for ordering and provisioning of all unbundled Network Elements shall be within five (5) days from the time GTE receives an MCIIm order. In the event an order is rejected for any reason agreed upon by GTE and MCIIm, this interval timeframe will restart when MCIIm resubmits order to GTE.

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8.1.2 Quality Measurements

8.1.2.1 GTE ordering, provisioning and maintenance functions performed for MCIIm shall meet the following Performance Quality Measurements within each calendar month, unless otherwise negotiated with MCIIm.

<i>Function</i>	<i>Performance Quality Measurement</i>
<i>Unbundled Installation Provisioned Correctly Within Five (5) Days from GTE's Receipt of Service Order.</i>	<i>> or = 80% met</i>
<i>Interim Number Portability Completed Within Five (5) Days From Receipt of Service Order</i>	<i>> or = 80% met</i>
<i>Out of Service Repair Within Twenty-four (24) Hours from GTE's Receipt of Notice of Out of Service Report</i>	<i>> or = 80% met</i>

8.1.3 Reporting

8.1.3.1 GTE shall provide, at a minimum, the following comparative reports to MCIIm, both for MCIIm orders and for GTE orders, presented by State and central office, and issue such reports on a monthly basis with daily informational detail:

8.1.3.1.1 Total number and percent of missed appointments.

8.1.3.1.2 Total number and percent of missed firm order confirmation dates.

8.1.3.1.3 Total number and percent of rejected orders.

8.1.3.1.4 Total number and percent of late rejection notifications.

8.1.3.2 MCIIm may, at its discretion, request additional and/or modified reporting as business needs demand.

8.1.4 For each of the Quality Measurement standards listed in Section 8.1.2, above, if GTE fails to meet the Performance Quality Measurement

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for three consecutive calendar months, GTE will pay MCIm liquidated damages of \$50,000 per standard.

8.1.5 Records Retention. GTE will maintain records of its performance related to the Quality Measurement Standards contained in Section 8.1.2, above for a period equal to that required by the Public Utilities Commission of Texas for similar records, or twenty-four (24) months, whichever is longer.

ARTICLE IX COLLOCATION

1. General Terms

1.1 The rates, terms and conditions of collocation shall be subject to the tariff filed by GTE with the Commission in accord with the Arbitration Award (the "Texas Tariff"). The Parties agree that the terms and conditions set forth in this Article shall apply to both physical and virtual collocation in addition to the terms and conditions of the Texas Tariff.

1.2 Collocation Space. GTE shall provide space, as requested by MCIIm, to meet MCIIm's needs for collocation of equipment necessary for interconnection or for access to unbundled network elements. GTE shall provide virtual collocation where physical collocation is not technically feasible or because of space limitations. GTE may, in some cases, deny a particular collocation request entirely, if GTE demonstrates to the appropriate state commission that physical collocation or virtual collocation are not technically feasible or not possible due to space limitations. *GTE shall relinquish any space held for its future use before denying virtual collocation.*

1.3 If virtual collocation is not possible, GTE shall provide necessary transport facilities, including dedicated transport, to enable collocation in the nearest collocation premise. MCIIm shall bear the cost of such transport facilities. GTE shall work with MCIIm to establish a schedule for moving the MCIIm collocated equipment as space becomes available.

1.4 GTE may reserve space for its own use for a five (5) year planning period, provided such plans are well documented and are available to potential collocators for review. GTE must also provide annual updates to ensure reserved space is necessary for GTE to meet its statutory obligations.

1.5 Central offices, including all tandem offices, controlled electronic vaults (CEVs), huts and cabinets shall be tarified for collocation provided collocation is determined to be technically feasible at these locations.

1.6 Where the Parties cannot reach agreement regarding space, the determination will be made by a mutually agreed upon third party engineer. The costs of the third party engineer's services will be paid jointly by GTE and MCIIm.

2. Requests For Collocation Space. MCIIm will complete a written collocation request for each space requested. Within ten (10) days from receipt of MCIIm's request, GTE will provide confirmation of space availability (including availability of virtual collocation where physical collocation is not available) and availability of conditioned space requiring buildout, and inform MCIIm as to whether environmental conditioning must take place. GTE will propose a written estimate within thirty (30) days as to the cost of any environmental conditioning required. If MCIIm elects to proceed, the Parties will agree upon the date for an initial implementation

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meeting related to such request (the "GTE/Customer Meeting"). GTE shall provide a written confirmation promptly after providing verbal confirmation. If GTE determines that environmental conditioning must take place, GTE will inform MCIIm of the cost of such environmental conditioning within a reasonable amount of time following the verbal confirmation. When MCIIm receives notice of the cost of environmental conditioning, MCIIm may elect not to occupy the proposed collocation space.

2.1 Information Provided at GTE/Customer Meeting. When MCIIm orders collocated space, GTE and MCIIm will hold a GTE/Customer meeting in accord with the applicable Texas tariff. At such meeting, GTE will provide information specified in the Texas tariff as well as drawings of GTE's central office facility as may be necessary to adequately depict MCIIm's proposed collocation space. GTE shall also provide the following:

2.1.1 Detailed Telephone Equipment drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for GTE Point of Termination Bay(s).

2.1.2 Detailed drawings depicting the exact path, with dimensions, for MCIIm outside plant fiber ingress and egress into MCIIm collocated space at the time of the implementation meeting for each specific collocation site. Such path and any areas around it in which MCIIm must work to perform installation shall be free of friable asbestos, lead paint (unless encapsulated), radon and other health or safety hazards.

2.1.3 Detailed power cabling connectivity information including the sizes and number of power feeders to MCIIm at the time of the implementation meeting for each specific collocation site.

2.1.4 Additional GTE information:

2.1.4.1 Work restriction guidelines.

2.1.4.2 GTE or industry technical publication guidelines that impact the design of GTE collocated equipment.

2.1.5 GTE contacts (names and telephone numbers) for the following areas:

- Engineering
- Physical & Logical Security
- Provisioning
- Billing
- Operations
- Site and Building Managers
- Environmental and Safety

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2.2 Escalation process for the GTE employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to MCIm's collocation.

2.3 Additional Central Office Space. GTE will notify MCIm if it plans to build an addition to a central office where MCIm has collocated facilities, if such addition would result in a material increase of space available for collocation.

2.4 GTE shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities. Should MCIm submit to GTE a two (2) year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with MCIm when considering space planning or utilization decisions for such central office; provided however that any final space planning or utilization decision shall be made by GTE in its sole discretion. *MCIm shall be allowed to reserve collocation space for a period of twelve (12) months upon providing GTE documented planned requirements. Any space not used within the twelve (12) month period will be released back to GTE for its own use or that of other collocators.*

2.5 Subject to technical feasibility and space limitations, GTE will make available such intraoffice facilities as may be necessary to accommodate projected volumes of MCIm traffic.

3. Connection to Customer Loops and Ports. GTE shall provide, at the applicable tariffed rate, intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCIm to meet MCIm's need for placement of equipment or interconnection.

4. Connection To Other Collocated Carrier. MCIm may interconnect with other carriers collocated at a GTE central office at which MCIm has collocated facilities; provided, however, that MCIm and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. MCIm shall request facilities necessary for cross-connection using an ASR. GTE shall provide the requested facilities by the customer desired due date specified by the ASR. If GTE determines that the cross-connection cannot be provided by the customer desired date because of the characteristics of the cross-connection requested or the central office, GTE shall inform MCIm and provide the cross-connection facilities within a reasonable period of time following the customer desired date but in no case later than thirty (30) days from the requested date. GTE will provide this cross connection at the prices set forth in Appendix C.

5. Approved Equipment and Vendor. MCIm shall be allowed to install equipment of its choice if such equipment meets Bellcore specifications and is provided by a GTE approved vendor. Such equipment shall include Digital Loop Carrier equipment *or Remote Switching Modules (RSMs)*. MCIm may also use approved vendors of its choice to maintain and repair equipment within MCIm's collocated space. Approved vendors will, at minimum, be vendors GTE currently

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approves for its own use. GTE will approve additional vendors provided that the vendors meet Bellcore standards.

5.1 Notwithstanding the above, MCIm shall not be allowed to collocate customer premise equipment or enhanced services equipment.

6. Telephone Service. GTE shall provide basic telephone service with a connection jack as requested by MCIm from GTE for the collocated space. Upon MCIm's request and agreement to make reasonable payment for such service, this service shall be available at the MCIm collocated space on the day that the space is turned over to MCIm by GTE.

7. Intraoffice Diversity. Where available and subject to space and technical feasibility limitations, GTE shall provide ingress and egress of fiber and power cabling to MCIm collocated spaces at MCIm's request. Certain charges specific to the cost of cable and cable run would apply. The specific level of diversity required for each collocated space will be provided in the collocation request.

8. MCIm Proprietary Information. Any collocation arrangement shall include provisions for protecting MCIm's proprietary subscriber information.

9. Notification. GTE will give MCIm forty-eight (48) hours prior written notice via facsimile of the following:

9.1 Instances where GTE or its subcontractors may be performing work in the general area of the collocated space occupied by MCIm, or in the general area of the AC and DC power plants which support MCIm equipment, when GTE reasonably believes such work might impact MCIm traffic. GTE will inform MCIm by telephone of any emergency related activity that GTE or its subcontractors may be performing in the general area of the collocated space occupied by MCIm, or in the general area of the AC and DC power plants which support MCIm equipment when GTE reasonably believes such work might impact MCIm traffic. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that MCIm can take any action required to monitor or protect its service.

9.2 Scheduled AC or DC power work or related activity in the collocated facility when GTE reasonably believes such work or related activity might cause an outage or any type of power disruption to MCIm equipment located in a GTE facility. GTE shall provide MCIm immediate notification by telephone of any emergency power activity that would impact MCIm equipment when GTE reasonably believes such work or related activity might cause an outage or any type of power disruption to MCIm equipment located in a GTE facility.

9.3 Major upgrades to the power plants supporting MCIm's collocation space. The following shall constitute such major upgrades:

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9.3.1 replacement of a rectifier;

9.3.2 addition or replacement of a new fusing module;

9.3.3 addition or replacement of a power distribution unit frame; or

9.3.4 addition or replacement of modular rectifiers.

10. Construction of Space. GTE will construct MCIm's collocation space in compliance with MCIm's collocation request. GTE shall obtain MCIm's approval for any deviation from MCIm's collocation request, such approval not to be unreasonably withheld. GTE agrees to the following terms and conditions regarding construction of collocated space:

10.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.

10.2 A standard 100 square foot cage shall have the following standard features:

(a) eight-foot high, nine gauge chain link panels;

(b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;

(c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;

(d) the cage shall be provided with one padlock set, with GTE retaining one master key;

(e) one AC electrical outlet;

(f) one charger circuit system;

(g) one electrical sub-panel;

(h) such additional lighting as may be necessary;

(I) one fire detection requirement evaluation;

(j) grounding for the cage consistent with COEI.

10.3 Modifications to the standard configuration set forth in section 10.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE

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will work with MCIm to implement such additional modifications as may be necessary to ensure that MCIm's collocated space is protected from unauthorized access.

10.4 GTE will permit MCIm to subcontract the construction of the physical collocation cage and its interior with contractors approved by GTE; provided, however, that GTE will not unreasonably withhold approval of contractors. Approval by GTE shall be based on the same criteria it uses in approving contractors for its own purposes.

10.5 Intervals for physical collocation shall be a maximum of three (3) months from the date collocation is requested. Virtual collocation will have a maximum construction interval of two months from the date of request. Whenever GTE believes that it cannot meet the specified intervals, GTE will provide MCIm with a specific time frame for providing the requested collocation and full details as to why it will take longer than the specified intervals. Exceptions to these intervals may be mutually agreed upon for each specific collocation site in advance of or during construction of each specific site.

10.6 GTE shall provide positive confirmation to MCIm when construction of MCIm collocated space is approximately 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.

10.7 MCIm and GTE will complete an acceptance walk through of collocated space requested from GTE. Exceptions that are noted during this acceptance walk through shall be corrected by GTE within five (5) business days after the walk through. The correction of these exceptions from the original collocation request shall be at GTE's expense.

11. Connection Equipment. MCIm may provision equipment for the connection of MCIm termination equipment to GTE equipment using either of the following methods:

11.1 MCIm may extend an electrical or optical cable from the terminal within MCIm's collocation cage and terminate that cable at GTE's network.

11.2 MCIm may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to and have GTE terminate that cable at GTE's network.

12. Security of and Access to MCIm Collocation Space. Subject to Article XIII, GTE shall exercise the same degree of care that it provides itself with respect to MCIm's collocation space to prevent harm or damage to MCIm or its employees, agents or subscribers, or their property. GTE agrees to allow MCIm's employees and designated agents unrestricted access to MCIm dedicated space in manned GTE offices twenty-four (24) hours per day each day of the week. GTE may place reasonable security restrictions on access by MCIm's employees and designated agents to the MCIm collocated space in unmanned GTE offices. Notwithstanding, GTE agrees that such space shall be available to MCIm's employees and designated agents twenty-four (24) hours per day each day of the week provided that MCIm notifies GTE at least one (1) hour in advance. In no case should any reasonable security restrictions be more restrictive than those GTE places on their own personnel.

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13. Environmental Conditions

13.1 Within ten (10) business days of MCIm's request for collocation space, GTE shall provide any information reasonably available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection, including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "reasonably available" under this Agreement if it is in GTE's possession, or the possession of those current or former agents, contractors, employees, lessors, or tenants of GTE's and such possession is known to GTE at the time of the request.

13.2 Prior to the GTE/Customer Meeting, GTE will certify and warrant to MCIm that the given collocation site meets applicable OSHA standards.

13.3 If the space provided for the placement of equipment or interconnection contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, GTE shall offer an alternative space, if available, for MCIm's consideration.

13.4 MCIm shall provide GTE with a list of hazardous materials that are contained in any equipment it places in space provided by GTE prior to placement of the equipment in the space.

14. Power

14.1 Power as referenced in this document refers to any electrical power source supplied by GTE for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. GTE will supply power to support MCIm equipment at equipment specific DC and AC voltages. At a minimum, GTE shall supply power to MCIm at parity with that provided by GTE to itself and its Affiliates. If GTE performance, availability, or restoration falls below NEBS standards, GTE shall bring itself into compliance with such standards as soon as technologically feasible.

14.2 Central office power supplied by GTE into the MCIm equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIm equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIm equipment. The termination location shall be mutually agreed upon by the parties at the implementation meeting for each specific collocation site.

14.3 GTE shall provide power as requested by MCIm to meet MCIm's need for placement of equipment or interconnection.

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14.4 GTE power equipment supporting MCIm's equipment shall:

14.4.1 Comply with applicable industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout;

14.4.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for MCIm equipment, or, at minimum, at parity with that provided for similar GTE equipment;

14.4.3 Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a level above the top of MCIm equipment plus or minus 2 feet to the left or right of MCIm's final request; and

14.4.4 Provide feeder capacity and quantity to support the ultimate equipment layout for MCIm equipment in accordance with MCIm's collocation request.

14.4.5 GTE shall, within ten (10) days following the implementation meeting (or within a different, mutually agreed upon time frame decided upon at such meeting):

14.4.5.1 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCIm services. In the event GTE requires a walk-through after MCIm's equipment has been installed, GTE must provide 48-hour prior notice;

14.4.5.2 Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;

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14.4.5.3 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;

14.4.5.4 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

14.4.5.5 When it is technically feasible to provide partitioned monitoring, GTE shall provide upon MCI's request, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) MCI's traffic. In the interim, GTE shall immediately notify MCI if: (1) an alarm condition exists with respect to monitoring of power or (2) if backup power has been engaged for any power supporting MCI's equipment.

14.4.5.6 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of MCI (this includes, but is not limited to, power supplies, and cage construction).

14.4.6 MCI may choose to lease unbundled transport from GTE, or from a third carrier, rather than construct to the GTE facility where equipment will be collocated.

15. Environmental Support. GTE shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCI's space and equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards which the parties may agree upon and designate at the time of the implementation meeting. In all events such lighting, ventilation, power, heat, air conditioning and other environmental conditions shall be provided by GTE to MCI at parity with that provided by GTE to itself and its Affiliates.

16. Access to Ancillary Facilities. GTE shall not unreasonably restrict access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility for MCI personnel and its designated agents.

17. Maintenance of Virtually Collocated Equipment. GTE will maintain MCI's virtually collocated equipment in a manner equal to how it maintains its own equipment. Maintenance includes the change out of electronic cards provided by MCI and per MCI's request.

17.1 Maintenance of Equipment in a Physical Collocation Space. At MCI's request, GTE shall provide maintenance services from MCI's physically collocated equipment on an individual case basis. The Parties will cooperate to develop mutually acceptable terms, conditions, and procedures for such maintenance.

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18. Lease. GTE shall lease to MCIm any space containing physically collocated equipment for the Term of the Agreement. The terms and conditions of the lease are as set forth in this Article.

19. Technical References. GTE shall provide collocation in accordance with the technical standards/references in the EIS Tariff and applicable industry standards as updated from time to time.

20. Virtual Collocation

20.1 Existing Virtual Collocation. If, on the effective date of this Agreement, MCIm is virtually collocated in a GTE premise, MCIm may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not technically feasible or not possible because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If MCIm elects the latter option, MCIm's request shall be treated as a new physical collocation request and MCIm shall pay GTE at the rates set forth in Appendix C.

20.2 Conversion from Physical to Virtual. Unless it is not technically feasible or not possible because of space limitations, MCIm may convert a physical collocation arrangement to a virtual collocation arrangement. MCIm's request to do so shall be treated as a new virtual collocation request and MCIm shall pay GTE at the rates set forth in Appendix C.

ARTICLE X

RIGHTS OF WAY

1. Rights of Access. *GTE shall allow MCIm to select the space MCIm will occupy on poles, or in conduits and right-of-way owned or controlled by GTE based upon the same criteria GTE applies to itself. GTE agrees to permit MCIm to occupy, place and maintain communications facilities within GTE's Poles, ducts, conduits and ROW as GTE may allow pursuant to the Pole Attachment Act and the terms of this Agreement.*

2. Definitions

2.1 "Poles, ducts, conduits and ROW" refer to all the physical facilities and legal rights owned or controlled, in whole or in part, by GTE, which provide for access to pathways across public and private property. These include Poles, Pole Attachments, ducts, innerducts, conduits, building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights of way, or any other requirements needed to create pathways. These pathways may run over, under, across or through streets, traverse private property, or enter multi-unit buildings. A Right of Way ("ROW") is the right to use the land or other property owned, leased, or controlled by any means by GTE to place Poles, ducts, and conduits to provide passage to access such Poles, ducts, and conduits. A ROW may run under, on, or above public or private property (including air space above public or private property) and shall include the right to use discrete space in buildings, building complexes, or other locations.

2.2 "GTE's poles" or "GTE pole(s)" means a pole or poles, as described in Section 2.1, solely owned by GTE, jointly owned by GTE and another entity, and space on poles obtained by GTE through arrangements with the owner(s) thereof.

2.3 "GTE's conduit(s)" or "GTE conduit(s)" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities, as described in Section 2.1, solely owned by GTE, jointly owned by GTE and another entity, and space within conduits obtained by GTE through arrangements with the owner(s) thereof.

2.4 "Attachments" means the equipment reasonably required by MCIm to place its cables on GTE's Poles, ducts, conduits and ROW.

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2.5 “Innerduct,” unless otherwise specified or approved by GTE, shall mean a single enclosed raceway 1" or 1-1/4" in diameter (as the case may be), placed within duct and used for housing of communications facilities.

2.6 “MCIm’s Facilities” or “Facilities” means all facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by MCIm which occupy an innerduct or are attached to a pole.

2.7 “Make-Ready Work” means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, ducts, and conduits, or any other changes required to accommodate the MCIm’s Attachments on a pole or in a conduit.

2.8 “Manholes” and “handholes” mean subsurface enclosures which personnel may use for the purpose of installing, operating and maintaining communications facilities.

3. Non-discriminatory Access and Maintenance Spares

3.1 GTE shall make Poles, ducts, conduits and ROW owned or controlled in any way, in whole or in part, available to MCIm upon receipt of a request for use within the time periods in accordance to the terms and conditions provided in this Article X, providing all information necessary to implement such a use and in accordance with the Interconnection Agreement and at least equal to those which it affords itself, its Affiliates and others. Other users of these facilities, including GTE, shall not interfere with the availability or use of the facilities by MCIm.

3.2 GTE shall provide MCIm equal and non-discriminatory access to Poles, ducts, conduit and ROW and any other pathways on terms and conditions equal to that provided by GTE to itself or to any other party in accordance with the industry standards noted in Section 8.1(ii) of this Article. A maintenance spare shall be retained, and such maintenance spare shall be a full conduit.

3.3 *To facilitate non-discrimination in MCIm’s selection of space, GTE must provide information to MCIm about the network guidelines and engineering protocols used by GTE in determining the placement of facilities on poles and in ducts and conduits.*

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4. Reservations of Poles, ducts, conduits and ROW

4.1 *In considering any request for attachment to Poles, ducts, conduits and ROW, GTE may use a five year planning horizon to reserve space for specific future uses; provided that such plans are well-documented and are available to MCIIm for review. In addition, GTE shall provide annual updates on the projected five-year space requirement to ensure that the reserved space is necessary for GTE to meet its statutory obligations. Any space that is not used or required at the end of the five-year period shall be made available to MCIIm and other local service providers.*

4.2 *MCIIm shall be allowed to reserve space from GTE for a period of twelve (12) months, with documented plans. Any space that is not used within the 12-month period shall revert back to GTE either for its own use or for the use of other requesting local service providers.*

5. Grant of License. GTE grants to MCIIm and MCIIm accepts from GTE a non-exclusive license to occupy, place and maintain in a designated space in specified conduits and poles MCIIm's Facilities on the terms and conditions set forth herein.

6. Attachment Requests (ARs)

6.1 Upon execution of this Agreement, MCIIm shall have the right to submit a written Attachment Request ("AR") to GTE specifying the GTE Poles, ducts, conduit and ROW on which it desires to place its Facilities. Each AR shall be in a form specified by GTE, which form may be revised from time to time by GTE at its sole discretion. ARs received by GTE shall be processed on a first come, first served basis. To the extent possible, GTE will advise MCIIm of any other AR received that covers all or part of the Poles, ducts, conduits and ROW included in MCIIm's AR. GTE will determine the availability of space for MCIIm's Facilities on GTE's Poles, ducts, conduits and ROW specified in the AR within thirty (30) calendar days of the date the AR is received. Upon approval of the AR within such 30 day period, GTE shall return a copy thereof to MCIIm bearing an endorsement acknowledging GTE's authorization and granting the license. All of MCIIm's Facilities placed on GTE's poles, ducts, conduits and ROW pursuant to an approved AR shall become subject to all of the terms and conditions of this Agreement. MCIIm may submit subsequent ARs as needed for approval by GTE. No facilities of any kind shall be placed on any GTE poles and conduits identified in a AR until that AR has been approved by GTE.

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6.2 After submittal of an AR, GTE shall as quickly as possible notify MCIm if any poles or conduits included in an AR are owned or controlled by another party such that MCIm will likely have to obtain some form of approval by that party in order to use the poles or conduit.

6.3 MCIm shall pay GTE a fee for processing a AR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for such costs shall be computed according to the Pole Attachment Act or Texas law if Texas is certified under the Pole Attachment Act.

6.4 Upon receiving an approved AR, MCIm shall have the right, subject to the terms of this Agreement, to place and maintain MCIm's Facilities described in the AR on the GTE poles and conduits identified therein.

6.5 In the event Make-Ready Work is necessary to accommodate MCIm's Facilities, GTE shall notify MCIm of such fact and provide MCIm with an estimate of the total cost of such Make-Ready Work upon approval of the AR. Within fifteen (15) days after receiving such notice from GTE, MCIm shall notify GTE either (1) that MCIm shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to perform the Make-Ready Work itself or through a contractor from a mutually agreed list of contractors.

6.6 At the time of approval of the AR, GTE shall provide any information in its possession or available to it regarding the environmental conditions of the Poles, ducts, conduits or ROW route or location including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in GTE's possession. If the Poles, ducts, conduits or ROW contain such environmental contamination, making the placement of equipment hazardous, GTE shall offer alternate Poles, ducts, conduits or ROW for MCIm's consideration. GTE shall allow MCIm to perform environmental site investigations, including, but not limited to, Phase I and Phase II environmental site assessments. In all cases, scope and duration of environmental site investigations shall be consistent with what is necessary to implement the AR.

6.7 After approval of the AR, MCIm shall have six (6) months to begin attachment and/or installation of its facilities to the Poles, ducts, conduit and

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ROW. Any such construction, installation or make ready shall be completed by the end of one (1) year after approval of the AR. MCIm shall not be in default of the six (6) month or one (1) year requirement above if such default is caused in any way by any action, inaction or delay on the part of GTE or its Affiliates or subsidiaries. After approval of the AR, GTE shall complete any work required to be performed by GTE or any GTE work requested by MCIm within thirty (30) days of such time the work is required or within thirty (30) days of the time such work is requested by MCIm, whichever time is earlier.

6.8 If MCIm has not begun placing its Attachments within the six-month period, MCIm shall so advise GTE with a written explanation for the delay. If MCIm fails to advise GTE of its delay, or if MCIm fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the six (6) months prescribed by this Section, the previously approved AR shall be deemed rescinded by GTE and MCIm shall have no further right to place Attachments pursuant to that AR.

7. Review of GTE Plans and Records. GTE agrees to produce current detailed engineering and other plant records and drawings of Poles, ducts, conduit and ROW, associated with a specific request, as soon as possible which in no case shall exceed five (5) business days following MCIm's request for access to such engineering, and other plant records and drawings of additional Poles, ducts, conduits and ROW in selected areas as specified by MCIm. Such information shall be of equal type and quality as that of GTE's own engineering and operations staff. Notwithstanding the above, GTE shall also allow personnel designated by MCIm to examine such engineering records and drawings, to the extent that such records and drawings are readily available for viewing, at GTE Central Offices and GTE Engineering Offices upon two (2) days notice to GTE. GTE is entitled to recover administrative expenses related to the provision of such records and drawings in accordance with the Arbitrator's Award.

8. Placement of Attachments

8.1 MCIm shall, at its own expense, place and maintain and replace its Attachments on GTE's Poles, ducts, conduits and ROW in compliance with: (i) any rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (ii) *industry standards as currently contained in the most current edition of the following publications:*

8.1.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

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8.1.2 the National Electric Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

8.1.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

8.1.4 federal requirements such as those imposed by the Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA).

8.2 MCIm may, at its option, install its facilities on Poles, ducts, conduit and ROW and use MCIm or MCIm designated personnel to attach its equipment to such GTE poles, ducts, conduits and ROW. GTE may, at its option, may provide supervisory personnel at such installations in accordance with Section 8.3, provided that delay(s) or failure(s) of GTE personnel to be present at the scheduled time(s) shall not delay or otherwise interfere with MCIm's installation(s).

8.3 Where GTE requires supervisory personnel in this Article, GTE may, at its option, send one or more employees to review such work. MCIm and GTE shall share the cost of a single GTE employee of an appropriate level to perform the review in the event GTE elects to send an employee for such review. GTE will not be compensated for any additional employees reviewing the work. If the work at GTE sites is performed by a contractor agreed upon by MCIm and GTE, GTE shall be responsible for any costs of its employees associated with inspection and supervision of the contractor's work.

9. Attachment Fees

9.1 MCIm shall pay to GTE an Attachment Fee, as specified in Exhibit __ hereto, for each GTE pole upon which MCIm obtains authorization to place an Attachment. The Attachment Fee may be increased by GTE from time to time in accordance with the Pole Attachment Act, or Texas law if Texas is certified under the Pole Attachment Act, upon sixty (60) days' written notice to MCIm.

9.2 Attachments Fees shall be payable on the date an AR is approved by GTE for all GTE poles identified in that AR on a pro rata basis until the end of the then current year and thereafter on an annual basis. All payments shall be due within thirty (30) days of the date of a statement from GTE specifying the fees to be paid.

9.3 GTE shall maintain an inventory of the total number of GTE poles occupied by MCIm based upon the cumulative number of poles specified in all ARs

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authorized by this Agreement. It shall be MCIm's sole responsibility to notify GTE of any and all removals of Attachments from GTE's poles. Such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by GTE and may be revised from time to time at GTE's sole discretion. MCIm shall remain liable for an Attachment Fee on each GTE pole included in all approved ARs until a notice of removal has been received by GTE. GTE may, at its option, conduct a physical inventory of MCIm's Attachments for purposes of determining the Attachment Fees to be paid by MCIm under this section.

9.4 GTE shall maintain the Poles, ducts, conduits and ROW at its sole cost. MCIm shall maintain its own facilities installed within the Poles, ducts, conduits and ROW at its sole cost.

10. Occupancy Fees

10.1 MCIm shall pay to GTE an Occupancy Fee, as specified in Exhibit ___ hereto, for each linear foot of innerduct occupied by MCIm's Facilities in GTE's conduit(s). If MCIm's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by MCIm for each innerduct occupied. The Occupancy Fee may be increased by GTE from time to time as permitted by the Pole Attachment Act or Texas law if Texas is certified under the Pole Attachment Act, upon sixty (60) days' written notice to MCIm.

10.2 Occupancy Fees shall be payable on the date a AR is approved by GTE for all GTE innerducts identified in that AR on a pro rata basis until the end of the current year and thereafter on an annual basis. All payments shall be due within thirty (30) days of the receipt of a statement from GTE specifying the fees to be paid.

10.3 GTE shall maintain an inventory of the total linear footage of innerduct occupied by MCIm's Facilities in GTE's conduit(s) based upon the cumulative linear footage per innerduct from all ARs approved by GTE. GTE may, at its option, conduct a physical inventory of MCIm's Facilities for purposes of determining the Occupancy Fees to be paid by MCIm under this section. It shall be MCIm's sole responsibility to notify GTE of any and all removals of MCIm's Facilities from GTE's conduit(s). Written notice of such removals shall be provided to GTE at least thirty (30) days prior to the removal. Each Notice of Removal shall be in a form specified by GTE. MCIm shall remain liable for all

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Occupancy Fees until MCIm's Facilities have been physically removed from GTE's conduits.

11. Modifications, Additions or Replacements to Existing Attachments

11.1 MCIm shall not modify, add to or replace facilities on any pre-existing Attachment on a GTE pole without first notifying GTE 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 MCIm's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.

11.2 Should the parties determine that the modification, addition or replacement specified by MCIm in its notice will require more space than that allocated to MCIm or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate MCIm's modification, addition or replacement, MCIm will be required to submit a AR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Facilities.

11.3 Access to GTE's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 13 this Agreement.

11.4 GTE shall not attach facilities on, within or overlashed to existing MCIm facilities without MCIm's prior written consent. In the case of other entities seeking to attach facilities on, within or overlashed to existing MCIm facilities, GTE will direct such entities to seek consent from MCIm. GTE also will inform MCIm if GTE is aware of any other entities attaching facilities on, within or overlashing to existing MCIm facilities.

12. Surveys and Inspections of Pole Attachments

12.1 The exact location of MCIm's Attachments on or in GTE's facilities may be determined, at GTE's discretion, through a survey to be made not more than once per calendar year by GTE. If so requested, MCIm and/or any other entity owning

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or jointly owning the facilities with GTE may participate in the survey. If the survey reveals one or more Unauthorized Attachments by MCIm, MCIm shall reimburse GTE all expenses incurred in conducting the survey.

12.2 Apart from surveys conducted in accordance with Section 12.1 above, GTE shall have the right to inspect any Attachment of MCIm on or in GTE's facilities as conditions may warrant upon written notice to MCIm. No joint survey or inspection by GTE shall operate to relieve MCIm of any responsibility, obligation or liability assumed under this Agreement.

13. Modification or Alteration GTE Conduits

13.1 In the event GTE plans to modify or alter any GTE conduit(s) or pole(s) that house MCIm's Facilities, GTE shall provide MCIm notice of the proposed modification or alteration at least sixty (60) prior to the time the proposed modification or alteration is scheduled to take place. Should MCIm decide to modify or alter MCIm's Facilities in the GTE conduit(s) to be modified or altered by GTE, MCIm shall so notify GTE in writing. In such event, MCIm shall bear a proportionate share of the total costs incurred by GTE to make the GTE conduit(s) or poles(s) accessible. MCIm's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by MCIm to the total amount of new space occupied by all of the parties joining in the modification.

13.2 In the event of a relocation ordered by a governmental entity, when such relocation is not reimbursable, the costs of relocation of the Poles, ducts, conduits and ROW shall be shared as follows: base conduits or Poles shall be shared on a pro rata basis by all parties occupying the affected ROW, and each party shall pay its own cost of cable and installation.

14. Emergency Restoration Procedures

14.1 In the event of an emergency, restoration procedures may be affected by the presence of MCIm's Attachments. While GTE shall not be responsible for the repair of damaged Attachments of MCIm (except by mutual written agreement), GTE shall nonetheless control access to its poles if the restoration is to be achieved in an orderly fashion.

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14.2 Where GTE and MCIm are involved in emergency restorations, access to GTE's poles will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

14.2.1 Service Disruptions/Outages

14.2.1.1 While exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.

14.2.1.2 Where simultaneous access is not possible, access will be granted on a first come, first served basis.

14.3 Notwithstanding the foregoing, in the event of an emergency, GTE shall begin repair of its facilities containing MCIm's facilities within two (2) hours of notification by MCIm. If GTE cannot begin repair within such 2-hour period, MCIm may begin such repairs without the presence of GTE personnel. MCIm may climb Poles and enter the manholes, handholes, conduits and equipment spaces containing GTE's facilities in order to perform such emergency maintenance, but only until such time as qualified personnel of GTE arrive ready to continue such repairs. For both emergency and non-emergency repairs, MCIm may use spare innerducts or conduits, including the innerduct or conduit designated by GTE as emergency spare for maintenance purposes; however, MCIm may only use such spare conduit or innerduct for the minimum time reasonably necessary to complete the repairs.

15. Access to GTE's Manholes/Handholes

15.1 GTE will allow MCIm to audit manholes/handholes that are included in any AR submitted to GTE to confirm usability. MCIm shall give GTE at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. GTE shall have the right to have a GTE employee or agent present when its manholes/handholes are being opened in accordance with Section 8.3. Such GTE employee or agent shall have the authority to suspend MCIm's activities in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by MCIm's employees, agents, or contractors.

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15.2 For purposes other than to audit usability, GTE's manholes/handholes shall be opened only as permitted by GTE and only after MCIm has obtained all necessary authorizations from appropriate authorities to open manholes/handholes and conduct work operations therein. GTE shall have the right to have a GTE employee or agent present at any site at which its manholes/handholes are being opened in accordance with Section 8.3. Such GTE employee or agent shall have the authority to suspend MCIm's work operations in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by MCIm's employees, agents, or contractors. The presence of GTE's authorized employee or agent shall not relieve MCIm of its responsibility to conduct all of its work operations in and around GTE's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

16. Charges for Unauthorized Attachments

16.1 MCIm shall pay GTE an Attachment Fee for each Unauthorized Attachment accruing from the date the Unauthorized Attachment was first placed on the GTE pole. In the event that the date the Unauthorized Attachment was first placed on a GTE pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first AR from MCIm was approved in accordance with this Agreement. **If MCIm elects to leave the Attachment in place, MCIm also shall pay to GTE all costs incurred by GTE to rearrange any Unauthorized Attachment(s) of MCIm in order to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of MCIm's Unauthorized Attachment(s).** If MCIm elects to leave the pole attachment in place, MCIm shall also pay to GTE all costs incurred by GTE to reinforce, replace or modify a GTE pole, which reinforcement, replacement or modification consistent with the industry standards referred to in Section 8.1 of this Article X, was required as a result of the Unauthorized Attachment of MCIm. The Attachment Fee referenced in this subsection shall be determined in the same manner as such fee would have been determined if the Attachment had been authorized by GTE.

16.2 For purposes of this section, an Unauthorized Attachment shall include, but not be limited to: (a) an Attachment on or in any facility, which facility is not identified in any Attachment Request approved in accordance with this Article X; (b) an Attachment that occupies more space than that allocated to MCIm by GTE; (c) an addition or modification to a pre-existing Attachment that impairs the structural integrity of the involved GTE facilities; (d) an Attachment installed by MCIm owned and operated by a party other than MCIm. An Unauthorized Attachment does not include an Attachment which MCIm demonstrates was made mistakenly, but in good faith pursuant to an approved Attachment Request.

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17. Abandonment. Nothing in this Agreement shall prevent or be construed to prevent GTE from abandoning, selling, assigning or otherwise disposing of any GTE conduit(s), pole(s) or other GTE property used in connection with MCIIm's Facilities; provided, however, that GTE shall condition any such sale, assignment or other disposition subject to the rights granted to MCIIm pursuant to this Agreement. GTE shall promptly notify MCIIm of any proposed sale, assignment or other disposition of any GTE conduit(s), pole(s) or other GTE property used in connection with MCIIm's Facilities.

18. Insurance. MCIIm shall carry insurance, at its sole cost and expense, to protect the Parties hereto and other joint users of said poles from and against any and all such claims and demands and from and against any and all actions, judgments, costs, expenses and liabilities in connection with personal injury, death, or property damage which may arise or result, directly or indirectly, from or by reason of the acts or omissions of MCIIm under this Article only. The amounts of such insurance against liability due to personal injury to or death of persons shall be \$500,000 as to any one person and \$1,000,000 as to any one accident. The amounts of such insurance against liability due to property damage shall be \$500,000 as to each accident and \$500,000 aggregate. MCIIm shall also carry such insurance as will fully protect both it and GTE from all claims under any Workmen's Compensation Laws that may be applicable.

19. Third Party Engineer Mediation. *In any instance where MCIIm and GTE's engineering personnel disagree on the issue of capacity; capacity expansions under Section 19; or the parties disagree on access to conduits or facilities; or routing and space disputes, an independent engineer shall be employed to mediate a final decision which will be abided to by both Parties. The expenses of the third party engineer will be shared equally by the Parties.* The third party engineer selected shall be agreed upon by both parties and in the event the parties cannot agree on the engineer, the Commission shall choose the third party engineer.

20. Capacity Expansions

20.1 *GTE shall take all reasonable steps to accommodate requests for access pursuant to the Pole Attachment Act and applicable regulations including capacity expansions which may include placement of taller poles or additional conduits. In instances where spare capacity is not available, the parties should work cooperatively to obtain additional capacity as described above with the expenses to be borne by the parties benefiting from the work pursuant to the Pole Attachment Act.*

20.2 GTE may recover from MCIIm and any other parties benefiting from such capacity expansions the costs of modifying or expanding GTE's facilities. To facilitate the sharing of costs by all parties benefiting from the modification, GTE

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will establish a method whereby MCIm will be reimbursed on a pro rata basis for any portion of the facility later used by GTE and other telecommunications providers including, but not limited to, telecommunications carriers and cable television systems.

20.3 Where an agreement cannot be reached between the Parties, a third party mediator as described in Section 18 shall be employed to reach a decision regarding the request for access.

21. General Provisions

21.1 MCIm may, at its option, install its facilities on Poles, ducts, conduit and ROW and use MCIm or MCIm designated personnel to attach its equipment to such GTE Poles, ducts, conduits and ROW.

21.2 GTE shall provide to MCIm a Single Point of Contact for issues relating to negotiating all structure lease and ROW Agreements.

21.3 MCIm shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIm, including GTE.

21.4 GTE shall not prevent or delay any third-party assignment of ROW to MCIm.

21.5 GTE shall offer the use of such Poles, ducts, conduits and ROW it has obtained from a third-party to MCIm, to the extent such agreement or Texas law does not prohibit GTE from granting such rights to MCIm. They shall be offered to MCIm on the same terms as are offered to GTE.

21.6 To the extent available and in a non-discriminatory manner, GTE shall provide MCIm space in manholes for racking and storage of cable and other related materials as requested by MCIm.

21.7 GTE shall make available any conduit system with any retired cable from conduit systems or Poles to allow for the efficient use of conduit space and pole space.

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21.8 Where a spare innerduct does not exist, GTE shall allow MCIm to install innerducts in GTE conduit. For any innerducts not used by MCIm, MCIm shall be reimbursed for the proportionate share of the costs for said innerducts from any parties using the innerduct.

21.9 Where GTE has any ownership or other rights to ROW to buildings or building complexes, or within buildings or building complexes, GTE shall offer to MCIm: (a) The right to use any available space owned or controlled by GTE in the building or building complex to install MCIm equipment and facilities; (b) Ingress and egress to such space; and (c) The right to use electrical power at parity with GTE's rights to such power.

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ARTICLE XI NUMBER RESOURCES AND PORTABILITY

1. Number Resources

1.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact MCIm's right to employ or to request and be assigned any NAP number resource including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by MCIm shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to MCIm. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator per dispute resolution guidelines contained in the relevant numbering assignment guidelines. MCIm shall not request that number resources be assigned to any GTE central office or other switching facility.

1.2 Rate Centers. The Parties agree to utilize the current Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center. MCIm reserves its right to petition the Commission to change the Rate Centers and calling scope.

1.3 Routing Points. MCIm will also designate a Routing Point for each assigned NXX code. MCIm may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively MCIm may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MCIm within an existing GTE exchange area. MCIm shall use reasonable efforts to designate at least one Routing Point in GTE's exchange area for all NPA-NXXs associated with GTE's Rate Centers.

1.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accordance with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accordance with industry standards. The Parties shall execute a nondisclosure agreement to protect MCIm proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator.

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

2. **Interim Number Portability.** GTE shall provide Interim Number Portability ("INP") in accordance with requirements of the Act and FCC Rules and Regulations. Each Party shall provide the other Party with service provider number portability for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide INP to MCIm in GTE's central offices using remote call forwarding ("RCF"), Direct Inward Dialing ("DID"), Local Exchange Routing Guide ("LERG") reassignment and other methods as provided herein. GTE will provide RCF or DID to MCIm immediately upon the Effective Date of this Agreement. INP will be provided in accordance with all technical and service standards so as to maintain functionality, quality, reliability and convenience to MCIm subscribers services with minimal impairment. MCIm shall provide, to the extent technically feasible, INP on a parity basis to GTE using same or like methodologies at the same time such same or like methodologies are provided by GTE to MCIm or under a separate schedule to be agreed to by the Parties, such agreement to be affixed hereto and made a part of this Agreement.

2.1 INP Cost Recovery. The Parties agree that each Party shall bear its own costs for providing INP, unless otherwise ordered by the Commission.

2.2 **RCF.** RCF is an existing switched-based service that may be used to provide subscribers with INP by redirecting calls within the telephone network. When used to provide INP, RCF will first route a call to the previously-serving switch (number-assigned switch). This switch will then forward the call to a number in the currently-assigned switch (subscriber-serving switch) using an NXX code associated with the subscriber-serving switch. The ordering Party shall request an appropriate number of paths to handle required simultaneous calls to the same ported telephone number. At the request of the providing Party, the Parties shall meet to jointly plan for any additional trunking requirements that may be necessitated by additional call paths for the purpose of assuring adequate network call processing capability and minimal network blocking.

2.3 **DID.** DID is an existing switch-based service that may be used to provide subscribers with INP. DID completes large volumes of calls to business subscribers using reserved blocks of numbers and dedicated trunking from the serving switch to the subscriber's private branch exchange (PBX). MCIm shall propose the specific number of trunks needed to provide DID. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing CLID to the MCIm switch. The INP requesting Party may have the DID trunking redirected to the requesting Party's switch and provide

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for any requirements between the requesting Party's switch and the subscriber PBX. In either event, the reserved block of numbers remains opened within the providing Party's number-assigned switch.

2.4 LERG Reassignment. Portability for an entire NXX of numbers shall be provided by utilizing reassignment of the NXX to MCIm through the Local Exchange Routing Guide (LERG). LERG reassignment shall be provided reciprocally by GTE and MCIm. If MCIm customers are using or have paid to reserve at least 80% of the numbers within that NXX, and the NXX is assigned to GTE, GTE shall, at MCIm's request, work cooperatively with MCIm to reassign the NXX to MCIm through LERG reassignment, within 30 days after receiving a request to do so. Updates to translations in the GTE switching office from which the NXX is ported will be made by GTE prior to the date on which LERG changes become effective, in order to redirect calls to the MCIm switch via the INP method specified by MCIm. In the case of a declared jeopardy code exhaust, the parties agree LERG reassignment will be done on an individual case basis (ICB) basis for the duration of the jeopardy code exhaust period.

2.5 Additional Methods of INP. Additional methods of INP will be made available by GTE to MCIm upon MCIm's request. Any such requests will be subject to the INP activation and ordering procedure set forth in Section 2.5.3.

2.5.1 Flex-DID is an INP method that makes use of direct inward dialing trunks. Flex-DID allows selective routing of individual numbers on a dedicated DID trunk group. Each DID trunk group used for INP is dedicated to carrying Flex-DID INP traffic between the GTE end office and the MCIm switch.

2.5.2 Route Indexing: Route Indexing may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

2.5.2.1 RI-PH will route a dialed call to the GTE switch associated with the NXX of the dialed number. The GTE switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIm. The prefixed dialed number is transmitted to the GTE tandem switch to which MCIm is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIm's switch so the routing of the call can be completed by MCIm.

2.5.2.2 DN-RI is a form of RI-PH that requires direct trunking between the GTE switch to which the ported number was originally assigned and the MCIm switch to which the number has been ported. The GTE switch

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shall send the originally dialed number to the MCIm switch without a prefix.

2.5.2.3 GTE shall provide RI-PH or DN-RI on an individual telephone number basis, as designated by MCIm. Where technically feasible, MCIm may designate both methods so that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.5.2.4 For both RI-PH and DN-RI the trunks used may, at MCIm's option, be the same as those used for exchange of other local traffic and toll traffic with GTE. At MCIm's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

2.5.3 INP Initial Activation and Ordering Procedures.

2.5.3.1 MCIm shall provide GTE with at least ninety (90) days notice of the anticipated need date for the initial implementation of INP via Route Indexing.

2.5.3.2 MCIm may order activation of Flex-DID or Route Indexing for a specific end office by contacting GTE's regional account manager. GTE shall provide the requested service for that end office within thirty (30) days after such request. GTE may notify MCIm that an additional reasonable period of time may be required if the volume of MCIm's orders prevents GTE from providing any particular request within thirty (30) days. GTE shall specify the additional time required which shall in no case be longer than an additional ten (10) working days. At such time as GTE implements a direct ordering and provisioning process that does not require account manager participation, GTE shall notify MCIm and thereafter use such process for the ordering and provisioning of Flex-DID and Route Indexing.

2.5.3.3 After initial activation of an end office, MCIm may order Flex-DID or Route Indexing for individual customers subtending that office via the local service request (LSR) process.

2.6 Other Methods. Other INP methods may become available for ordering by one Party from the other Party. MCIm and GTE agree that any other INP method deployed by a Party as a result of (1) federal or state order, (2) one Party's discretion, or (3) a further agreement of the Parties shall become immediately available, within the jurisdiction so-

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offered, under the terms and conditions agreed to herein and as may be affixed to and made a part of this Agreement.

2.7 Other Currently Available Number Portability Provisions.

2.7.1 As set forth in Article IV, Section 7.3 of this Agreement, GTE shall cooperate on the exchange of Transaction Capability Access Protocol (TCAP) messages to facilitate full inter-operability of CCS-based features between its and MCIm's networks, including all CLASS features and functions, where SS7 capability is available.

2.7.2 MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, as described in section 4.2. GTE shall disclose to MCIm any technical or capacity limitations that would prevent use of a requested INP method in a particular switching office. GTE and MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, as described in section 4.2.

2.7.3 For INP, MCIm shall have the right to use the existing GTE 911 infrastructure for all 911 capabilities. When an INP method is used for MCIm subscribers, both the ported numbers shadow numbers shall be stored in 911/ALI databases as per MCIm instructions. MCIm shall have the right to verify the accuracy of the information in the PSAP databases.

2.7.4 When any INP method is used to port a subscriber, the Party providing INP must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the porting service provider. The INP provider must outclear call records to the INP recipient for billing and collection from the subscriber. The INP recipient shall receive revenue for LIDB look-ups, and shall pay LIDB storage charges pursuant to a LIDB billing and collection agreement to be executed by the Parties within 60 days after the Effective Date.

2.7.5 GTE shall send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

2.8 Access Charges. When an IXC terminates an interLATA or intraLATA toll call to an MCIm subscriber whose telephone number has been ported from GTE, the Parties agree that MCIm shall receive those IXC access charges associated with local switching, local transport, residual interconnection charge (RIC), carrier common line (CCL) charge,

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and such other applicable charges. GTE shall be entitled only to receive any access tandem fees and associated local transport charges.

3. **Number Portability.** The Parties agree that they shall develop and deploy number portability ("NP") in accordance with the Act, such FCC and state orders, and industry standards, as may be applicable. Upon implementation of NP the Parties agree to transition all INP customers and their services to NP methods within a mutually agreed upon time frame and to discontinue further use of interim methods of number portability. MCIm shall provide, to the extent technically feasible, NP to GTE using same or like methodologies at the same time such same or like methodologies are provided by GTE to MCIm or under a separate schedule to be agreed to by the Parties, such agreement to be affixed hereto and made a part of this Agreement.

3.1 MCIm and GTE agree to jointly cooperate in the development and deployment of NP to assure that NP method(s):

3.1.1 allow subscribers to change local service providers and retain the same telephone number(s);

3.1.2 allow subscribers to retain current and have available all vertical (call management) and advanced local service features subject to requirements of the Federal Communications Commission and state legislative and regulatory directives and orders;

3.1.3 fully support(s) emergency and operator services;

3.1.4 provide that when a subscriber ports to another service provider, the donor provider shall use information provided by the porting provider to update the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to Public Service Answering Point (PSAP) call centers;

3.1.5 use scarce number resources efficiently and administer such resources in a competitively neutral manner;

3.1.6 allow both Parties to rate and bill all types of calls;

3.1.7 allow both Parties to comply with all FCC and state legislative and regulatory directives; and

3.1.8 provide that the NP network architecture shall not subject customers of MCIm or other alternate local exchange carriers to any degradation of service quality or network reliability when they port their telephone numbers (including

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transmission quality, switching and transport costs, increased call set-up time and post-dial delay, or a loss of services, such as CLASS features), and MCIm shall not be required to rely on the GTE network for calls completing to its ported subscribers.

3.2 The Parties further agree to jointly cooperate in the development and deployment of NP consistent with the following criteria; provided, however, that applicable industry standards shall supersede these criteria when, and if, such criteria become inconsistent with such industry standards.

3.2.1 When an office is equipped with NP, all NXXs in the office shall be defined as portable and translations will be changed in all service provider switches to open those NXXs for database queries. If a switch serves multiple rate centers, then at a minimum, all of the NXXs for a rate center in that switch shall be made portable when any one of them is turned up.

3.2.2 When an NXX is defined as portable, it shall also be defined as portable in all NP-capable offices which have direct trunks to the given switch.

3.2.3 Upon introduction of NP in a market area, the tandems (local and access) shall be among the first converted, with no unreasonable delay. All portable NXXs shall be recognized in these tandems as portable, with queries launched from these switches.

3.2.4 During the process of porting a subscriber, the donor service provider shall implement the 10-Digit trigger feature. When the donor provider receives the porting request, the 10-Digit trigger shall be applied to the Subscriber's line at least 24 hours prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber. Alternatively, when an activation notice is sent to an NPAC to trigger a broadcast to service provider databases, the donor switch shall have its translations changed to disconnect the subscriber's line within fifteen (15) minutes of the donor network Local SMS's having received the broadcast.

4. Requirements for INP and NP

4.1 White and Yellow Page Listings. GTE shall provide and maintain for MCIm one (1) white page and one (1) yellow page (if applicable) listing for each MCIm subscriber that has ported its number from GTE, consistent with that specified for Provisioning in this agreement. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by GTE to its own subscribers.

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4.2 INP Cut-Over Process

4.2.1 For each group of ported numbers, GTE shall implement the disconnects and switch translations within 20 minutes of the time mutually agreed to by the parties.

4.2.2 If GTE has automated this process, GTE shall schedule a mechanized update of disconnects and switch translations to occur at the MCIIm-requested cut-over time (frame due time) or as soon thereafter as possible. Such updates will be available seven (7) days a week, twenty-four (24) hours a day. GTE shall provide an Operations contact whom MCIIm can reach in the event manual intervention is needed to complete the cutover. In the event GTE automates the INP cut-over process, the manual intervention procedures shall be mutually agreed by the Parties.

4.3 When a subscriber ports to another service provider utilizing INP and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

4.4 Installation Intervals. GTE shall install INP within an interval of five (5) days from a receipt of a service order.

4.5 NP Cut-Over Process. GTE shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, updating its network element translations within five (5) minutes following notification by the industry SMS and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers, provided, however, that applicable industry standards shall supersede these criteria when, and if, such criteria become inconsistent with such industry standards.

4.6 Call Referral Announcements. GTE shall allow MCIIm to (1) order call referral announcements, and (2) specify the particular announcement from GTE's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIIm has ported from GTE to MCIIm. Such announcements will provide the new telephone number of the customer. Such announcements will also provide for the same length of time that GTE provides referral information for its customers that have changed telephone numbers.

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4.7 Testing. GTE and MCIIm shall cooperate in conducting MCIIm's testing to ensure interconnectivity between systems. GTE shall inform MCIIm of any system updates that it reasonably believes may affect the MCIIm network and GTE shall, at MCIIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.8 Engineering and Maintenance. GTE and MCIIm will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by GTE to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.9 Recording and Billing.

4.9.1 GTE shall provide MCIIm with accurate billing and subscriber account information for MCIIm subscribers whose numbers have been ported.

4.9.2 Calls originated from RCF ported numbers in GTE end-offices which are SS7 capable and sent to IXCs must signal the shadow number in the Calling Party Number (CPN) parameter and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

4.9.2.1 GTE shall allow MCIIm to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as set forth in Article V, Section 3.2.2.8 and Article VII, Section 5.15.

4.9.2.2 GTE shall maintain entries for the ported and the phantom numbers as set forth in Article VI, Section 12.4.

4.9.3 GTE shall provide MCIIm with the necessary information to permit MCIIm to issue a bill for access directly to an IXC which sends a call to the GTE network which is then connected and terminated through the MCIIm network using INP.

4.9.4 GTE shall provide NP in accordance with all industry standards and state and national level industry agreements.

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ARTICLE XI NUMBER RESOURCES AND PORTABILITY

1. Number Resources

1.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact MCIm's right to employ or to request and be assigned any NAP number resource including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by MCIm shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to MCIm. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator per dispute resolution guidelines contained in the relevant numbering assignment guidelines. MCIm shall not request that number resources be assigned to any GTE central office or other switching facility.

1.2 Rate Centers. The Parties agree to utilize the current Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center. MCIm reserves its right to petition the Commission to change the Rate Centers and calling scope.

1.3 Routing Points. MCIm will also designate a Routing Point for each assigned NXX code. MCIm may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively MCIm may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MCIm within an existing GTE exchange area. MCIm shall use reasonable efforts to designate at least one Routing Point in GTE's exchange area for all NPA-NXXs associated with GTE's Rate Centers.

1.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accordance with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accordance with industry standards. The Parties shall execute a nondisclosure agreement to protect MCIm proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator.

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

2. Interim Number Portability. GTE shall provide Interim Number Portability ("INP") in accordance with requirements of the Act and FCC Rules and Regulations. Each Party shall provide the other Party with service provider number portability for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide INP to MCIIm in GTE's central offices using remote call forwarding ("RCF"), Direct Inward Dialing ("DID"), Local Exchange Routing Guide ("LERG") reassignment and other methods as provided herein. GTE will provide RCF or DID to MCIIm immediately upon the Effective Date of this Agreement. INP will be provided in accordance with all technical and service standards so as to maintain functionality, quality, reliability and convenience to MCIIm subscribers services with minimal impairment. MCIIm shall provide, to the extent technically feasible, INP on a parity basis to GTE using same or like methodologies at the same time such same or like methodologies are provided by GTE to MCIIm or under a separate schedule to be agreed to by the Parties, such agreement to be affixed hereto and made a part of this Agreement.

2.1 INP Cost Recovery. The Parties agree that each Party shall bear its own costs for providing INP, unless otherwise ordered by the Commission.

2.2 RCF. RCF is an existing switched-based service that may be used to provide subscribers with INP by redirecting calls within the telephone network. When used to provide INP, RCF will first route a call to the previously-serving switch (number-assigned switch). This switch will then forward the call to a number in the currently-assigned switch (subscriber-serving switch) using an NXX code associated with the subscriber-serving switch. The ordering Party shall request an appropriate number of paths to handle required simultaneous calls to the same ported telephone number. At the request of the providing Party, the Parties shall meet to jointly plan for any additional trunking requirements that may be necessitated by additional call paths for the purpose of assuring adequate network call processing capability and minimal network blocking.

2.3 DID. DID is an existing switch-based service that may be used to provide subscribers with INP. DID completes large volumes of calls to business subscribers using reserved blocks of numbers and dedicated trunking from the serving switch to the subscriber's private branch exchange (PBX). MCIIm shall propose the specific number of trunks needed to provide DID. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing CLID to the MCIIm switch. The INP requesting Party may have the DID trunking redirected to the requesting Party's switch and provide

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for any requirements between the requesting Party's switch and the subscriber PBX. In either event, the reserved block of numbers remains opened within the providing Party's number-assigned switch.

2.4 LERG Reassignment. Portability for an entire NXX of numbers shall be provided by utilizing reassignment of the NXX to MCIIm through the Local Exchange Routing Guide (LERG). LERG reassignment shall be provided reciprocally by GTE and MCIIm. If MCIIm customers are using or have paid to reserve at least 80% of the numbers within that NXX, and the NXX is assigned to GTE, GTE shall, at MCIIm's request, work cooperatively with MCIIm to reassign the NXX to MCIIm through LERG reassignment, within 30 days after receiving a request to do so. Updates to translations in the GTE switching office from which the NXX is ported will be made by GTE prior to the date on which LERG changes become effective, in order to redirect calls to the MCIIm switch via the INP method specified by MCIIm. In the case of a declared jeopardy code exhaust, the parties agree LERG reassignment will be done on an individual case basis (ICB) basis for the duration of the jeopardy code exhaust period.

2.5 Additional Methods of INP. Additional methods of INP will be made available by GTE to MCIIm upon MCIIm's request. Any such requests will be subject to the INP activation and ordering procedure set forth in Section 2.5.3.

2.5.1 Flex-DID is an INP method that makes use of direct inward dialing trunks. Flex-DID allows selective routing of individual numbers on a dedicated DID trunk group. Each DID trunk group used for INP is dedicated to carrying Flex-DID INP traffic between the GTE end office and the MCIIm switch.

2.5.2 Route Indexing: Route Indexing may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

2.5.2.1 RI-PH will route a dialed call to the GTE switch associated with the NXX of the dialed number. The GTE switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIIm. The prefixed dialed number is transmitted to the GTE tandem switch to which MCIIm is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIIm's switch so the routing of the call can be completed by MCIIm.

2.5.2.2 DN-RI is a form of RI-PH that requires direct trunking between the GTE switch to which the ported number was originally assigned and the MCIIm switch to which the number has been ported. The GTE switch

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shall send the originally dialed number to the MCIm switch without a prefix.

2.5.2.3 GTE shall provide RI-PH or DN-RI on an individual telephone number basis, as designated by MCIm. Where technically feasible, MCIm may designate both methods so that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.5.2.4 For both RI-PH and DN-RI the trunks used may, at MCIm's option, be the same as those used for exchange of other local traffic and toll traffic with GTE. At MCIm's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

2.5.3 INP Initial Activation and Ordering Procedures.

2.5.3.1 MCIm shall provide GTE with at least ninety (90) days notice of the anticipated need date for the initial implementation of INP via Route Indexing.

2.5.3.2 MCIm may order activation of Flex-DID or Route Indexing for a specific end office by contacting GTE's regional account manager. GTE shall provide the requested service for that end office within thirty (30) days after such request. GTE may notify MCIm that an additional reasonable period of time may be required if the volume of MCIm's orders prevents GTE from providing any particular request within thirty (30) days. GTE shall specify the additional time required which shall in no case be longer than an additional ten (10) working days. At such time as GTE implements a direct ordering and provisioning process that does not require account manager participation, GTE shall notify MCIm and thereafter use such process for the ordering and provisioning of Flex-DID and Route Indexing.

2.5.3.3 After initial activation of an end office, MCIm may order Flex-DID or Route Indexing for individual customers subtending that office via the local service request (LSR) process.

2.6 Other Methods. Other INP methods may become available for ordering by one Party from the other Party. MCIm and GTE agree that any other INP method deployed by a Party as a result of (1) federal or state order, (2) one Party's discretion, or (3) a further agreement of the Parties shall become immediately available, within the jurisdiction so-

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offered, under the terms and conditions agreed to herein and as may be affixed to and made a part of this Agreement.

2.7 Other Currently Available Number Portability Provisions.

2.7.1 As set forth in Article IV, Section 7.3 of this Agreement, GTE shall cooperate on the exchange of Transaction Capability Access Protocol (TCAP) messages to facilitate full inter-operability of CCS-based features between its and MCIm's networks, including all CLASS features and functions, where SS7 capability is available.

2.7.2 MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, as described in section 4.2. GTE shall disclose to MCIm any technical or capacity limitations that would prevent use of a requested INP method in a particular switching office. GTE and MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, as described in section 4.2.

2.7.3 For INP, MCIm shall have the right to use the existing GTE 911 infrastructure for all 911 capabilities. When an INP method is used for MCIm subscribers, both the ported numbers shadow numbers shall be stored in 911/ALI databases as per MCIm instructions. MCIm shall have the right to verify the accuracy of the information in the PSAP databases.

2.7.4 When any INP method is used to port a subscriber, the Party providing INP must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the porting service provider. The INP provider must outclear call records to the INP recipient for billing and collection from the subscriber. The INP recipient shall receive revenue for LIDB look-ups, and shall pay LIDB storage charges pursuant to a LIDB billing and collection agreement to be executed by the Parties within 60 days after the Effective Date.

2.7.5 GTE shall send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

2.8 Access Charges. When an IXC terminates an interLATA or intraLATA toll call to an MCIm subscriber whose telephone number has been ported from GTE, the Parties agree that MCIm shall receive those IXC access charges associated with local switching, local transport, residual interconnection charge (RIC), carrier common line (CCL) charge,

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and such other applicable charges. GTE shall be entitled only to receive any access tandem fees and associated local transport charges.

3. **Number Portability.** The Parties agree that they shall develop and deploy number portability ("NP") in accordance with the Act, such FCC and state orders, and industry standards, as may be applicable. Upon implementation of NP the Parties agree to transition all INP customers and their services to NP methods within a mutually agreed upon time frame and to discontinue further use of interim methods of number portability. MCIm shall provide, to the extent technically feasible, NP to GTE using same or like methodologies at the same time such same or like methodologies are provided by GTE to MCIm or under a separate schedule to be agreed to by the Parties, such agreement to be affixed hereto and made a part of this Agreement.

3.1 MCIm and GTE agree to jointly cooperate in the development and deployment of NP to assure that NP method(s):

3.1.1 allow subscribers to change local service providers and retain the same telephone number(s);

3.1.2 allow subscribers to retain current and have available all vertical (call management) and advanced local service features subject to requirements of the Federal Communications Commission and state legislative and regulatory directives and orders;

3.1.3 fully support(s) emergency and operator services;

3.1.4 provide that when a subscriber ports to another service provider, the donor provider shall use information provided by the porting provider to update the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to Public Service Answering Point (PSAP) call centers;

3.1.5 use scarce number resources efficiently and administer such resources in a competitively neutral manner;

3.1.6 allow both Parties to rate and bill all types of calls;

3.1.7 allow both Parties to comply with all FCC and state legislative and regulatory directives; and

3.1.8 provide that the NP network architecture shall not subject customers of MCIm or other alternate local exchange carriers to any degradation of service quality or network reliability when they port their telephone numbers (including

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transmission quality, switching and transport costs, increased call set-up time and post-dial delay, or a loss of services, such as CLASS features), and MCIm shall not be required to rely on the GTE network for calls completing to its ported subscribers.

3.2 The Parties further agree to jointly cooperate in the development and deployment of NP consistent with the following criteria; provided, however, that applicable industry standards shall supersede these criteria when, and if, such criteria become inconsistent with such industry standards.

3.2.1 When an office is equipped with NP, all NXXs in the office shall be defined as portable and translations will be changed in all service provider switches to open those NXXs for database queries. If a switch serves multiple rate centers, then at a minimum, all of the NXXs for a rate center in that switch shall be made portable when any one of them is turned up.

3.2.2 When an NXX is defined as portable, it shall also be defined as portable in all NP-capable offices which have direct trunks to the given switch.

3.2.3 Upon introduction of NP in a market area, the tandems (local and access) shall be among the first converted, with no unreasonable delay. All portable NXXs shall be recognized in these tandems as portable, with queries launched from these switches.

3.2.4 During the process of porting a subscriber, the donor service provider shall implement the 10-Digit trigger feature. When the donor provider receives the porting request, the 10-Digit trigger shall be applied to the Subscriber's line at least 24 hours prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber. Alternatively, when an activation notice is sent to an NPAC to trigger a broadcast to service provider databases, the donor switch shall have its translations changed to disconnect the subscriber's line within fifteen (15) minutes of the donor network Local SMS's having received the broadcast.

4. Requirements for INP and NP

4.1 White and Yellow Page Listings. GTE shall provide and maintain for MCIm one (1) white page and one (1) yellow page (if applicable) listing for each MCIm subscriber that has ported its number from GTE, consistent with that specified for Provisioning in this agreement. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by GTE to its own subscribers.

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4.2 INP Cut-Over Process

4.2.1 For each group of ported numbers, GTE shall implement the disconnects and switch translations within 20 minutes of the time mutually agreed to by the parties.

4.2.2 If GTE has automated this process, GTE shall schedule a mechanized update of disconnects and switch translations to occur at the MCIm-requested cut-over time (frame due time) or as soon thereafter as possible. Such updates will be available seven (7) days a week, twenty-four (24) hours a day. GTE shall provide an Operations contact whom MCIm can reach in the event manual intervention is needed to complete the cutover. In the event GTE automates the INP cut-over process, the manual intervention procedures shall be mutually agreed by the Parties.

4.3 When a subscriber ports to another service provider utilizing INP and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

4.4 Installation Intervals. GTE shall install INP within an interval of five (5) days from a receipt of a service order.

4.5 NP Cut-Over Process. GTE shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, updating its network element translations within five (5) minutes following notification by the industry SMS and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers, provided, however, that applicable industry standards shall supersede these criteria when, and if, such criteria become inconsistent with such industry standards.

4.6 Call Referral Announcements. GTE shall allow MCIm to (1) order call referral announcements, and (2) specify the particular announcement from GTE's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIm has ported from GTE to MCIm. Such announcements will provide the new telephone number of the customer. Such announcements will also provide for the same length of time that GTE provides referral information for its customers that have changed telephone numbers.

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4.7 Testing. GTE and MCIIm shall cooperate in conducting MCIIm's testing to ensure interconnectivity between systems. GTE shall inform MCIIm of any system updates that it reasonably believes may affect the MCIIm network and GTE shall, at MCIIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.8 Engineering and Maintenance. GTE and MCIIm will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by GTE to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.9 Recording and Billing.

4.9.1 GTE shall provide MCIIm with accurate billing and subscriber account information for MCIIm subscribers whose numbers have been ported.

4.9.2 Calls originated from RCF ported numbers in GTE end-offices which are SS7 capable and sent to IXCs must signal the shadow number in the Calling Party Number (CPN) parameter and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

4.9.2.1 GTE shall allow MCIIm to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as set forth in Article V, Section 3.2.2.8 and Article VII, Section 5.15.

4.9.2.2 GTE shall maintain entries for the ported and the phantom numbers as set forth in Article VI, Section 12.4.

4.9.3 *GTE shall provide MCIIm with the necessary information to permit MCIIm to issue a bill for access directly to an IXC which sends a call to the GTE network which is then connected and terminated through the MCIIm network using INP.*

4.9.4 GTE shall provide NP in accordance with all industry standards and state and national level industry agreements.

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ARTICLE XII

[THIS ARTICLE IS RESERVED]

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ARTICLE XIII

SECURITY

1. Physical Security. Each Party shall exercise the same degree of care that it provides itself with respect to the other's property and collocation space to prevent harm or damage to the other's employees, agents or subscribers, or their property. Without limiting the foregoing, each Party agrees that the following additional terms and conditions shall apply in addition to the terms of the Texas tariff:

1.1 The Parties shall establish procedures for access to collocation cages by GTE and non-GTE personnel, MCIIm and non-MCIIm personnel, and shall not allow access by security guards unless such access comports with this Article XIII.

1.2 GTE shall ensure that the area which houses MCIIm's equipment is adequately secured and monitored to prevent unauthorized entry. Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring MCIIm collocation space provided by GTE shall also be connected to a manned site. MCIIm may, at its option, provide its own intrusion alarms for its collocation space.

1.3 GTE shall retain a master key to MCIIm's collocation space for use only in event of emergency. At MCIIm's option, the Parties shall review key control procedures no more frequently than once in any twelve (12) month period. At any time, MCIIm may elect to change locks if it suspects key control has been lost, provided, however, that GTE will be provided with a master key.

1.4 GTE shall provide notification to designated MCIIm personnel to indicate actual or attempted security breach as soon as GTE becomes aware of such breach.

1.5 Collocation space shall comply with all applicable fire and safety codes.

1.6 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.

1.7 GTE shall allow MCIIm to inspect or observe spaces which house or contain MCIIm equipment or equipment enclosures at any time and to furnish MCIIm with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCIIm space. Not more frequently than once a year, MCIIm may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space.

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1.8 The Parties shall furnish to each other a current written list of employees who are authorized to enter spaces which house or contain MCIm equipment or equipment enclosures, including caged areas, authorized with each other's current facsimiles of the identifying credentials to be carried by such persons. The Parties shall use reasonable efforts to ensure that the lists are regularly updated.

1.9 The Parties shall at all times comply with each other's security and safety procedures and requirements, including but not limited to sign-in, identification, and escort requirements while in spaces which house or contain MCIm equipment or equipment enclosures and ensure compliance with each other's physical security guidelines.

2. Network Security

2.1 GTE shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a GTE system failure or emergency.

2.2 GTE shall install, to the same extent utilized by GTE, controls to (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) protect subscriber proprietary information; and (iii) ensure both ongoing operational and update integrity.

2.3 GTE shall provide Network Security (i) ensuring that all MCIm-approved systems and modem access are secured through security devices such as GTE utilizes for itself; and (ii) ensuring that access to or connection with a network element are established through MCIm security-approved networks or gateways and as GTE utilizes for itself. MCIm will be responsible for any additional logical security controls to network elements and will comply with GTE security standards.

2.4 Each Party agrees to comply with the other's procedure for protection of electronic information assets, except where incompatible. The Parties will meet at mutually agreed times to review and address network integrity issues.

3. Law Enforcement Interface

3.1 GTE shall provide seven (7) 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 MCIm.

3.2 GTE agrees to work jointly with MCIm in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for MCIm end-users will be billed to MCIm.

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

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APPENDIX A

SERVICE MATRIX

Service Location (identified by tandem serving area)	POI (Identified by CLLI code)	Services (identified by _____)
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Appendix A

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APPENDIX B

INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT

BETWEEN

GTE Southwest Incorporated

AND MCImetro Access Transmission Services, Inc.

AMENDMENT NO. _____

THIS AMENDMENT is made effective as of _____, 199____, by and between GTE _____ Incorporated ("**GTE**") and MCImetro _____ ("**MCI**"). GTE and MCI are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, Provider is providing to Customer and Customer is purchasing from Provider those Services described in that certain Interconnection, Telecommunications Services and Facilities Agreement for the State of _____ by and between GTE and MCI dated effective as of _____, 199____ (the "**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Amendment, the Parties agree as follows:

1. Additional Services [if applicable]

1.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following services under the terms and conditions set forth in the Agreement and within the service attachment listed below and attached to this Amendment:

Service Attachment _____ - _____

1.2 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, _____ is made a part of the Services provided under the Agreement and Service Attachment _____ shall be deemed to be a Service Attachment to the Agreement.

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1.3 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, Appendix A, Service Matrix, to the Agreement is hereby deleted and Appendix A, Service Matrix, to this Amendment is hereby inserted in lieu thereof to reflect the additional Services and related Service Locations.

2. Service Locations [if applicable]

2.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following Services in the following locations:

Service Location (identified by tandem <u>serving area</u>)	POI (identified by <u>CLLI code</u>)	Services (identified by Service <u>Attachment Number</u>)
--	---	--

2.2 As of the effective date of this Amendment, the locations set forth in Section 2.1 above shall be deemed Service Locations under the Agreement.

2.3 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, Appendix A, Service Matrix, to the Agreement is hereby deleted and Appendix A, Service Matrix, to this Amendment is hereby inserted in lieu thereof to reflect additional Service Locations.

3. Interpretation

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

4. Effect

Except as modified herein, the Agreement shall remain in full force and effect.

5. Authority

Appendix B - 2

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MCImetro-GTE Interconnection Agreement - Texas

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

6. Multiple Counterparts

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

7. No Offer

Submission of this Amendment for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Amendment will be effective only upon execution by both Provider and Customer.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates written below effective as of the date first above written.

MCImetro Access Transmission Services, Inc.

GTE Southwest Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix B - 3

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APPENDIX C

PRICE SCHEDULE

1. Services

1.1 Local Service Resale. The prices charged to MCIIm for Local Service shall be calculated using the avoided cost discount applicable in Texas, determined on the basis of the retail rate charged to subscribers for the telecommunications service requested. The interim wholesale discount shall be 22.99% off the applicable retail rate for all GTE services subject to resale. Those services identified in Article V, Section 2.2.1 will be available for resale without an avoided cost discount. This interim discount shall remain in effect until the Commission determines a permanent wholesale discount in accordance with the Act. Once determined, said wholesale discount shall apply instead of the interim discount for the remaining Term of this Agreement.

1.2 The prices shall be based on GTE's retail rates (including all promotions and contracts as described in Article V) applicable on the Effective Date, less the applicable discount. If GTE changes its retail rates after MCIIm executes this Agreement, the applicable discount shall be applied to the retail rates as changed.

1.2.1 Non-recurring Charges for Resale Services

1.2.1.1 Non-recurring charges are set forth in Attachment I of this Appendix C less the applicable wholesale discount.

1.2.1.2 Besides a "changeover" charge, GTE shall not charge any additional non-recurring charges to switch a customer from GTE to MCIIm. If a customer changes its service to MCIIm and orders services in addition to those supplied by its previous local service provider, GTE shall charge MCIIm the Subsequent Service Order Charge stated in Attachment I of this Appendix C and no other charges shall apply.

1.2.1.3 PIC change charges shall apply whenever the primary IXC selection for a resale customer is changed by MCIIm.

1.3 Unbundled Network Elements. The recurring and non-recurring prices charged to MCIIm for specific Network Elements are in Attachment I to this Appendix. The prices listed in this Appendix are interim only and are subject to change to conform with the rate for unbundled Network Elements and non-recurring charges as ordered by the Commission subsequent to the Effective Date of this Agreement. Once the Commission-determined prices are adopted, said prices will be substituted for the interim prices and shall apply for the remainder of the Term of this Agreement, unless otherwise changed by the Commission.

Appendix C-1

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1.4 Collocation. Interim rates for collocation are those contained in Attachment I to this Appendix C.

1.5 Interconnection Services. Terms and conditions of compensation for Interconnection Services are specified in Article IV and Appendix E. *The rate for reciprocal compensation when traffic is out-of-balance is that specified for local interconnection on Attachment I of this Appendix.*

1.6 Right of Way, Conduits and Pole Attachments. MCIIm shall pay GTE a fee, determined by a methodology consistent with 47 USC Section 224 and the FCC's regulations thereunder for placement of MCIIm's facilities in or on GTE's poles, conduits or rights of way. Such methodology is subject to change, by mutual agreement, in the event the FCC issues new rules or the Commission adopts rules setting forth a new methodology.

1.6.1 For non-recurring charges for make-ready and access to poles, ducts and conduits, the rates GTE charges Southwestern Bell shall be used. Until such rates are set the Parties shall negotiate a mutually acceptable charge.

1.7 Other Ancillary Services. The following prices also shall apply:

1.7.1 E911 Network Elements (when MCIIm orders this service as a facilities-based carrier): GTE's transport and termination rates, if applicable, shall apply as set forth in Attachment I to this Appendix C.

1.7.2 INP: Unless an FCC or Commission order establishes a different cost recovery mechanism, each party shall bear its own costs of implementing INP methods.

1.7.3 Access Tariffs: References to GTE's switched and special access tariff rates or service shall mean those rates and services contained in GTE's intrastate or interstate access tariffs, as applicable.

1.7.4 Operator transfer service: MCIIm may purchase GTE's operator transfer service at the rates specified in GTE's applicable tariff, where the Parties have agreed that GTE will provide operator transfer service to MCIIm.

1.8 To Be Determined Rates. Numerous provisions in this Agreement and its Appendices refer to prices or pricing principles set forth in Appendix C. If a provision references prices in Appendix C or if a provision specifically refers to a price or prices or to provision at cost, but does not reference Appendix C, and there are no corresponding prices already set forth in Appendix C for such item, such price shall be considered "To Be Determined" (TBD). With respect to TBD prices, prior to MCIIm ordering any such TBD item or its analog, the Parties shall meet and confer to establish an interim price. Upon MCIIm's

Appendix C-2

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request, GTE shall provide, where available, an interim cost study for the requested TBD item consistent with the TSLRIC principles and methods adopted by the Commission and in the Award. 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 or other Network Element 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 MCIm to GTE, or any overpayment refunded by GTE to MCIm, within forty-five (45) days after the establishment of the price by the Commission.

2. Terms and Conditions. *These rates shall remain in effect until the Commission determines different rates in any proceeding subsequent to the Effective Date of this Agreement. Once so determined by the Commission, said different rates shall apply instead of the rates set forth herein for the remaining Term of this Agreement. For the Network Elements enumerated in Attachment I, the interim rates are those specified in such Attachment and there shall be not additional charges for such network elements.*

Appendix C-3

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ATTACHMENT I

to

APPENDIX C

Prices for Unbundled Network Elements

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

The Parties join in the charges in this Appendix for the sole purpose of compliance with the Award. The Parties may propose different charges in their comments on the conformed Agreement.

ATTACHMENT I - Unbundled Network Elements and Non-Recurring Charges

Appendix C-4

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**PRICING ATTACHMENT I
APPENDIX C**

1. UNBUNDLED LOOP	
2-Wire Loops, per month	\$25.49
4-Wire Loops, per month	\$36.53
<i>Specially Conditioned Loops</i>	TBD
Loop Concentrator/Multiplexer	TBD
Feeder	TBD
Distribution	TBD
2. NETWORK INTERFACE DEVICE	
Basic NID, per line, per month	\$1.44
12x NID, per line, per month	\$2.04
3. LOCAL SWITCHING	
2-Wire Port, per month	\$4.28
DS-1 Port, per month	\$81.15
End Office Switching, per MOU	\$0.004085154
4. TANDEM SWITCHING	
Tandem Switching, per avg. MOU	\$0.001041118
5. INTEROFFICE TRANSMISSION	
<i>Common Transport</i>	
Transport termination, per termination per MOU	\$0.000071525
Transport Facility per MOU per mile	\$0.00000221
<i>Dedicated Transport</i>	
DS0 / Voice Grade Facility per Air-Line-Mile, per month	\$2.60
DS1 Facility per Air-Line-Mile, per month	\$0.97
DS1 per Termination, per month	\$31.02
DS3 facility per Air-line-Mile, per month	\$24.50
DS3 per termination, per month	\$315.90
<i>Multiplexing</i>	
DS1 to Voice MUX, per month	
DS3 to DS1 MUX, per month	

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6. SIGNALING SYSTEM (SS7)	
STP Port, per port/month	\$345.26
56 Kbps Link, per link per month	\$105.02
DS-1 Link, per link per month	\$182.22
<i>Database Usage</i>	
LIBD, per query	\$0.040705
LIBD Transport, per query	\$0.0053498
800, per query	\$0.011533471
Signal Control Point, per termination	TBD
7. OPERATOR SERVICES & DA	
Directory Assistance, per line per month	\$0.1252
Operator Services, per line per month	\$0.1252
8. LOCAL INTERCONNECTION	
Traffic in Balance	Bill and Keep
Traffic out of Balance +/- 10%, per MOU (Article IV, § 3.4)(note 1)	
9. COLLOCATION	
<i>EISCC (Cross-Connect Jumper)</i>	
DSO, per month	\$1.32
DS1, per month	\$3.24
DS3, per month	\$24.06
Collocation, other	TBD
Physical engineering fee per request	\$6,113.89
Simple building modification per office	\$16,770.46
Moderate building modification per office	\$21,857.00
Complex building modification per office	\$29,307.60
DC power per 40 AMPs	\$3,800.68
Cable pull per 12 fibers	\$1,167.65
Cage enclosure per cage	\$4,889.25
Partitioned space per square foot per month	\$3.37
DC power per 40 AMPs per month	\$548.80
Cable space per 12 fibers per month	\$26.19

Appendix C-6

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10. DARK FIBER	
24-Strand Cable, per foot per month	\$0.071691 per cable or \$0.002987 per fiber
48-Strand Cable, per foot per month	\$0.091288 per cable or \$0.001902 per fiber
11. SERVICE PROVIDER NUMBER PORTABILITY	
SPNP, per number ported (note 1)	\$10.50
12. NONRECURRING CHARGES	
12.1 UNBUNDLED SERVICES	
<i>Service Ordering (loop or port)</i>	
Initial Service Order, per order	\$47.25
Transfer of Services Charge, per order	\$16.00
Subsequent Service Order, per order	\$24.00
Customer Service Record Search, per request	\$5.25
<i>Installation</i>	
Unbundled Loop, per loop	\$11.00
Unbundled Port, per port	\$11.00
Outside Facility Connection Charge, per order (note 2)	\$64.00
12.2 RESALE SERVICES (note 3)	
Initial Service Order, per order	\$41.50
Changeover Service Order Charge	\$24.00
Subsequent Service Order, per order	\$24.00
Installation, Per Line	\$27.00
Outside Facility Connection Charge, per order (note 1)	
PIC Change Charge	\$4.48
13. Billing and Recording	
TBD	

(note 1) The Parties were unable to determine the applicable charge so ordered by the Commission. Upon instruction from the Commission the Parties shall agree to that charge.

(note 2) The Outside Facility Connection Charge will apply when field work is required for establishment of new resale service. The terms, conditions and rules that apply for this work are described in GTE's retail local service tariffs.

(note 3) The Parties were unable to determine the specific rates ordered by the Commission.

Appendix C-7

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APPENDIX D

**ACCESS SERVICE COORDINATION FOR JOINTLY
PROVIDED ACCESS SERVICE**

This Appendix sets forth the terms and conditions regarding Access Service Coordination for Jointly Provided Access Services. Both GTE and MCIm will herein be referred to as Local Exchange Carriers.

SECTION I

As recommended in the MECOB documents, both Local Exchange Carriers (LECs) recognize the need exists for one "overall" service coordinator in the joint provisioning of access services. They mutually agree that a single LEC will act as the Access Service Coordinator (ASC) and be the single point of contact for the Interexchange Carrier (IC) for access services. They further agree the ASC will perform the responsibilities defined in Section III.

SECTION II

**ACCESS SERVICE COORDINATION
DETERMINATION**

Under a meet point arrangement, the following Meet Point Provisioning Procedures will establish which LEC will serve as the overall Access Service Coordinator (ASC) and will identify the responsibilities of that ASC.

For Feature Groups (FGs) B, C, and D and Directory Assistance (DA), the LEC with the first point of switching will be the ASC. Per the FCC Tariffs, the first point of switching is defined as follows:

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“The term ‘First Point of Switching’ denotes the first Telephone Company location at which switching occurs on the terminating end of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises” (customer designated location).

For Feature Group A service, the LEC with the dial tone location will be the ASC.

For Special Access, and non-multiplexed Hi-Cap service, the LEC with the IC POT (Point of Termination) location will be the ASC.

When multiplexed Hi-Caps are provided, the company with the multiplexer location for the multiplexed circuit is the ASC. This includes any two-point circuits riding the multiplexed Hi-Cap facility.

For Wide Area Telecommunications Service (WATS), the LEC with the WATS service office will be the ASC.

For Multipoint Special Access, the LEC with the first bridge location will be the ASC.

For Jurisdictionally Interstate Service (JIS), (i.e., Cross Boundary and Contaminated Circuits where the transport portion of the service crosses a state line), the LEC serving the majority of access lines in the LATA will be the ASC.

All trouble reports should be reported to the ASC Company.

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SECTION III
RESPONSIBILITIES

The ASC will discharge all, but is not limited to, the responsibilities defined in this section in the performance of its duties.

For a given type of access service, the five areas of access responsibility (negotiation, design, installation, completion and maintenance) shall be under the control of a single ASC.

- A. Negotiation - Addresses the coordination of the Access Service Order (ASO) issuance, Firm Order Confirmation (FOC) issuance, assignment of service intervals, common circuit ID, etc.
- B. Design - The ASC will serve as the Engineering Control Office (ECO) and will design and engineer the overall access service, but must coordinate the exchange of engineering information with the other LECs and with the IC.
- C. Installation - The ASC will serve as the Maintenance Control Office (MCO) LEC and will coordinate testing and completion functions with the other LECs and with the IC.
- D. The ASC will coordinate a common completion/billing start date which will be utilized by all involved LECs.
- E. Maintenance - The ASC will serve as the point of contact for the customer/carrier for referral and clearing of reported trouble conditions. The ASC will coordinate with the other LECs any required joint testing.

The ASC will apply industry standards in all areas as recommended by the Exchange Carrier Standards Association (ECSA). The ASC will also be guided by recommendations from the OBF, NOF and GTE guidelines for meet point provisioning.

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If the previously defined ASC responsibilities are not discharged by the other Exchange Carrier in accordance with the previous paragraph, the ASC function will default to GTE.

APPENDIX E

**RECIPROCAL COMPENSATION FOR CALL TERMINATION
FOR RESALE AND IN CASES WHERE MCIm PURCHASES
GTE'S UNBUNDLED SWITCHING**

1. Reciprocal compensation does not apply in a resale environment.
2. The following compensation terms with prices, as specified in Appendix C, shall apply in all cases where MCIm purchases GTE's unbundled Local Switching:

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

2.1.1 Originated by MCIm's customer and completed to a GTE customer:

2.1.1.1 one Local Switching charge will apply to MCIm.

2.1.2 Originated by MCIm's customer and completed to the customer of a third party LEC (not affiliated with MCIm) using GTE's unbundled Local Switching:

2.1.2.1 one Local Switching charge will apply to MCIm.

2.1.3 Originated by MCIm's customer and completed to another of MCIm's customers using GTE's unbundled Local Switching:

2.1.3.1 one Local Switching charge will apply to MCIm.

2.1.4 Originated by a GTE customer and terminated to a MCIm customer using GTE's unbundled Local Switching.

2.1.4.1 No Local Switching charge will apply.

2.1.5 Originated by the customer of a third party LEC (not affiliated with MCIm) using GTE's unbundled Local Switching and terminated to MCIm's customers using GTE's unbundled Local Switching.

2.1.5.1 No Local Switching charge will apply to MCIm.

2.2 For Local inter-switch calls where MCIm has purchased GTE's unbundled Local Switching charges will apply to as described below where the call is:

2.2.1 Originated from MCIIm's end-user customer using GTE's unbundled Local Switching and completed to a GTE customer.

2.2.1.1 one Local Switching charge at the originating office will apply to MCIIm.

2.2.1.2 Common Transport charges will apply to MCIIm when MCIIm uses GTE's transport. If MCIIm arranges for the transport, no transport charge will apply to MCIIm and Common Transport charges will apply to GTE.

2.2.1.3 (For call termination) One Call termination charge will apply to MCIIm.

2.2.2 Originated from MCIIm's customer using GTE's unbundled Local Switching and completed to a third party LEC (not affiliated with MCIIm) customer using GTE's unbundled Local Switching.

2.2.2.1 One Local Switching charge at the originating office will apply to MCIIm.

2.2.2.2 Common Transport charges will apply when MCIIm uses GTE's transport. If MCIIm or the third party arranges for the transport, no transport will apply to MCIIm.

2.2.3 Originated from MCIIm's customer using GTE's unbundled Local Switching and completed to the interconnected network of a third party LEC (not affiliated with MCIIm).

2.2.3.1 One Local Switching charge at the originating office will apply to MCIIm.

2.2.3.2 Common Transport charges will apply to MCIIm when MCIIm uses GTE's transport, and mileage shall be measured between the originating office and the IP of the third party's network. If MCIIm or the third party arranges for the transport, no transport will apply to MCIIm.

2.2.4 Originated from MCIIm's customer using GTE's unbundled Local Switching and completed to MCIIm's customer using GTE's unbundled Local Switching.

2.2.4.1 One Local Switching charge at the originating office will apply to MCIIm.

2.2.4.2 Common Transport charges will apply to MCIm when MCIm uses GTE's transport. If MCIm arranges for the transport, no transport will apply to MCIm.

2.2.4.3 One Local Switching charge at the terminating office will apply to MCIm.

2.2.5 Originated by a GTE customer and terminated to MCIm's customer using GTE's unbundled Local Switching.

2.2.5.1 One Local Switching Charge at the terminating office will apply to MCIm. If MCIm arranges for the transport, common transport charges will apply to GTE.

2.2.5.2 One Call termination charge will apply to GTE.

2.2.6 Originated by a customer of a third party LEC (not affiliated with MCIm) using GTE's unbundled Local Switching and terminated to MCIm's customer using GTE's unbundled Local Switching.

2.2.6.1 One Local Switching charge at the terminating office will apply to MCIm.

2.2.7 Originated by a customer on the interconnected network of a third party LEC (not affiliated with MCIm) and terminated to MCIm's customer using GTE's unbundled Local Switching.

2.2.7.1 One Local Switching charge at the terminating office will apply to MCIm.

2.3 For intraLATA toll calls where MCIm has purchased GTE's unbundled Local Switching, charges will apply as follows:

2.3.1 Originated by MCIm's customer and completed to a GTE customer.

2.3.1.1 One Local Switching charge at the originating office will apply.

2.3.1.2 Common Transport charges between the two offices will apply to MCIm when MCIm uses GTE's transport. If MCIm arranges for the transport, no transport charge will apply to MCIm, and Common Transport charges will apply to GTE.

2.3.1.3 One GTE intrastate switched access local switching charge at the terminating office will apply to MCIm.

2.3.2 Originated by MCIm's customer using GTE's unbundled local switching and completed to the customer of a third party LEC (not affiliated with MCIm) using GTE's unbundled Local Switching in a distant end office.

2.3.2.1 One Local Switching charge at the originating office will apply to MCIm.

2.3.2.2 Common Transport charges between the two offices will apply to MCIm when MCIm uses GTE's transport. If MCIm arranges for the transport, no transport charge will apply to MCIm, and Common Transport charges will apply to GTE.

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

2.3.3.1 One Local Switching charge at the originating office will apply to MCIm.

2.3.3.2 Common Transport charges will apply to MCIm when MCIm uses GTE's transport, and mileage shall be measured between the originating office and the IP of the third party's network. If MCIm or the third party arranges for the transport, no Transport Charge will apply to MCIm.

2.3.4 Originated by MCIm's customer using GTE's unbundled local switching and completed to another of MCIm's customer using GTE's unbundled local switching.

2.3.4.1 One Local Switching charge at the originating office will apply to MCIm.

2.3.4.2 Common transport charges will apply to MCIm when MCIm uses GTE's transport. If MCIm arranges for the transport, no transport charge will apply to MCIm.

2.3.4.3 One Local Switching charge at the terminating office will apply to MCIm.

2.3.5 Originated by a GTE customer and terminated to MCIm's customer using GTE's unbundled Local Switching.

2.3.5.1 One Local Switching charge at the terminating office will apply to MCIm. If MCIm arranges for the transport, common Transport Charges will apply to GTE.

2.3.5.2 One GTE intrastate switched access local switching charge at the terminating office will apply to GTE.

2.3.6 Originated by the customer of a third party LEC (not affiliated with MCIm) using GTE's unbundled Local Switching in a distant end office and terminated to MCIm's customer using GTE's unbundled Local Switching.

2.3.6.1 One Local Switching charge at the terminating office will apply to MCIm.

2.3.7 Originated by a customer on the network of a third party LEC (not affiliated with MCIm) interconnected with GTE's network and terminated to MCIm's customer using GTE's unbundled Local Switching.

2.3.7.1 One Local Switching charge at the terminating office will apply to MCIm.

2.4 For intrastate Switched Access calls where MCIm is using GTE's unbundled Local Switching for calls originated to or terminated from an IXC for completion:

2.4.1 For calls originated from MCIm's customer an IXC.

2.4.1.1 One Local Switching charge at the originating office.

2.4.2 For calls terminating to MCIm's end-user customer using GTE's unbundled local switching from MCIm's own IXC switch (or that of an affiliate) for completion.

2.4.2.1 One Local Switching charge at the terminating office will apply to MCIm.

2.4.3 For calls terminating to MCIm's customer using GTE's unbundled local switching from an IXC switch not affiliated with MCIm.

2.4.3.1 One Local Switching charge at the terminating office will apply to MCIm.

2.5 For interstate Switched Access calls where MCIm is using GTE's unbundled Local Switching for calls originated to or terminated from an IXC.

2.5.1 For calls originated from MCIm's customer using GTE's unbundled local switching to an IXC.

2.5.1.1 One Local Switching charge at the originating office will apply to MCIm.

2.5.2 For calls terminating to MCIm's customer using GTE's unbundled local switching from an IXC switch.

2.5.2.1 One Local Switching charge at the terminating office will apply to MCIm.