

ORIGINAL



Marceil Morrell*
Assistant Vice President &-
Associate General Counsel-East Area

Anthony P. Gillman*
Assistant General Counsel

Florida Region Counsel**
Kimberly Caswell
M. Eric Edgington
Ernesto Mayor, Jr.
Elizabeth Biemer Sanchez

* Certified in Florida as Authorized House Counsel
** Licensed in Florida

GTE SERVICE CORPORATION

One Tampa City Center
201 North Franklin Street (33602)
Post Office Box 110, FLTC0007
Tampa, Florida 33601-0110
813-483-2606
813-204-8870 (Facsimile)

July 14, 1998

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

980892-TP

Re: Docket No.
Petition for Approval of Interconnection, Resale and Unbundling Agreement

Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of Interconnection, Resale and Unbundling Agreement with KMC Telecom II, Inc. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

for Kimberly Caswell

KC:tas
Enclosures

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Interconnection,)
Resale and Unbundling Agreement between)
GTE Florida Incorporated and)
KMC Telecom II, Inc.)
_____)

Docket No.
Filed: July 14, 1998

**PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL OF
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT WITH
KMC TELECOM II, INC.**

GTE Florida Incorporated (GTE) files this petition before the Florida Public Service Commission (Commission) seeking approval of an interconnection, resale and unbundling agreement which GTE has entered with KMC Telecom II, Inc. (KMC). In support of this petition, GTE states:

1. The United States Congress recently passed legislation amending the Communications Act of 1934. This act, referred to as the Telecommunications Act of 1996, requires that any "interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." *Telecommunications Act of 1996, §252(e)*.

2. Under the federal act, interconnection/resale agreements can be rejected by the state commission only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity.

DOCUMENT NUMBER-DATE

07424 JUL 14 98

FPSC RECORDS/REPORTING

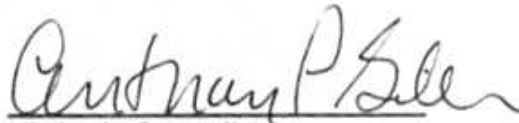
3. The agreement with KMC (attached hereto as Attachment A) does not discriminate against other similarly situated carriers and is also consistent with the public interest, convenience and necessity. As such, GTE seeks approval of the agreement from the Commission as required under the federal statutory provisions noted above.

4. This agreement shall be effective as of the date filed with the Commission.

WHEREFORE, GTE respectfully requests that the Commission approve the attached interconnection, resale and unbundling agreement entered with KMC and that GTE be granted all other relief proper under the circumstances.

Respectfully submitted on July 14, 1998.

By:



Kimberly Caswell

Anthony P. Gillman

P. O. Box 110, FLTC0007

Tampa, Florida 33601-0110

Telephone No. (813) 483-2617

Attorneys for GTE Florida Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of Interconnection, Resale and Unbundling Agreement with KMC Telecom II, Inc. was sent via overnight delivery on July 13, 1998 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

KMC Telecom II, Inc.
Attention: Michael Sternberg
President and CEO
1545 Route 205, Suite 300
Bedminster, NJ 07921

Eric Branfman, Esq.
Swidler & Berlin
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116


for Kimberly Caswell

INTERCONNECTION, RESALE, and UNBUNDLING AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

KMC TELECOM II, INC.

TABLE OF CONTENTS

ARTICLE I	
SCOPE AND INTENT OF AGREEMENT	I-1
ARTICLE II	
DEFINITIONS	II-1
1. <u>General Definitions</u>	II-1
Access Service Request	II-1
Act	II-1
Affiliate	II-1
AMA	II-1
Applicable Law	II-1
Automatic Location Identification/Data Management System (ALI/DMS)	II-1
Automatic Number Identification	II-1
Bellcore	II-1
Bill-and-Keep Arrangement	II-1
Business Day	II-1
Central Office Switch	II-1
CLLI Codes	II-2
Commission	II-2
Common Channel Signaling	II-2
Competitive Local Exchange Carrier	II-2
Compliance	II-2
Conduit	II-2
DS-1	II-2
DS-3	II-2
Electronic File Transfer	II-2
E-911 Service	II-2
Exchange Message Record	II-2
Exchange Service	II-2
EIS	II-2
Facility	II-3
FCC	II-3
Guide	II-3
Interconnection	II-3
Interconnection Point	II-3
Interim Number Portability (INP)	II-3
IXC	II-3
ISDN	II-3
ISUP	II-3
Line Information Data Base (LIDB)	II-3
Line Side	II-3
Local Exchange Carrier	II-3
Local Exchange Routing Guide	II-3
Number Portability	II-4
Local Service Request	II-4
Local Traffic	II-4
MDF	II-4
Meet-Point Billing	II-4
MECAB	II-4
MECOD	II-4
Mid-Span Fiber Meet	II-4
NANP	II-4
Network Element	II-4

NID	II-5
911 Service	II-5
Numbering Plan Area	II-5
NXX	II-5
Owner and Operator	II-5
POI	II-5
Provider	II-5
PSAP	II-5
Rate Center	II-5
Real Time	II-5
Routing Point	II-5
Service Control Point	II-6
Service Switching Point	II-6
Signaling Point	II-6
Signaling System 7	II-6
Signal Transfer Point	II-6
Subsidiary	II-6
Synchronous Optical Network	II-6
Switched Access Service	II-6
Telecommunications Services	II-6
Trunk Side	II-6
Undefined Terms	II-6
Vertical Features	II-6
Wire Center	II-7

ARTICLE III

GENERAL PROVISIONS	III-1
1. <u>Scope of General Provisions</u>	III-1
2. <u>Term and Termination</u>	III-1
2.1 <u>Term</u>	III-1
2.2 <u>Post-Termination Arrangements</u>	III-1
2.3 <u>Termination Upon Default</u>	III-1
2.4 <u>Liability upon Termination</u>	III-1
3. <u>Amendments</u>	III-1
4. <u>Assignment</u>	III-1
5. <u>Authority</u>	III-1
6. <u>Billing and Payment</u>	III-2
6.1 <u>Dispute</u>	III-2
6.2 <u>Late Payment Charge</u>	III-2
6.3 <u>Taxes</u>	III-2
6.4 <u>Due Date</u>	III-2
6.5 <u>Audit Rights</u>	III-2
7. <u>Binding Effect</u>	III-2
8. <u>Compliance with Laws and Regulations</u>	III-2
9. <u>Confidential Information</u>	III-2
9.1 <u>Identification</u>	III-2
9.2 <u>Handling</u>	III-2
9.3 <u>Exceptions</u>	III-3
9.4 <u>Survival</u>	III-3

9.5	<u>Non-Disclosure</u>	III-3
10.	<u>Good Faith Performance</u>	III-3
11.	<u>Cooperation on Fraud Minimization</u>	III-3
12.	<u>Dispute Resolution</u>	III-3
12.1	<u>Alternative to Litigation</u>	III-3
12.2	<u>Negotiations</u>	III-4
12.3	<u>Arbitration</u>	III-4
12.4	<u>Expedited Arbitration Procedures</u>	III-4
12.5	<u>Costs</u>	III-4
12.6	<u>Continuous Service</u>	III-4
13.	<u>Entire Agreement</u>	III-5
14.	<u>Expenses</u>	III-5
15.	<u>Force Majeure</u>	III-5
16.	<u>Governing Law</u>	III-5
17.	<u>Headings</u>	III-5
18.	<u>Independent Contractor Relationship</u>	III-5
19.	<u>Limitation of Liability and Indemnity</u>	III-5
19.1	<u>Indemnification</u>	III-5
19.2	<u>End User and Content-Related Claims</u>	III-6
19.3	<u>DISCLAIMER</u>	III-6
19.4	<u>Limitation of Liability</u>	III-6
19.5	<u>Intellectual Property</u>	III-6
20.	<u>Multiple Counterparts</u>	III-7
21.	<u>No Offer</u>	III-7
22.	<u>No Third Party Beneficiaries</u>	III-7
23.	<u>Notices</u>	III-7
24.	<u>Protection</u>	III-7
24.1	<u>Impairment of Service</u>	III-7
24.2	<u>Resolution</u>	III-8
25.	<u>Publicity</u>	III-8
26.	<u>Regulatory Agency Control</u>	III-8
27.	<u>Regulatory Matters</u>	III-8
28.	<u>Rule of Construction</u>	III-8
29.	<u>Section References</u>	III-8
30.	<u>Service Standards</u>	III-8
31.	<u>Severability</u>	III-9

32.	<u>Standard Practices</u>	III-9
33.	<u>Subcontractors</u>	III-9
34.	<u>Subsequent Law</u>	III-9
35.	<u>Taxes</u>	III-9
36.	<u>Trademarks and Trade Names</u>	III-9
37.	<u>Waiver</u>	III-9
38.	<u>Effective Date</u>	III-9
39.	<u>Environmental Responsibility</u>	III-10
40.	<u>TBD Prices</u>	III-10
40.	<u>Amendment of Certain Rates, Terms and Conditions</u>	III-11
 ARTICLE IV		
	<u>INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC</u>	IV-1
1.	<u>Services Covered by This Article</u>	IV-1
1.1	<u>Types of Services</u>	IV-1
1.2	<u>Service Locations for Interconnection Services and Facilities</u>	IV-1
1.3	<u>Additional Services or Service Locations</u>	IV-1
2.	<u>Billing and Rates</u>	IV-1
2.1	<u>Rates and Charges</u>	IV-1
2.2	<u>Billing</u>	IV-1
3.	<u>Transport and Termination of Traffic</u>	IV-1
3.1	<u>Types of Traffic</u>	IV-1
3.2	<u>Audits</u>	IV-1
3.3	<u>Compensation For Exchange Of Traffic</u>	IV-1
3.3.1	<u>Mutual Compensation</u>	IV-2
3.3.2	<u>Bill-and-Keep</u>	IV-2
3.3.3	<u>Sharing of Access Charges on Calls to Ported Numbers</u>	IV-2
3.3.4	<u>Reciprocal Compensation Arrangements for Call Termination</u>	IV-2
3.4	<u>Tandem Switching Services</u>	IV-3
3.5	<u>Inter-Tandem Switching</u>	IV-3
4.	<u>Direct Network Interconnection</u>	IV-3
4.1	<u>Network Interconnection Architecture</u>	IV-3
4.2	<u>Compensation</u>	IV-4
4.3	<u>Trunking Requirements</u>	IV-4
5.	<u>Indirect Network Interconnection</u>	IV-5
6.	<u>Number Resources</u>	IV-5
6.1	<u>Number Assignment</u>	IV-5
6.2	<u>Rate Centers</u>	IV-5
6.3	<u>Routing Points</u>	IV-5
6.4	<u>Code Administration</u>	IV-5
6.5	<u>Programming Switches</u>	IV-6

7.	<u>Interim Number Portability (INP)</u>	IV-6
8.	<u>Meet-Point Billing</u>	IV-6
8.1	<u>Meet-Point Billing Arrangements</u>	IV-6
8.2	<u>Billing</u>	IV-7
9.	<u>Common Channel Signaling</u>	IV-7
9.1	<u>Service Description</u>	IV-7
9.2	<u>Signaling Parameters</u>	IV-7
9.3	<u>Privacy Indicators</u>	IV-7
9.4	<u>Connection Through STP</u>	IV-7
9.5	<u>Third Party Signaling Providers</u>	IV-7
9.6	<u>Multi-Frequency Signaling</u>	IV-8

ARTICLE V

	<u>RESALE OF SERVICES</u>	V-1
1.	<u>General</u>	V-1
2.	<u>Terms and Conditions</u>	V-1
2.1	<u>Quality and Performance</u>	V-1
2.2	<u>Restrictions on Resale</u>	V-1
2.3	<u>Restrictions on Discount of Retail Services</u>	V-1
2.4	<u>Resale to Other Carriers</u>	V-1
3.	<u>Ordering and Billing</u>	V-1
3.1	<u>Local Service Request</u>	V-2
3.2	<u>Certificate of Operating Authority</u>	V-2
3.3	<u>Letter of Authorization</u>	V-2
3.4	<u>Services Ordered</u>	V-2
3.5	<u>Nonrecurring Charges</u>	V-2
3.6	<u>Transfers Between KMC and Another Reseller of GTE Services</u>	V-2
3.7	<u>Responsibility for Payment</u>	V-2
3.8	<u>Fraud</u>	V-2
3.9	<u>Local Calling Detail</u>	V-2
3.10	<u>Customer Contact and Referral</u>	V-2
3.11	<u>Procedures</u>	V-2
4.	<u>Maintenance</u>	V-2
4.1	<u>Maintenance, Testing and Repair</u>	V-2
4.2	<u>Specifics and Procedures for Maintenance</u>	V-3
5.	<u>Services Available for Resale</u>	V-3
5.1	<u>Description of Local Exchange Services Available for Resale</u>	V-3
5.2	<u>List of Services Available for Resale</u>	V-3
5.3	<u>Rates</u>	V-3
5.4	<u>Non-Recurring Charges</u>	V-4
5.5	<u>Grandfathered Services</u>	V-4
5.6	<u>ICB Services</u>	V-4
5.7	<u>Access</u>	V-4
5.8	<u>Operator Services (OS) and Directory Assistance (DA)</u>	V-4
6.	<u>Customized Routing</u>	V-4

ARTICLE VI

	<u>UNBUNDLED NETWORK ELEMENTS</u>	VI-1
1.	<u>General</u>	VI-1

Unbundled Network Elements	VI-1	-7
2.1 Categories	VI-1	-8
2.2 Prices	VI-1	
2.3 Interconnection to Unbundled Elements	VI-1	-8
2.4 Service Quality	VI-2	
Network Interface Device	VI-2	-8
3.1 Direct Connection	VI-2	
3.2 NID to NID Connection	VI-2	
3.3 Removal of Cable Pairs	VI-2	-8
3.4 Maintenance	VI-2	
Loop Elements	VI-2	-1
4.1 Service Description	VI-2	
4.2 Categories of Loops	VI-2	-1
4.3 Loops for Digital Services	VI-3	-1
4.4 Features, Functions, Attributes	VI-3	-1
4.5 Digital Loop Carrier	VI-3	
4.6 Unbundled Loop Facility Certification	VI-4	1
4.7 Unbundled Loop Facility Notification	VI-4	
4.8 Subloops	VI-5	1
Port and Local Switching Elements	VI-5	2
5.1 Port	VI-5	2
5.2 Ports Available as Unbundled Network Elements	VI-5	2
5.3 Port Prices	VI-5	2
5.4 Future Interfaces	VI-5	2
5.5 Local Switching	VI-6	2
5.6	VI-6	2
5.7	VI-6	
5.8	VI-6	2
Transport Facility	VI-6	3
6.1 Service Description	VI-6	3
6.2 Categories/Types	VI-6	3
SS7 Transport and Signaling	VI-6	
7.1	VI-6	3
LIDB Services	VI-6	4
Database 800-Type Services	VI-6	4
Data Switching	VI-6	4
10.1 Access	VI-6	
10.2 Nondiscrimination	VI-6	1
10.3 Interface	VI-6	
10.4 Testing, Monitoring, Administration and Maintenance	VI-7	
Digital Cross Connect System (DCS)	VI-7	1
11.1 Access	VI-7	1
11.2 Optional Characteristics	VI-7	
11.3 Alternate Provisioning	VI-7	1
11.4 Elements	VI-7	1
11.5 Capabilities	VI-7	1
11.6 Protection and Performance	VI-7	1
11.7 Provisioning, Administration and Maintenance	VI-7	

<u>Unauthorized Changes</u>	VIII-1	
3.1 <u>Procedures</u>	VIII-1	
3.2 <u>Option to Restrict Changes Without Evidence of Authorization</u>	VIII-2	-1
<u>Impact of Payment of Charges on Service</u>	VIII-2	-1
<u>Unlawful Use of Service</u>	VIII-2	
<u>Timing of Messages</u>	VIII-2	-1
<u>Procedures For Preordering, Ordering, Provisioning, Etc</u>	VIII-3	
 TITLE IX		-1
COLLOCATION	IX-1	
<u>Physical Collocation</u>	IX-1	
<u>Connection to Other Collocated Carriers</u>	IX-1	
 TITLE X		
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY	X-1	
 ENDIX A		
SERVICE MATRIX	A-1	
 ENDIX B		
INTERCONNECTION, TELECOMMUNICATIONS SERVICES AND FACILITIES AGREEMENT	B-1	
 ENDIX C		
RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC	C-1	
 ENDIX D		
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY	D-1	
 ENDIX E		
SERVICES AVAILABLE FOR RESALE	E-1	
 ENDIX F		
PRICES FOR UNBUNDLED ELEMENTS	F-1	
 ENDIX G		
OPERATIONS SUPPORT SYSTEM FUNCTIONS	G-1	
 ENDIX H		
RECIPROCAL COMPENSATION FOR CALL TERMINATION	H-1	
 ENDIX I		
PERFORMANCE MEASURES	I-1	
 APPENDIX J-1		
POLE ATTACHMENT AGREEMENT	J-1-1	
 ENDIX J-2		
POLE ATTACHMENT AGREEMENT	J-2-1	

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and KMC Telecom II, Inc., in its capacity as a certified provider of local dial-tone service ("KMC"), with its principal place of business at 1545 Route 205, Suite 300, Bedminster, New Jersey 07921 ("KMC") (GTE and KMC being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Florida (the "State").

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

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

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

WHEREAS, Section 251 and 252 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs and incumbent LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in LEC premises;

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

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 KMC 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 contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.
- 1.1 "Access Service Request" (ASR) means an industry standard form used by the Parties to add, establish, change or disconnect services or facilities as provided elsewhere in this Agreement for the purposes of Interconnection.
- 1.2 "Act" means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
- 1.3 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.4 "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.
- 1.5 "Applicable Law" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
- 1.6 "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call.
- 1.7 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.8 "Bellcore" means Bell Communications Research, Inc., or its successor or assign.
- 1.9 "Bill-and-Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the termination of traffic specified in this Agreement and whereby LECs and CLECs terminate local exchange traffic originating from end-users served by the networks of other LECs or CLECs without explicit charging among or between said carriers for such traffic exchange.
- 1.10 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.11 "Central Office Switch" means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between

and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

- 1.12 "CLLI Codes" means Common Language Location Identifier Codes.
- 1.13 "Commission" means the Florida Public Service Commission.
- 1.14 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.15 "Competitive Local Exchange Carrier" (CLEC) means KMC, as a company authorized to provide local exchange services in competition with an ILEC.
- 1.16 "Compliance with respect to environmental provisions" Environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.17 "Conduit" means a tube or protection device that may be used to house communication or electrical cables. Conduit may be used underground or above ground and may contain one or more inner ducts.
- 1.18 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.19 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.20 "Electronic File Transfer" refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.21 "E-911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.22 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, 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.
- 1.23 "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.24 "EIS" or "Expanded Interconnection Service" means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.

- 1.25 **"Facility"** All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person.
- 1.26 **"FCC"** means the Federal Communications Commission.
- 1.27 **"Guide"** means the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide has been provided to KMC.
- 1.28 **"Interconnection"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.29 **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.30 **"Interim Number Portability (INP)"** means, pending the availability on an industry-wide basis of long-term number portability, the delivery of LNP capabilities, with as little impairment of functioning, quality, reliability, and convenience as possible, through the use of (1) RCF, or (2) DID, or (3) such capabilities other than RCI or DID as may be provided in applicable tariffs.
- 1.31 **"IXC" or "Interexchange Carrier"** means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide long distance communications services.
- 1.32 **"ISDN" or "Integrated Services Digital Network"** means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.33 **"ISUP"** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.34 **"Line Information Data Base (LIDB)"** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.
- 1.35 **"Line Side"** refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.36 **"Local Exchange Carrier" or "LEC"** means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.37 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.38 **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope

arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."

- 1.39 **"Number Portability" or "Local Number Portability (LNP)"** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.40 **"Local Service Request" or "LSR"** is the form used to order resale and unbundled services. This form is part of the Guide, and may be updated from time-to-time by GTE and/or through industry forums (such as the Ordering and Billing Forum), and is required before services can be established.
- 1.41 **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."
- 1.42 **"MDF" or "Main Distribution Frame"** means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.43 **"Meet-Point Billing" or "MPB"** refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.44 **"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.
- 1.45 **"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.
- 1.46 **"Mid-Span Fiber Meet"** means an interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.47 **"NANP"** means the **"North American Numbering Plan"**, the system of telephone numbering employed in the United States and other countries comprising World Numbering Zone 1.
- 1.48 **"Network Element"** means a facility or equipment used in the provision of a telecommunications service. Network Element also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber

numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service

- 1.49 **"NID" or "Network Interface Device"** means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1.50 **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.51 **"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. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.52 **"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. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.53 **"Owner and Operator"** As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.54 **"POI"** means Point of Interconnection.
- 1.55 **"Provider"** means GTE and **"Customer"** means KMC 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. KMC shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by KMC pursuant to Article IV.
- 1.56 **"PSAP"** means Public Safety Answering Points.
- 1.57 **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXX's associated with the specific Rate Center.
- 1.58 **"Real Time"** means interactive system-to-system communications and response (note: the speed of interaction of the systems will necessarily depend upon accuracy of input and network capabilities), with the reporting on, or the recording of, the event as simultaneous with the occurrence of the event as the actual system permits.
- 1.59 **"Routing Point"** denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the

LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

- 1.60 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.61 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.62 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.63 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.64 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy.
- 1.65 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.66 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.67 "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 access and 900 access services.
- 1.68 "Telecommunications 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.
- 1.69 "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.70 "Undefined Terms" The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.71 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery

Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

- 1.72 **"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.

ARTICLE III GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced Article III, Section 37 of this Agreement and shall continue in force and in effect until the earlier of the following: (i) a new Agreement addressing all of the terms of this Agreement becomes effective between the Parties or (ii) six months after the expiration of the initial period of the Agreement. The Parties agree to commence negotiations on KMC's request, 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 initial two (2) year period after this Agreement becomes effective.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement..
 - 2.4 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

6. **Billing and Payment.** Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, KMC and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.
- 6.1 **Dispute.** If either Party disputes a billing statement, it shall notify the other Party in writing regarding the nature and the basis of the dispute within forty-five (45) calendar days of the statement date or the dispute shall be waived. Both Parties shall diligently work toward resolution of all billing issues.
- 6.2 **Late Payment Charge.** If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 6.3 **Taxes.** Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
- 6.4 **Due Date.** Payment is due 30 calendar days from the bill date or 20 calendar days from receipt of bill whichever is later.
- 6.5 **Audit Rights.** Each Party shall have a right to audit all bills and charges rendered by the other pursuant to this Agreement, verifying the accuracy of items according to the terms agreed to by the Parties, including but not limited to, the charges for services being provided on a wholesale basis pursuant to this Agreement, usage recording and provisioning, and nonrecurring charges. Such audits shall be subject to the same terms and conditions as set forth in Article IV, section 3.2.
7. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
8. **Compliance with Laws and Regulations.** Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
9. **Confidential Information.**
- 9.1 **Identification.** Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.
- 9.2 **Handling.** In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

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

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

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

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

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

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

9.5 Non-Disclosure. Any Confidential Information that was provided by either Party to the other during negotiations prior to the execution of this Agreement, and that was identified as Confidential at that time, shall be governed by this paragraph 9. This Agreement shall not replace any previous non-disclosure agreement between the Parties relating to such Information.

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

11. Cooperation on Fraud Minimization. KMC assumes responsibility for all fraud associated with its end user customers and accounts. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud correction, minimization and corrective procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party.

12. Dispute Resolution.

12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to arbitration over or the approval of this Agreement by the Commission and appeals therefrom, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, injunction

or declaration related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach; provided, however, that either Party may elect, before filing the claim or response in arbitration (as the case may be) to submit an otherwise arbitrable dispute to a Commission or court which would have jurisdiction were it not arbitrable.

12.2

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

12.3

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

12.4

Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 12.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

12.5

Costs. Each Party shall bear its own costs of these procedures. If a Party believes that a discovery request is unreasonable or unduly burdensome, it may seek protection from the Arbitrator, including in the form of cost reimbursement, rescheduling or limitation on same. The Parties shall equally split the fees of the arbitration and the arbitrator.

12.6

Continuous Service. Absent temporary or permanent injunctive relief, the Parties shall continue performing their obligations under this Agreement during the pendency of any dispute resolution procedure.

13. 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.
14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
15. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
16. Governing Law. Except to the extent governed by Federal law, this Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
17. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
18. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
19. Limitation of Liability and Indemnity.
- 19.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise.

thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 19.2 **End User and Content-Related Claims.** Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, unbundled network elements or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users. The provisions of this section 19.2 shall not exculpate Provider from judgment for liability arising out of its willful misconduct.
- 19.3 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 **Limitation of Liability.** Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which in Provider's case shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or Facilities for the time period during which the Services, Unbundled Network Elements or Facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that a Party may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while the Party shall use diligent efforts in this regard, the other Party acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis. The limit that applies to direct damages quoted above will not apply in cases of injury caused by a Party's willful misconduct, provided that all other provisions of this subparagraph 19.4 (including limitation to direct damages) will apply.
- 19.5 **Intellectual Property.** Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or

the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

20. 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.
21. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or service described herein. This Agreement will be effective only upon execution and delivery by both Parties.
22. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
23. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the date received if received before 5:00 p.m. (at the recipient's location) on a Business Day and which otherwise shall be effective on the next Business Day following the date of receipt. "Business Day" shall mean Monday through Friday, except for holidays on which the U. S. mail is not delivered. 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 South
 Attention: Regulatory Director
 201 N. Franklin Street
 One Tampa City Center
 MC: FLTC0616
 Tampa, Florida 33602
 Facsimile number: (813) 223-4888

If to KMC: KMC Telecom II, Inc.
 Attention: Michael Sternberg
 President and CEO
 KMC Telecom II, Inc.
 1545 Route 205
 Suite 300
 Bedminster, New Jersey 07921
 Facsimile number: (908) 719-8775

24. Protection.

- 24.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to 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").

- 24.2 Resolution. If either Party causes an impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.
25. Publicity. Each Party shall give the other at least 48 hours prior written notice of any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement. Each Party shall provide the other at least 24 hours prior written notice of a news release related to the execution, filing and approval of this Agreement.
26. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five business days after receipt by GTE of written notice of such approval. Such date shall become the "effective date" of this Agreement for all purposes. While awaiting Commission approval of this Agreement, each Party shall, in good faith, undertake such reasonable activities related to planning for and testing of services and facilities to be provided under this Agreement as may be appropriate to enable it to begin performing its obligations after approval is received.
27. Regulatory Matters. GTE shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. KMC shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to KMC Customers contemplated by this Agreement.
28. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
29. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
30. Service Standards.
- 30.1 The parties shall meet applicable quality of local service standards imposed by the Commission and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
- 30.2 GTE shall provide KMC with notice of any new or changed feature, functionality or price pertaining to pre-ordering, ordering/provisioning, maintenance and billing for "Services" necessary to ensure that KMC can provide retail local exchange services which are at least equal in quality to comparable GTE retail local exchange services.
- 30.3 The parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance. GTE will treat KMC in a nondiscriminatory manner equal to GTE's established business practice, e.g., GTE will advise KMC of any such network event resulting in blocked calls or lost features.

30.4 Performance Measures set forth in Appendix J shall apply under the terms and conditions set forth in that Appendix J.

31. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
32. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the Guide. KMC agrees that GTE may implement such practices to satisfy any GTE obligations under this Agreement. A copy has been provided to KMC via the Internet at <http://www.gte.com/CLECDocs/mainpage.htm> and is incorporated by reference into this Agreement.
33. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
34. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
35. Taxes. Any state or local excise, sales, ad valorem, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party.
36. Trademarks and Trade Names. Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks, service marks or trade names without the prior written approval of the other Party, and nothing in this Agreement shall grant, suggest, or imply any license or authority for the other Party to use such logo, trademarks, service marks, or trade names for any purpose. Notwithstanding the above, a Party may refer truthfully to the name of the other party in response to customers' inquiries relating to service.
37. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
38. Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be upon approval by the regulatory agency.

39. Environmental Responsibility.

- 39.1 Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.

In the event KMC wishes to bring hazardous materials to GTE facilities, KMC will notify GTE and the parties will immediately negotiate the environmental health and safety practices and procedures that KMC will observe at GTE facilities. In the event the parties cannot agree on the practices and procedures to be observed, the dispute may be submitted to binding arbitration by either party within five (5) Business Days. Once such a dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57). Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

- 39.2 GTE will make available additional environmental control or safety procedures for KMC to review, and KMC will make best efforts to follow these procedures when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of GTE for safety and environmental protection.
- 39.3 Any materials brought to or stored at a GTE Facility by KMC are the property of KMC. KMC must demonstrate adequate emergency response capabilities for its materials brought to or stored at the GTE Facility.
- 39.4 When Third Party contamination is discovered at a GTE Facility, the Party uncovering the condition must notify the proper safety or environmental authority, if required under applicable laws or regulations. KMC must also notify GTE of Third Party contamination it discovers at GTE facilities. The cost causer (requiring access) will become the generator, as owner or operator, of any waste materials such as petroleum contaminated water, sewage or manhole sediment. Notwithstanding Section 19 of this Article III, the cost causer (requiring access) shall indemnify the other Party hereunder.
- 39.5 KMC should obtain and use its own environmental permits, if necessary. If GTE's permit or EPA identification number must be used, KMC must comply with all of GTE's environmental processes including environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites..
- 39.6 KMC will make best efforts to ensure that its visitors to GTE facilities comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 39.7 GTE and KMC shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, GTE and KMC must develop a cost sharing procedure.
- 39.8 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).

40. TBD Prices. Numerous provision in this Agreement and its Attachments refer to pricing principles. If a provision references GTE prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to KMC ordering any such TBD item, the Parties shall meet and confer to

establish a price. If the parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a nonrecurring charge (NRC) for a specific network element, the parties would use the NRC for the most analogous retail service for which there is an established price.) Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by KMC to GTE, and any overpayment shall be refunded by GTE to KMC, within 45 business days after the establishment of the price by the Commission.

40. Amendment of Certain Rates, Terms and Conditions. The rates, terms and conditions in this Agreement that are specified in Appendix 40B (the "AT&T Terms") were taken from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement) approved by the Commission in Case No. PSC -97-1066-FOF-TP. The rates, terms and conditions not included in this Agreement but referenced in Appendix 40A (the "GTE Terms") were excluded from the AT&T Agreement by the Commission in Case No. PSC -97-1066-FOF-TP. GTE and KMC agree that if the "AT&T Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "AT&T Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed and enjoined "AT&T Terms", and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and KMC further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("actions"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 40. The parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the AT&T Terms are affected by such action and cannot be consistently applied therewith, the GTE Terms shall apply. KMC acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

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

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 40, KMC agrees that this entire Agreement is void and will not become effective, and KMC agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to KMC or by KMC to GTE transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and KMC.. The services and facilities described in this Article shall be referred to in this Article IV as the "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 ("POI") for such Services. The Parties shall update Appendix A whenever a new Service or a new Service Location 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 KMC and KMC desires to purchase from GTE, or KMC desires to provide to GTE and GTE desires to purchase from KMC, additional services in the State, or existing Services in new locations in the State, 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. 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.

2. Billing and Rates.

- 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.
- 2.2 Billing. Provider shall render to Customer a 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 Local Traffic, shall be billed in arrears. Additional matters relating to billing are included in Appendix G attached to this Agreement and made a part hereof.

3. Transport and Termination of Traffic.

- 3.1 Types of Traffic. The Parties shall reciprocally terminate Local and IntraLATA Toll Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. Only traffic originated by or terminating to the Parties' end user customers is to be exchanged. The Parties also agree to exchange traffic associated with third party wireless carriers, local exchange carriers, and competitive local exchange carriers as described in Section 3.4.
- 3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least ten (10) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.
- 3.3 Compensation For Exchange Of Traffic.

- 3.3.1 Mutual Compensation. With respect to transport and termination, the Parties shall compensate each other for the exchange of Local Traffic in accordance with Section 3.3.2 of this Article. Charges for the transport and termination of intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate. Optional extended area service (EAS), where applicable, will be classified as toll traffic. Mandatory EAS will be classified as local traffic.
- 3.3.2 Bill-and-Keep. 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 termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix C of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in this Section 3.3.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.3.2, except as set forth in Section 3.1 above.
- 3.3.3 Sharing of Access Charges on Calls to Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the parties agree to compensate each other on the following basis: The party providing the ported number will pay the other party at the rates set forth in Appendix D.
- (a) The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.
 - (b) The Parties agree that the compensation rate in paragraph 3.3.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the Parties agree to reevaluate the rate on an annual basis.
 - (c) The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.
- 3.3.4 Reciprocal Compensation Arrangements for Call Termination. Reciprocal compensation arrangements for call termination using unbundled network elements shall be as provided in Appendix I attached hereto.

- 3.4 Tandem Switching Services. The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end users and any third party which is interconnected to the other Party's access tandems. Third party traffic is subject to the following conditions:
- 3.4.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.
- 3.4.2 The originating Party also assumes responsibility for compensation to the terminating Party.
- 3.4.3 Services Provided. Tandem switching services provided pursuant to this Section 3.4 shall include the following:
- (a) signaling;
 - (b) screening and routing;
 - (c) recording;
 - (d) access to AIN functionality, in accordance with the terms and conditions of Article VI and Article VII of this Agreement;
 - (e) access to operator services and directory assistance, in accordance with the terms and conditions of Article VI and Article VII of this Agreement;
 - (f) support of all trunk interconnections;
 - (g) access to PSAPs, in accordance with the terms and conditions of Article VII of this Agreement; and
 - (h) transit of traffic to and from third parties in accordance with the terms and conditions of this section.
- 3.5 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of traffic originating on each other's network at and after such time as either (i) KMC has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof or (ii) generally accepted industry signaling standards and AMA record standards support the recognition of multiple tandem switching events.
4. Direct Network Interconnection.
- 4.1 Network Interconnection Architecture. KMC may interconnect with GTE at any of the minimum technically feasible points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Interconnection will be as specified in the following subsections. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof. Based on the configuration, the installation time line will vary considerably, however, GTE will work with KMC in all circumstances to install POIs within 120 calendar days absent extenuating circumstances. Inter-network connection and protocol must be based on then applicable industry standards adopted by industry groups.
- 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 POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.

- (a) 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.
 - (b) A Virtual EIS or physical collocation arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
 - (c) A special access arrangement and/or switched transport terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.
- 4.1.2 Virtual EIS and physical collocation arrangements are governed by appropriate GTE tariffs, except as provided in Article IX.
- 4.1.3 KMC will designate one POI on GTE's network for each local interconnection trunk group.
- 4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.
- 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. KMC will charge flat rated transport to GTE for KMC facilities used by GTE. KMC will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the KMC switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
 - 4.2.2 Collocation: GTE will charge Virtual EIS or Physical collocation rates from the applicable GTE tariff. KMC will charge GTE flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. KMC will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the KMC switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
 - 4.2.3 Special Access and/or Switched Access: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.
- 4.3 Trunking Requirements.
- 4.3.1 GTE shall make available to KMC trunks over which KMC shall terminate to end users of GTE-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of KMC-provided Exchange Services.
 - 4.3.2 KMC shall make available to GTE trunks over which GTE shall terminate to end users of KMC-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
 - 4.3.3 KMC and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. KMC and GTE agree to work cooperatively to agree on network trunking within sixty (60) days following full execution of this Agreement. KMC and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. Subject to limitations on switching and billing, such trunk groups may be 2-way groups. GTE requires separate trunk groups from KMC to terminate interLATA calls and to provide Switched Access Service to IXC's.

- 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. In no event shall either Party route Switched Access Service traffic over local interconnection trunks.
- 4.3.5 KMC and GTE will reciprocally provide PLU factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks.
- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.7 KMC and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available. MF trunks may be used by the Parties at SS7 equipped offices.
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. 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. Number Resources.
- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact KMC's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by KMC 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 KMC. KMC shall not request number resources to be assigned to any GTE switching entity.
- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, KMC shall adopt the 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. However, in the event that the NANP Number Plan Administrator limits the assignment of NXX codes within a particular NPA, the Parties will work cooperatively with industry groups to seek industry-wide solutions.
- 6.3 Routing Points. KMC will also designate a Routing Point for each assigned NXX code. KMC may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively KMC 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 KMC within an existing GTE exchange area. KMC shall use diligent efforts to designate at least one Routing Point in GTE's exchange area for all NPA-NXXs associated with GTE's Rate Centers.
- 6.4 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

- 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) 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.

7. Interim Number Portability (INP). Each Party shall provide the other Party with INP for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. However, GTE shall not be required to provide INP in locations where it has an electromechanical central office switch. GTE shall provide its INP to KMC using remote call forwarding ("RCF"). The GTE rates for INP service using RCF are set out in Appendix D attached to this Agreement and made a part hereof. If KMC wishes to use Direct Inward Dialing ("DID") to provide INP to its end users, KMC may purchase DID service from GTE at the wholesale rate. KMC shall provide INP to GTE at the rates specified for KMC in Appendix D. KMC may obtain for its end users the same location portability that GTE provides to its customers within the same wire center. At such time as Permanent Number Portability becomes available in any of the exchange areas being served by the Parties, the Parties will work cooperatively to migrate from SPNP to Permanent Number Portability arrangements with the minimum of any interruption of service to end users. The path quantities available for Remote Call Forwarding will be an amount reasonably necessary to meet demand.

If KMC has ordered INP via RCF of at least twenty (20) loops for a single end user at the same service location, GTE will coordinate the implementation of INP with the loop conversion. The Parties will consider this a project. The project will be assigned a number and an agreed upon due date will be established by the Parties. The due date will be more than five (5) working days from the receipt of an acceptable/valid LSR. The LSR must specify KMC's request for coordination. Supporting documentation can also be found in the Guide.

If KMC has ordered INP via RCF with the installation of fewer than twenty (20) loops, GTE recognizes KMC's request for coordinated conversions within a two (2) hour window on the due date, and the need to coordinate INP provisioning and loop provisioning to KMC's customers. The Parties agree that the Agreement shall contain language addressing coordinated conversions, and that the Parties shall negotiate in good faith immediately and reach agreement upon final language for this provision by February 1, 1998. Failing agreement within that time period, either Party may invoke the dispute resolution procedures for this Agreement.

8. Meet-Point Billing.

8.1 Meet-Point Billing Arrangements.

- 8.1.1 KMC may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties (or the KMC 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.
- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable KMC to sub-tend the GTE access tandem(s) nearest to the KMC 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, KMC shall be allowed to sub-tend the next-nearest GTE access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the POI.
- 8.1.4 Common Channel Signaling rather than in-band signaling shall be utilized in conjunction with MPB interconnection arrangements to the extent such signaling is resident in the GTE access tandem switch and the KMC end office switch.
- 8.1.5 KMC and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National

Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- 8.1.6 As detailed in the MECAB document, KMC 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 KMC and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 8.1.7 KMC 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.

8.2 Billing.

- 8.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by KMC and GTE via the MPB arrangement as defined in 8.1.1 shall be according to the multiple-bill/multiple-tariff method (MB/MT method). The MB/MT method means that each company will render their bill at their own rates to the third party.
- 8.2.2 Subsequently, KMC and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by KMC 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 KMC prefer to change among these billing methods, KMC 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, such changes then may be made in accordance with MECAB guidelines, and if GTE agrees, the change will be made..

9. Common Channel Signaling.

- 9.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intra-LATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
- 9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.
- 9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 9.4 Connection Through STP. KMC must interconnect (either directly or through a third party) with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 9.5 Third Party Signaling Providers. KMC 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 KMC in transporting SS7 messages to and from GTE. The third-

party provider must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.

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

**ARTICLE V
RESALE OF SERVICES**

1. General. The purpose of this Article V is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article V as the "Services") that may be purchased from GTE and resold by KMC and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling (the "Guide"), which Guide may be amended from time to time by GTE as needed. GTE shall provide reasonable advance notification to KMC of any changes to the Guide. GTE will make available to KMC for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by section 2.2 below.
2. Terms and Conditions.
 - 2.1 Quality and Performance. The standards of the services that GTE provides to KMC shall be equal in quality and performance standards to the same standards for those Services as such Services are provided by GTE to its own end user customers.
 - 2.2 Restrictions on Resale. The following restrictions shall apply to the resale of retail services by KMC.
 - 2.2.1 KMC shall not resell to one class of customers a service that is offered by GTE only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, disabled services or Lifeline services to non-qualifying customers).
 - 2.2.2 KMC shall not resell Basic Exchange Residential Service.
 - 2.2.3 KMC shall not resell lifeline services and services for the disabled.
 - 2.2.4 KMC may resell ICB/Contract services without a discount and only to end-user customers that already have such services.
 - 2.2.5 KMC may resell COCOT coin or coinless lines but no discount applies.
 - 2.2.6 KMC may resell special access but no discount applies.
 - 2.2.7 KMC may resell operator services and directory assistance as specified in Section 5.8 herein; however, no discount applies.
 - 2.3 Restrictions on Discount of Retail Services. The discount specified in Section 5.3 herein shall apply to all retail services except for the following:
 - 2.3.1 KMC may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. KMC shall not aggregate end user traffic in order to qualify for volume discount.
 - 2.3.2 KMC may resell promotional offerings that are ninety (90) days or less in duration without a discount.
 - 2.4 Resale to Other Carriers. Services available for resale may not be used by KMC to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.
3. Ordering and Billing.

- 3.1 Local Service Request. Orders for resale of Services will be placed utilizing a standard Local Service Request ("LSR") form. A complete and accurate LSR (containing the requisite end user information as described in the Guide) must be provided by KMC before a request can be processed.
- 3.2 Certificate of Operating Authority. When ordering, KMC must represent and warrant to GTE that it is a certified provider of local dial-tone service. KMC will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.
- 3.3 Letter of Authorization. GTE will accept a blanket Letter of Authorization ("LOA") from KMC when resold Services will be provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than KMC. Such blanket LOA guarantees that KMC has a valid, actual signed LOA, or such other form as agreed upon between GTE and KMC, in its files from the end-user.
- 3.4 Services Ordered. KMC may specify the GTE Service ordered for each KMC end user customer. GTE will transfer Services "as is". GTE will not release information to KMC on GTE end user customer accounts unless KMC first provides a written Letter of Authorization, signed by the end user customer, authorizing the release of such information to KMC.
- 3.5 Nonrecurring Charges. KMC shall be responsible for the payment of all nonrecurring charges ("NRCs") applicable to resold Services. NRCs applicable to each of the Services available for resale are listed in Appendix E.
- 3.6 Transfers Between KMC and Another Reseller of GTE Services. When KMC has obtained an end user customer from another reseller of GTE services, KMC will inform GTE of the transfer by submitting a standard LSR to GTE. Such LSR must contain the code of the displaced reseller, indicating that KMC has advised the displaced reseller that the end user has chosen KMC as their new local service provider.
- 3.7 Responsibility for Payment. All charges for Services provided for resale under this agreement will be billed to KMC, including all applicable taxes and surcharges, as well as the End User Common Line ("EUCL") Charge from GTOC Tariff FCC No. 1. KMC is responsible for payment of charges billed, regardless of any billing arrangement or situation between KMC and its end user customer.
- 3.8 Fraud. KMC assumes responsibility for all fraud associated with its end user customers and accounts. Except as provided in Article III, Section 11, GTE takes no responsibility, will not investigate and will make no adjustments to KMC's account in cases of fraud.
- 3.9 Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end users, monthly billing to KMC does not include local calling detail. However, KMC may request and GTE shall consider to develop the capabilities to provide local calling detail for a mutually agreeable charge in those areas where measured local service is not available.
- 3.10 Customer Contact and Referral. KMC will provide GTE with a number for referral of inquiries from KMC end user customers. GTE will refer to KMC all inquiries or other calls from KMC's end user customers. GTE will also provide KMC with a number for referral of inquiries from GTE end user customers, to which KMC will refer all inquiries or other calls from GTE's end user customers.
- 3.11 Procedures. An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Appendix G, attached hereto and made a part hereof.
4. Maintenance.
- 4.1 Maintenance, Testing and Repair. GTE will provide repair and maintenance services to KMC and its end user customers for resold Services in accordance with the same standards used for such services provided to GTE end user customers. GTE will not initiate a maintenance call or take

action in response to a trouble report until such time as trouble is reported to GTE by KMC. KMC must provide to GTE all end user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the Guide.

- 4.2 Specifics and Procedures for Maintenance. An overview of the procedures for maintenance of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Appendix G.
5. Services Available for Resale.
- 5.1 Description of Local Exchange Services Available for Resale. Resold basic Exchange Service includes, but is not limited to, the following elements:
- (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.
 - (b) Local Calling - at local usage measured rates if applicable to the end user customer.
 - (c) Access to long distance carriers
 - (d) E-911 Emergency Dialing
 - (e) Access to Special Access Codes - e.g., 800, 888, 900
 - (f) Use of AIN Services (those currently available to end users)
 - (g) End User Private Line Services
 - (h) Listing of telephone number in appropriate "white pages" directory; and
 - (i) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area
 - (j) IntraLATA Toll
- 5.2 List of Services Available for Resale. The Services available for resale by KMC are indicated on Appendix E, attached hereto and made a part of this Agreement. Subject to the limitations on resale enumerated in this Article, any new services that GTE offers in the future at retail to customers who are not telecommunications carriers shall also be available to KMC for resale. Additional regulations, terms and conditions relating to the Services listed on Appendix E can be found in the appropriate intrastate local, toll and access tariffs referenced in the third column of the rate list attached as Appendix E and in Article VIII of this Agreement. Terms, conditions and other matters concerning rate applications, technical parameters, provisioning capability, definitions and feature interactions contained in such tariffs are applicable to the Services offered under this Agreement and are incorporated herein by reference. Notwithstanding the foregoing, to the extent that there is a direct conflict between the terms, conditions and other matters in such tariffs and any specific provision of this Agreement, the terms and conditions in this Agreement shall control.
- 5.3 Rates. The prices charged to KMC for Local Services shall be calculated as follows:
- (1) Avoided Cost Discount of 12.14% shall apply to all retail services except those services listed in Section 2.2 and Section 2.3 herein.
 - (2) The discount dollar amount calculated under Step 1 will be deducted from the retail rate.
 - (3) The resulting rate is the resale rate.
 - (4) The discount dollar amount in Step 2 above shall not change during the Term of this Agreement, even though GTE may change its retail rates.

- 5.4 Non-Recurring Charges. Charges associated with the installation of new services or features or changes to existing services or features are identified in Appendix E. No discount applies to non-recurring charges.
- 5.5 Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location.
- 5.6 ICB Services. Services provided by GTE to its end users established as an ICB (Individual Case Basis) service are available for resale..
- 5.7 Access. GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges.
- 5.8 Operator Services (OS) and Directory Assistance (DA). GTE will provide access to GTE Operator Services for local and toll assistance (for example: call completion, busy line verification, and emergency interruption) and Directory Assistance (e.g., 411 calls routed to GTE's DA operator centers) as an item of Exchange Services offered for resale. This service is only provided in conjunction with the resale of GTE's Exchange Services. The rates for OS and DA are specified in Appendix E. GTE will provide its existing OS and DA to KMC at the same quality and in a nondiscriminatory manner as the service provided to GTE's end users.
- 5.8.1 Upon written request, GTE will offer OS and DA, insofar as it is provided through GTE's operators, that is either unbranded or rebranded with KMC's brand where GTE uses live operators. Unbranding or rebranding will be provided on a switch by switch basis subject to technical and capacity limitations. Customized routing, as described in Article VI, section 12 is required for each switch where unbranding or rebranding is offered. Unbranding or rebranding for calls handled by automated systems will not be offered until these systems have this capability.
- 5.8.2 Rates and prices for unbranding and rebranding are not included as part of this agreement. Such rates, and the price of providing the customized routing, will be negotiated at the time KMC makes a written request for unbranding or rebranding. The Parties agree that KMC retains its rights under the Act to pursue mediation or arbitration on the issue of price under this section 5.8.2 if the Parties cannot reach agreement.
- 5.8.3 For those switches where unbranding or rebranding is implemented, KMC agrees to continue using GTE OS and DA for the duration of this contract.
6. Customized Routing. Upon written request, where available at the time of the request, and subject to the following conditions, GTE will provide customized routing for the following types of calls:
- 0-
 - 0+Local
 - 0+411
 - 1+411
 - 0+HNPA-555-1212 IntraLATA (provided only when intraLATA presubscription is not available)
 - 1+HNPA-555-1212 IntraLATA (provided only when intraLATA presubscription is not available)
- 6.1 Upon request, GTE will provide a list of switches that can provide customized routing using line class codes or a similar method (regardless of current capacity limitation). From that list KMC will provide a list of switches in priority order where customized routing is desired for all KMC customers served out of that switch. GTE will then provide a schedule for providing customized routing in the switches with existing capabilities and capacity.

- 6.2 Rates and prices for customized routing are not included as part of this agreement. Such rates and prices will be negotiated at the time KMC makes a written request for customized routing. The Parties agree that KMC retains its rights under the Act to pursue mediation or arbitration on the issue of rates and price under this section 6.2 if the Parties cannot reach agreement.
- 6.3 Subject to the above provisions, GTE will choose the method of implementing customized routing.
- 6.4 The use of customized routing will require the purchase of a trunk side port and dedicated facilities between the GTE end office and the designated OS/DA platform. The rates for these items are specified in Appendix E.
- 6.5 KMC, if it selects customized routing, shall use such customized routing for all (and not less than all) resold services and unbundled line side ports that KMC purchases from the selected GTE switch.

ARTICLE VI
UNBUNDLED NETWORK ELEMENTS

1. General. The purpose of this Article VI is to define the unbundled network elements that may be leased by KMC from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed with the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling (the "Guide"). Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix G.
2. Unbundled Network Elements.
 - 2.1 Categories. There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
 - (a) Network Interface Device or NID
 - (b) Loop Elements
 - (c) Port and Local Switching Elements
 - (d) Transport Elements
 - (e) Signaling Elements
 - (f) Data Switching
 - (g) Digital Cross Connect System (DCS)
 - 2.2 Prices. Individual unbundled network elements and prices are identified on Appendix E attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix E.
 - 2.2.1 Reciprocal Compensation Arrangements for Call Termination. Reciprocal compensation arrangements for call termination shall be as provided in Appendix K attached hereto.
 - 2.3 Interconnection to Unbundled Elements. KMC may lease and interconnect to whichever of these unbundled network elements KMC chooses, and subject to technical feasibility, KMC itself may combine these unbundled network elements with one another, or with any facilities or services that KMC may itself provide subject to the following:
 - 2.3.1 Interconnection shall be achieved via expanded interconnection/collocation arrangements KMC shall maintain at the wire center at which the unbundled services are resident.
 - 2.3.2 KMC may order transport pursuant to Section 6 below from the wire center at which the unbundled elements (e.g., loop, port) are located to the GTE wire center where KMC has established an interconnection/collocation arrangement.
 - 2.3.3 Each loop or port element shall be delivered to KMC collocation arrangement over a loop/port connector applicable to the unbundled services as listed on Appendix E.
 - 2.3.4 KMC shall perform for itself the combining of unbundled network elements with one another, or with its own facilities, whether its right to use those facilities is through ownership, lease, or other legal means. GTE has no obligation to combine any network elements for KMC. KMC may not use unbundled network elements to provide solely interexchange service or solely access service to an interexchange carrier for any particular customer or for all customers.

- 2.4 Service Quality. To the degree possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled network elements. Notwithstanding the foregoing, GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from KMC's specific use of or modification to any unbundled network element.
3. Network Interface Device.
- 3.1 Direct Connection. KMC shall be permitted to connect its own Loop directly to GTE's Network Interface Device or NID in cases in which KMC 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, KMC shall follow the procedures in Sections 3.1.1 and 3.1.2 below.
- 3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, KMC must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. KMC 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.
- 3.1.2 At multi-tenant customer locations, KMC must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If KMC cannot gain access to the cable termination block, KMC must make a clean cut at the closest point to the cable termination block. At KMC's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. KMC will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
- 3.1.3 GTE agrees to offer NIDs for lease to KMC but not for sale. KMC may remove GTE identification from any NID which it connects to a KMC loop, but KMC may not place its own identification on such NID.
- 3.2 NID to NID Connection. Rather than connecting its loop directly to GTE's NID, KMC 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.
- 3.3 Removal of Cable Pairs. Removal of existing cable pairs required for KMC to terminate service is the responsibility of KMC.
- 3.4 Maintenance. When KMC provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. KMC can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at KMC's option, it can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.
4. Loop Elements.
- 4.1 Service Description. A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.
- 4.2 Categories of Loops. There are three general categories of loops:

- 4.2.1 "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This loop is commonly used for local dial tone service;
- 4.2.2 "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions;
- 4.2.3 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.
- 4.3 Loops for Digital Services. KMC may also lease 2-wire or 4-wire Loops that have been conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL and DS-1 level signals, subject to the limitations indicated in Sections 4.6 and 4.7. The price for such conditioned Loops shall be the price for the basic 2-wire or 4-wire loop, as applicable, that is listed in Appendix E, plus the applicable charge for the special conditioning as provided for in the appropriate GTE intrastate special access tariff. Prices for DS-3 grade Loops are the prices set forth in the appropriate GTE intrastate special access tariff.
- 4.4 Features, Functions, Attributes. To the degree possible, all transport-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals that apply to the bundled services will apply to unbundled loops.
- 4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. KMC will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by KMC.
- 4.4.2 All Loop facilities furnished by GTE on the premises of KMC'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.
- 4.4.3 GTE will provide loop transmission characteristics to KMC end users which are equal to those provided to GTE end users.
- 4.4.4 If KMC leases loops which are conditioned to transmit digital signals, as a part of that conditioning, GTE will test the loop and provide recorded test results to KMC. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to KMC at time the trouble ticket is closed in the same manner as GTE provides to itself and its end users.
- 4.5 Digital Loop Carrier. Where GTE utilizes integrated digital loop carrier ("IDLC")¹ technology to provision the Loop element, GTE will take the necessary affirmative steps to provide unbundled Loops. The basic Loop provided will support voice grade services. Loop capabilities beyond voice grade (i.e., ISDN, ADSL, etc.) will be provided under the terms and conditions, and at the prices indicated in Section 4.3.

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

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

4.6 Unbundled Loop Facility Certification.

- 4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled 2-wire analog voice grade loops leased from GTE, KMC 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 KMC 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 existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described above, for which GTE can demonstrate a specific commitment by producing engineering plans, GTE will so inform KMC and KMC shall not be permitted to deploy such service enhancing copper cable technologies. GTE will charge KMC the applicable engineering time and labor costs to perform the certification.
- 4.6.2 If KMC fails to notify GTE of its plans to deploy service enhancing copper cable technology and obtain prior certification from GTE of the facilities, if KMC'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, KMC will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all incurred expense related to this interference.

4.7 Unbundled Loop Facility Notification.

- 4.7.1 GTE reserves the right to deploy within its network at its sole discretion any and all copper cable loop transport technologies. If GTE plans to deploy copper cable loop transport technology within a cable sheath in which such technology was not previously deployed, GTE will provide notice to KMC of such planned deployment, indicating all service enhancing copper cable technologies that would cause interference with the technology to be deployed, or that would be interfered with by the deployment of such technology. Such notice will be provided at least ninety (90) Business Days in advance of the planned deployment. If KMC has deployed any technologies within the same cable sheath that would interfere with, or be interfered with, by the technology GTE plans to deploy, the parties will work together to resolve the situation.
- 4.7.2 If KMC fails to comply with GTE's notification pursuant to section 4.7.1 and remove the interfering technology when required under section 4.7.1, and the other Party's deployment of such technology is determined to have actually caused interference with the copper cable loop transport technologies deployed by GTE in the same cable sheath, a second notification will be sent to KMC. If KMC fails to comply with such second notification by immediately removing such service enhancing copper cable technology, GTE will take the necessary action to isolate the interfering technology from its network. In that event, KMC shall reimburse GTE for all incurred expense related to these activities.
- 4.7.3 Prior to GTE deploying service enhancing copper cable technology, as described above, GTE will validate, through a search of its facility assignment records, that KMC has not deployed technologies within the same cable sheath that would be interfered with by those planned by GTE. Should such incompatibility exist, GTE will not deploy such technology that would interfere with those already deployed by KMC.

Should GTE deploy service enhancing copper cable technology that is determined to interfere with technology previously deployed by KMC and KMC can demonstrate that it

had complied with GTE's Unbundled Loop Facility Certification procedure, GTE will remove the interfering technology from the cable sheath and reimburse KMC for all incurred expenses related to this interference or will not install the interfering technology.

4.8 Subloops.

- 4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a Bona Fide Request ("BFR"), when technically feasible and when KMC pays the cost of such separate provision.
- 4.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and KMC.
- 4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and KMC. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.
- 4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 herein.

5. Port and Local Switching Elements.

- 5.1 Port. Port is an unbundled component of Exchange Service that provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of local switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.
- 5.2 Ports Available as Unbundled Network Elements. There are four types of Ports available as unbundled network elements;
 - 5.2.1 "2-wire analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service.
 - 5.2.2 "2-wire ISDN digital line" Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.
 - 5.2.3 "DS-1 digital trunk" Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.
 - 5.2.4 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services
- 5.3 Port Prices. Prices for 2-wire analog and DS-1 Ports are listed in Appendix E. 2-wire ISDN line side Ports and 4-wire ISDN trunk side Ports shall be provided at a price agreed to by the Parties.
- 5.4 Future Interfaces. GTE will make available as unbundled network elements any interfaces that are deployed within its switches and which it provides to its own end user customers. GTE will interface with KMC using standard industry interfaces and support future interfaces that are deployed within the GTE switch.

service customers will identify themselves as KMC operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis. KMC agrees to withdraw its request for branding of OS and DA for calls that are handled by automated systems until these systems are capable of rebranding.

- 12.1 Customized Routing. Where technically feasible and upon receipt of written request from KMC, GTE agrees to provide customized routing for the following types of calls:

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

- 12.1.1 GTE will provide KMC a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). KMC will return a list of these switches ranked in priority order. GTE will return to KMC a schedule for customized routing in the switches with existing capabilities and capacity.
 - 12.1.2 Upon written request from KMC, GTE will provide KMC with applicable charges, and terms and conditions, for providing OS and DA, branding, and Customized Routing.
 - 12.1.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.
 - 12.1.4 The use of customized routing will require the purchase of a trunk side port and dedicated facilities between the GTE end office and the designated OS/DA platform. The rates for these elements will be billed in accordance with Appendix E.
13. Advanced Intelligent Network Access (AIN). GTE will provide KMC access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or KMC's local switch.
14. Nondiscrimination Provision and Support. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests. GTE will provide unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as GTE provides to itself.
15. Advance Notification of Network and Technology Changes. GTE will establish quarterly reviews of network and technology plans and will notify KMC six (6) months in advance of changes that would impact KMC's provision of services.
16. Provisioning Intervals. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals.

- 5.5 Local Switching. Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. GTE will not offer individual core switch functions and features on an a la carte basis. Vertical features and CLASS services are not part of Local Switching. GTE will only provide switch features and functions of which the particular switch is capable and inherent to the particular switching platform used (e.g., DMS, 5ESS, GTD5).
- 5.6 KMC must purchase Local Switching with the line-side Port or trunk-side Port, if applicable.
- 5.7 KMC shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of KMC to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.
- 5.8 GTE will provide tandem switching capability at GTE access tandems for traffic between KMC and GTE end offices subtending the GTE access tandem and for traffic between KMC and non-GTE end offices subtending GTE access tandems. GTE will provide the features and functions that are centralized in tandem switches including but not limited to call recording, the routing of calls to operator services when technically feasible, and signaling conversion features.
6. Transport Facility.
- 6.1 Service Description. Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or functionally comparable piece of equipment in a GTE end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a GTE end office or access tandem, or (ii) a meet point with transport facilities of KMC or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility.
- 6.2 Categories/Types. Unbundled transport is provided under rates, terms and conditions of the applicable GTE access tariff or local private line tariff.
7. SS7 Transport and Signaling. SS7 signaling and transport services in support of KMC's local exchange services shall be provided in accordance with the terms and conditions of Appendix G attached to this Agreement and made a part hereof.
- 7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.
8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
9. Database 800-Type Services. Access to GTE's 800-Type database (i.e., 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
10. Data Switching.
- 10.1 Access. GTE will provide unbundled access to GTE data switches to KMC at the user network interface ("UNI") and network to network interface ("NNI") level subject to mutual agreement on technical standards.
- 10.2 Nondiscrimination. Data switching features and functionalities provided to KMC will be without discrimination with respect to the way GTE provides them to GTE end users. In the event of overflow or congestion conditions on the data switching network, KMC's data traffic carried on GTE facilities will be equal priority to GTE data traffic.
- 10.3 Interface. To the extent a standard interface is available in a GTE switch, it will be made available to KMC.

- 10.4 Testing, Monitoring, Administration and Maintenance. Testing, monitoring, administration and maintenance will be performed by GTE in a nondiscriminatory manner.
11. Digital Cross Connect System (DCS).
- 11.1 Access. GTE will provide unbundled access to the DCS element, which shall provide automated cross-connection (with CNC), facility grooming, bridging (MJU-digital), point to multipoint connections (DMB-analog), broadcast and automated facility test capabilities. These functionalities will be provided consistent with that which is provided to GTE end users. KMC shall submit a Bona Fide Request to GTE specifying these functionalities.
- 11.2 Optional Characteristics. The DCS element may include multiplexing, format conversion, signaling conversion and manual cross connection wiring.
- 11.3 Alternate Provisioning. Where no automated DCS capability exists, the cross connection function will be provided manually by GTE through the combination of DSX patch panels and D4 banks or DS0 (or higher capacity) equipment.
- 11.4 Elements. KMC will have access to the following DCS elements:
- (a) DS0 with DS1 interface (CNC)
 - (b) DS1/VT1.5 with DS1, DS3 and SONET interfaces (CNC and Titan 5500)
- 11.5 Capabilities. The DCS elements will provide the following capabilities:
- (a) Real-time configuration (with CNC)
 - (b) Real-time access to integrated test equipment (with React and Customer Service)
 - (c) SONET asynchronous gateway functionality (with Titan 5500 only)
 - (d) Compliance with Bellcore and industry standards.
- 11.6 Protection and Performance. The unbundled DCS elements provided to KMC will have equipment/interface protection, redundant power supply and/or battery backup and performance/availability consistent with that provided to GTE end users.
- 11.7 Provisioning, Administration and Maintenance. GTE will provide provisioning, administration and maintenance of the DCS elements at parity with GTE as well as real time access to performance monitoring and alarm data affecting KMC traffic (with CNC). GTE is not required to keep software updated to the "current available release" in every instance.
12. Operator Services (OS) and Directory Assistance (DA). GTE will provide OS and DA to KMC in accordance with the terms set forth as follows:
- 12.0.1 Where Customized Routing is available and KMC so requests, GTE will offer unbranded OS and DA or rebranded OS and DA with the KMC brand. GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations. Upon receipt of an order for unbranding or rebranding, GTE will implement within 90 Business Days when technically capable.
 - 12.0.2 KMC will be billed an element charge for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in 12.1.2.
 - 12.0.3 For those offices that KMC has requested GTE to rebrand and/or unbrand OS and DA, KMC shall continue exclusively to use GTE rebranded and/or unbranded OS and DA for the duration of the Agreement. Live operators handling OS and DA calls from KMC local

ARTICLE VII
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Request Process.

1.1 Intent. The Bona Fide Request process is intended to be used when KMC requests customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.

1.2 Process.

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

1.2.2 Although not expected to do so, KMC may cancel a Bona Fide Request in writing at any time prior to KMC and GTE agreeing to price and availability. GTE will then cease analysis of the request.

1.2.3 Within two (2) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide a detailed explanation as to why GTE is not able to meet KMC's request. If extraordinary circumstances prevail, GTE will inform KMC as soon as it realizes that it cannot meet the ten (10) Business Day response due date. KMC and GTE will then determine a mutually agreeable date for receipt of the request.

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

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

1.2.7 If GTE responds that it cannot or will not offer the requested item in the Bona Fide Request and KMC deems the item essential to its business operations, and deems GTE's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute resolution procedures described above in this Article may be used by a Party to reach a resolution.

2. Transfer of Service Announcements. When an end user customer transfers service from GTE to KMC, or from KMC to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer, and will be available for the same period of time as the Party provides such referral announcements for its own end user customers.

3. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

- 3.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.
 - 3.2 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.
 - 3.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.
 - 3.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
4. 911/E911 Arrangements.
- 4.1 Description of Service. Where KMC does not provide its own connections to a PSAP, KMC 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 KMC provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide KMC with the appropriate CLLI codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP.
 - 4.2 Transport. If KMC desires to obtain transport from GTE to the GTE 911 selective routers, KMC may purchase such transport from GTE at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.
 - 4.3 Cooperation and Level of Performance. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of KMC'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.
 - 4.4 Updates to MSAG. It shall be the responsibility of KMC to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG").
 - 4.5 Updates to Database. GTE and KMC will work together to develop the process by which the 911/E911 database will be updated with KMC's end user 911/E911 information.
 - 4.6 Compensation. In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining KMC's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from KMC only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge KMC a portion the cost of the shared 911/E911 port.
5. Information Services Traffic. At such time as either Party offers information services or offers direct access through its network for information services provided by third parties and the other Party desires to route traffic to the information services provider, the Parties agree to negotiate the terms and conditions for terminating traffic from the other Party's end users to the information

services provider. The terms and conditions will address, at a minimum, network routing, call recording, call rating, and billing and collection.

- 5.1 **Blocking.** Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
6. **Directory Assistance (DA) and Operator Services (OS).** Where KMC is providing local service with its own switch, upon KMC's request GTE will provide to KMC rebranded or unbranded directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If KMC so requests directory assistance services and/or operator services, such contracts shall provide for the following:
- 6.1 **Directory Assistance Calls.** GTE directory assistance centers shall provide number and addresses to KMC end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to KMC end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to KMC end users consistent with the service provided to GTE end users.
- 6.2 **Operator Services Calls.** GTE operator services provided to KMC end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to KMC end users collect, person-to-person, station-to-station calling, third party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote KMC rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to KMC end users consistent with the service GTE provides to its own end users.
7. **Directory Assistance Listing Information.**
- 7.1 GTE shall include in its directory assistance database directory assistance listing information (DA Listing Information) for all KMC end users in the same geographic area as GTE provides directory assistance for GTE end users. DA Listing Information will consist of name, address, and indication of whether the end user is a residence or business customer. KMC will provide DA Listing Information to GTE via the LSR process.
- 7.2 At KMC's request, for purposes of KMC's providing directory assistance information to KMC customers, GTE will provide all GTE published DA Listing Information in GTE's directory assistance database to KMC at the rates specified in Appendix F. DA Listing Information will be provided either via magnetic tape or electronic file transfer using Network Data Mover (NDM). Changes to DA Listing Information will be provided on a daily basis through the same means. If KMC requests the magnetic tape option, GTE will provide the information within 60 days of receipt of the order. If KMC requests the electronic file transfer option, the Parties will work cooperatively to implement NDM capacity.
- 7.3 The Parties will not release the other Party's DA Listing Information to third parties without the other Party's approval. Upon receipt of approval the releasing Party will provide the other Party's Listing Information at the same time as it provides its own to a third party. The releasing Party may charge the other Party for the direct cost of compiling such information. The other Party will be responsible for any compensation agreement with the third party.
- 7.4 The Parties will work together to identify and develop procedures for database error correction.

8. Directory Listings and Directory Distribution. Subject to execution of a separate agreement between KMC and GTE (the "Directories Agreement"), KMC's end users' primary listings shall be included in the appropriate GTE white pages directory, as well as GTE's directory assistance database. KMC's business end users' listings also will be included in all appropriate GTE "yellow pages" or classified directories and directories will be provided to KMC's end users in accordance with the Directories Agreement. GTE will also list in the information pages of the appropriate white pages directories KMC's critical customer contact numbers (e.g. business office, repair service, billing) in accordance with the terms and conditions in the Directories Agreement. Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.
9. SAG. GTE will provide to KMC upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all LSOs, and lists services and features that are available in a specific LSO.
10. Dialing Format Changes. GTE will provide reasonable notification to KMC of changes to local dialing format, i.e., 7 to 10 digit, by end office.
11. Busy Line Verification and Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks to the operator services switch. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in Appendix E, or if there is no applicable rate listed in Appendix E, at the rates in their respective tariffs.
12. KMC shall pay GTE reasonable time-and-material-based charges (which time and material charges may include reasonable overhead and profit) related to modification of the system interfaces and other implementation of its requests, if technically feasible and agreed by the parties, for access to Operations Support Systems functions, as well as other types of implementation costs.

ARTICLE VIII
GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS

1. **General.** General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, as referenced in the third column of Appendix E (the "GTE Retail Tariff"), apply to retail services made available by GTE to KMC for resale and unbundled network elements provided by GTE to KMC, when appropriate, unless otherwise specified in this Agreement. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "KMC" as defined in this Agreement.
2. **Liability of GTE.**
 - 2.1 **Inapplicability of Tariff Liability.** GTE's general liability, as described in the GTE Retail Tariff, does not extend to KMC's customers or any other third party. Liability of GTE to KMC resulting from any and all causes arising out of services, facilities, network elements or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to GTE. GTE shall be liable for the individual services, facilities or elements that it separately provides to KMC and shall not be liable for the integration of components combined by KMC.
 - 2.2 **KMC Tariffs or Contracts.** KMC shall, in its tariffs or other contracts for services provided to its end users using services, facilities or network elements obtained from GTE, provide that in no case shall GTE be liable to KMC's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by KMC of the possibility of such damages and KMC shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with KMC's end users.
 - 2.3 **No Liability for Errors.** GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to KMC for any ongoing KMC service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, KMC shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including KMC's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.
3. **Unauthorized Changes.**
 - 3.1 **Procedures.** If KMC submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end user notifies GTE that the end user did not authorize KMC to provide local exchange services to the end user, KMC must provide GTE with written documentation of authorization from that end user within three (3) business days of notification by GTE. If KMC cannot provide written documentation of authorization within such time frame, KMC must within three (3) business days thereafter:
 - (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to KMC was made; and
 - (b) provide any end user information and billing records KMC has obtained relating to the end user to the LEC previously serving the end user; and

- (c) notify the end user and GTE that the change back to the previous LEC has been made; and
- (d) pay GTE fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.
- 3.2 Option to Restrict Changes Without Evidence of Authorization. KMC's or GTE's end users may request GTE to permit changes of their provider of local exchange services only upon end user password-based notification to GTE that the end user wishes to change the end user's provider of local exchange services. In such a situation, GTE will not change an end user's provider of local exchange services without such password based notification.
4. Impact of Payment of Charges on Service. KMC is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If KMC fails to pay when due any and all charges billed to KMC under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, GTE shall notify KMC in writing that it must pay all Unpaid Charges to GTE within seven (7) business days. If KMC disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, immediately pay to GTE all undisputed charges, and shall pay disputed charges into an interest bearing escrow account. If KMC and GTE are unable, within thirty (30) days thereafter, to resolve issues related to the disputed charges, then either KMC or GTE may file a complaint with the Commission to resolve those issues. The Commission may direct the release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to GTE and or KMC. If KMC fails to pay any undisputed Unpaid Charges, KMC shall, at its sole expense, within five (5) business days notify its end users that their service may be disconnected for KMC's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If KMC fails to provide such notification or any of KMC's end users fail to select a new provider of services within the applicable time period, GTE will provide local exchange services to KMC's end users under GTE's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to KMC's end user, but will be assessed to KMC. GTE may discontinue service to KMC upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to KMC or KMC's end users in the event of such disconnection.
5. Unlawful Use of Service. Services, facilities or unbundled elements provided by GTE pursuant to this Agreement shall not be used by KMC or its end users for any purpose in violation of law. KMC, and not GTE, shall be responsible to ensure that KMC and its end users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to KMC or disconnect particular services, facilities or unbundled elements provided under this Agreement to KMC or, as appropriate, KMC's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to KMC, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of KMC and agreement to pay restoration of service charges and other applicable service charges, GTE shall promptly restore such service.
6. Timing of Messages. With respect to measured rate local service or other usage sensitive services provided under this Agreement, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the

calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix G. All costs and expenses for any new or modified electronic interfaces KMC requires that GTE determines are technically feasible and GTE agrees to develop will be paid by KMC. The schedule for implementation of any new or modified electronic interfaces will be developed by GTE according to industry standards and will be based upon the amount of work needed to design, test and implement the new or modified interface.

ARTICLE IX COLLOCATION

1. Physical Collocation. GTE shall provide to KMC physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. If, after reasonable negotiations, GTE continues to deny collocation entirely or to offer only virtual collocation at a particular premises and KMC disputes the denial, GTE agrees to file a tariff change with the appropriate commission requesting approval to exempt that particular premises from collocation or physical collocation as appropriate. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state EIS tariffs. Nothing in this section 1 shall be construed to constitute acquiescence by KMC in GTE's position that it may deny collocation altogether in appropriate circumstances.
2. Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, KMC may interconnect with other carriers (as well as other KMC collocation sites within the same central office) collocated at a GTE central office at which KMC has collocated facilities; provided, however, that KMC 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. If KMC wants to interconnect with other carriers collocated at a GTE central office, KMC must provide GTE with thirty Business Days' prior written notice, during which time GTE may elect to provide the facilities necessary to accomplish such interconnection. KMC and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

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

To the extent lawfully required by the Act, GTE and KMC shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements. Accordingly, GTE and KMC are hereby entering the pole attachment and conduit occupancy agreements that are set forth in Appendices J and K below.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE FLORIDA INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President

Wholesale Markets-Interconnection

Date June 30, 1998

KMC TELECOM II, INC

By Michael Sternberg

Name Michael Sternberg

Title President

Date July 2, 1998

APPROVED AS TO FORM
AND LEGALITY

Deann Flannery
ATTORNEY, GTE

DATE 6/30/98

APPENDIX A
SERVICE MATRIX

Service Location (identified by tandem serving area)	POI (identified by CLLI code)	Services (identified by _____)
--	-------------------------------------	------------------------------------

APPENDIX B
INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT

BETWEEN

GTE _____

AND _____

AMENDMENT NO. _____

THIS AMENDMENT (herein so called) is made effective as of _____, 199____, by and between GTE _____ Incorporated ("GTE") and _____ ("KMC"). GTE and KMC are sometimes referred to herein collectively as the "Parties" and individually as a "Party." Either GTE or KMC may be referred to as "Provider" or "Customer" as the context requires.

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 KMC 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:

1.3. Additional Services [If applicable]

- 3.1 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 _____ - _____

- 3.2 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.
- 3.3 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.

4. Service Locations [If applicable]

- 4.1 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 serving area)	POI (identified by CLLI code)	Services (identified by Service Attachment Number)
--	-------------------------------------	--

4.2 As of the effective date of this Amendment, the locations set forth in Section 5.1 above shall be deemed Service Locations under the Agreement.

4.3 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.

5. **Interpretation**

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

6. **Effect**

Except as modified herein, the Agreement shall remain in full force and effect.

7. **Authority**

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.

8. **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.

9. **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.

GTE FLORIDA INCORPORATED

KMC TELECOM II, INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC**

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

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.053073**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. This rate includes tandem transport, but does not include the local interconnection charge. The tandem switching rate is **\$1.0013681**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000021**.
- D. The Common Transport Terminal element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0001357**.

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

Tandem Switching:	=	\$0.0013681
Common Transport (10 mile average): 10 x \$0.0000021	=	\$0.0000210
Transport Termination (2 Terminations): 2 x \$0.0001357	=	\$0.0002714
Transiting Charge:		\$0.0016605

APPENDIX D
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

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

In addition, as defined in Article IV, Section 3.3.3, the Party providing the ported number will pay the other Party the rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Florida GTE

Business Rate Per Line Per Month:	\$ 7.44
Residential Rate Per Line Per Month:	\$ 4.94

Service Number Portability

Remote Call Forwarding	\$ 5.10 line/month
Simultaneous Call Capability	\$ 3.10 path/month
Non-recurring for Portability	\$10.50

APPENDIX E
SERVICES AVAILABLE FOR RESALE

General. The rates contained in this Appendix E are based upon an avoided cost discount from GTE's retail rates as provided in Article V of the Agreement to which this Appendix E is attached and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's Interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Avoided Cost Discount

Applicable to those services and limited to those services described in Article V 12.41%

Non-Recurring Charges for Resale Services

Initial Service Order, per order	\$47.25
Transfer of Service Charge	\$16.00
Subsequent Service Order, per order	\$24.00
Customer Service Record Search	\$ 5.25
Installation, per line	\$10.50
Outside Facility Connection Charge, per order *	\$62.50

*This charge will apply when field work is required for establishment of new resale service. The terms, conditions and rates that apply for this work are described in GTE's retail local service tariffs.

Order Number	Order Status	Comps or %	Product Base	Product Set	Service Description	Billing Type	Result Position	Discount Position	Retail Rate	Adjusted Cost	Basic Rate
FL	QTE	R	Suspension of Service		Residential - 2 month min	MRC	N	N	\$ 5.63	NA	NA
FL	QTE	R	Suspension of Service		Residential Rotary - 2 month min	MRC	N	N	\$ 7.82	NA	NA
FL	QTE	B	Suspension of Service		Business	MRC	Y	Y	\$ 14.57	\$ 1.81	\$ 12.76
FL	QTE	B	Suspension of Service		Business Rotary	MRC	Y	Y	\$ 20.12	\$ 2.50	\$ 17.62
FL	QTE	B	Suspension of Service		PRX	MRC	Y	Y	\$ 25.74	\$ 3.19	\$ 22.55
FL	QTE	B	Suspension of Service		Centres - 2 month min	MRC	Y	Y	\$ 5.68	\$ 0.70	\$ 4.98
FL	QTE	B	Suspension of Service		Centres Rotary - 2 month min	MRC	Y	Y	\$ 7.82	\$ 0.97	\$ 6.85
FL	QTE	B	Suspension of Service		Network Access Regulators	MRC	Y	Y	\$ 12.13	\$ 1.51	\$ 10.62
FL	QTE	B	General Regulations		Return Check Charges - <\$50.00	MRC	N	N	\$ 30.00	NA	NA
FL	QTE	B	General Regulations		Return Check Charges - \$50.00 - \$300.00	MRC	N	N	\$ 25.00	NA	NA
FL	QTE	B	General Regulations		Return Check Charges - >\$300.00	MRC	N	N	\$ 40.00	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - (0 - 50,000)	MRC	Y	Y	\$ 23.95	\$ 2.97	\$ 20.98
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - (50,001 - 90,000)	MRC	Y	Y	\$ 26.25	\$ 3.26	\$ 22.99
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - (90,001 - 170,000)	MRC	Y	Y	\$ 27.45	\$ 3.41	\$ 24.04
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - (170,001 - 300,000)	MRC	Y	Y	\$ 28.70	\$ 3.56	\$ 25.14
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - (Over 300,000)	MRC	Y	Y	\$ 29.90	\$ 3.71	\$ 26.19
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - (0 - 50,000)	MRC	N	N	\$ 9.51	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - (50,001 - 90,000)	MRC	N	N	\$ 10.41	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - (90,001 - 170,000)	MRC	N	N	\$ 10.68	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - (170,001 - 300,000)	MRC	N	N	\$ 11.36	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - (Over 300,000)	MRC	N	N	\$ 11.81	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Rotary - (0 - 50,000)	MRC	Y	Y	\$ 34.97	\$ 4.34	\$ 30.63
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - Rotary - (50,001 - 90,000)	MRC	Y	Y	\$ 37.27	\$ 4.63	\$ 32.64
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - Rotary - (90,001 - 170,000)	MRC	Y	Y	\$ 38.47	\$ 4.77	\$ 33.70
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - Rotary - (170,001 - 300,000)	MRC	Y	Y	\$ 39.72	\$ 4.93	\$ 34.79
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - Rotary - (Over 300,000)	MRC	Y	Y	\$ 40.92	\$ 5.08	\$ 35.84
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Rotary - (0 - 50,000)	MRC	N	N	\$ 13.78	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - Rotary - (50,001 - 90,000)	MRC	N	N	\$ 14.68	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - Rotary - (90,001 - 170,000)	MRC	N	N	\$ 15.13	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - Rotary - (170,001 - 300,000)	MRC	N	N	\$ 15.63	NA	NA
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - Rotary - (Over 300,000)	MRC	N	N	\$ 16.08	NA	NA
FL	QTE	B	Basic Local Exchange Service		3 Minimum - 12 Months	MRC	Y	Y	\$ 39.00	\$ 4.84	\$ 34.16
FL	QTE	B	Basic Local Exchange Service		51 Minimum - 12 Months	MRC	Y	Y	\$ 37.50	\$ 4.65	\$ 32.85
FL	QTE	B	Basic Local Exchange Service		101 Minimum - 12 Months	MRC	Y	Y	\$ 36.00	\$ 4.47	\$ 31.53
FL	QTE	B	Basic Local Exchange Service		3 Minimum - 36 Months	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	QTE	B	Basic Local Exchange Service		51 Minimum - 36 Months	MRC	Y	Y	\$ 33.50	\$ 4.15	\$ 29.34
FL	QTE	B	Basic Local Exchange Service		101 Minimum - 36 Months	MRC	Y	Y	\$ 32.50	\$ 4.03	\$ 28.47
FL	QTE	B	Basic Local Exchange Service		3 Minimum - 60 Months	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	QTE	B	Basic Local Exchange Service		51 Minimum - 60 Months	MRC	Y	Y	\$ 33.00	\$ 4.19	\$ 28.80
FL	QTE	B	Basic Local Exchange Service		101 Minimum - 60 Months	MRC	Y	Y	\$ 30.00	\$ 3.72	\$ 26.28
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Per Line - (0 - 50,000)	MRC	Y	Y	\$ 17.67	\$ 2.19	\$ 15.48
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - Per Line - (50,001 - 90,000)	MRC	Y	Y	\$ 17.67	\$ 2.19	\$ 15.48
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - Per Line - (90,001 - 170,000)	MRC	Y	Y	\$ 17.67	\$ 2.19	\$ 15.48
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - Per Line - (170,001 - 300,000)	MRC	Y	Y	\$ 17.67	\$ 2.19	\$ 15.48
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - Per Line - (Over 300,000)	MRC	Y	Y	\$ 17.67	\$ 2.19	\$ 15.48
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Additional Message Charge - (0 - 50)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - Additional Message Charge - (50 - 100)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - Additional Message Charge - (100 - 170)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - Additional Message Charge - (170 - 300)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - Additional Message Charge - (Over 300)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Rotary - (0 - 50,000)	MRC	Y	Y	\$ 24.32	\$ 3.02	\$ 21.30
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - Rotary - (50,001 - 90,000)	MRC	Y	Y	\$ 24.32	\$ 3.02	\$ 21.30
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - Rotary - (90,001 - 170,000)	MRC	Y	Y	\$ 24.32	\$ 3.02	\$ 21.30
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - Rotary - (170,001 - 300,000)	MRC	Y	Y	\$ 24.32	\$ 3.02	\$ 21.30
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - Rotary - (Over 300,000)	MRC	Y	Y	\$ 24.32	\$ 3.02	\$ 21.30
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Per Line - (0 - 50,000)	MRC	Y	Y	\$ 6.91	\$ 0.71	\$ 5.26
FL	QTE	B	Basic Local Exchange Service		Rate Group 2 - Per Line - (50,001 - 90,000)	MRC	Y	Y	\$ 6.91	\$ 0.86	\$ 6.05
FL	QTE	B	Basic Local Exchange Service		Rate Group 3 - Per Line - (90,001 - 170,000)	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	QTE	B	Basic Local Exchange Service		Rate Group 4 - Per Line - (170,001 - 300,000)	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	QTE	B	Basic Local Exchange Service		Rate Group 5 - Per Line - (Over 300,000)	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	QTE	B	Basic Local Exchange Service		Rate Group 1 - Additional Message Charge - (0 - 50)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09

Order	State	Comp	Wk	Prdct	Prdct Set	Service Description	Billing Type	Usage Position	Unavail Position	Retail Rate	Avoided Cost	Enable Rate
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 2 -- Additional Message Charge -- (50)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 3 -- Additional Message Charge -- (80)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 4 -- Additional Message Charge -- (117)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 5 -- Additional Message Charge -- (177)	MRC	Y	Y	\$ 0.10	\$ 0.01	\$ 0.09
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 1 -- Rotary -- (0 - 50,000)	MRC	Y	Y	\$ 9.57	\$ 1.19	\$ 8.38
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 2 -- Rotary -- (50,001 - 90,000)	MRC	Y	Y	\$ 9.57	\$ 1.19	\$ 8.38
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 3 -- Rotary -- (90,001 - 170,000)	MRC	Y	Y	\$ 9.57	\$ 1.19	\$ 8.38
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 4 -- Rotary -- (170,001 - 300,000)	MRC	Y	Y	\$ 9.57	\$ 1.19	\$ 8.38
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 5 -- Rotary -- (Over 300,000)	MRC	Y	Y	\$ 1.75	\$ 0.22	\$ 1.53
FL	QTE	R		Basic Local Exchange Service	Message Rate	Detail Billing	MRC	Y	Y	\$ 0.11	\$ 0.01	\$ 0.10
FL	QTE	R		Basic Local Exchange Service	Message Rate	Charge Per Page of Billing Detail	MRC	Y	Y	\$ 48.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Rate Group 1 -- Individual Trunk -- (0 - 50,000)	MRC	N	N	\$ 48.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Rate Group 2 -- Individual Trunk -- (50,001 - 90,000)	MRC	N	N	\$ 48.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Rate Group 3 -- Individual Trunk -- (90,001 - 170,000)	MRC	N	N	\$ 48.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Rate Group 4 -- Individual Trunk -- (170,001 - 300,000)	MRC	N	N	\$ 50.85	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Rate Group 5 -- Individual Trunk -- (Over 300,000)	MRC	N	N	\$ 52.05	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Rate Group 1 -- Per Line -- (0 - 50,000)	MRC	N	N	\$ 31.07	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 2 -- Per Line -- (50,001 - 90,000)	MRC	N	N	\$ 31.07	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 3 -- Per Line -- (90,001 - 170,000)	MRC	N	N	\$ 31.07	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 4 -- Per Line -- (170,001 - 300,000)	MRC	N	N	\$ 31.07	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 5 -- Per Line -- (Over 300,000)	MRC	N	N	\$ 0.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 1 -- Additional Message Charge -- (0 - 50,000)	MRC	N	N	\$ 0.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 2 -- Additional Message Charge -- (50,001 - 90,000)	MRC	N	N	\$ 0.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 3 -- Additional Message Charge -- (90,001 - 170,000)	MRC	N	N	\$ 0.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 4 -- Additional Message Charge -- (170,001 - 300,000)	MRC	N	N	\$ 0.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Message Rate	Rate Group 5 -- Additional Message Charge -- (Over 300,000)	MRC	N	N	\$ 0.10	NA	NA
FL	QTE	R		Basic Local Exchange Service	Flat Rate	3 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 48.00	\$ 5.89	\$ 42.11
FL	QTE	R		Basic Local Exchange Service	Flat Rate	11 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 47.50	\$ 5.89	\$ 41.61
FL	QTE	R		Basic Local Exchange Service	Flat Rate	51 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 46.00	\$ 5.71	\$ 40.29
FL	QTE	R		Basic Local Exchange Service	Flat Rate	101 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	QTE	R		Basic Local Exchange Service	Flat Rate	3 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 47.50	\$ 5.89	\$ 41.61
FL	QTE	R		Basic Local Exchange Service	Flat Rate	11 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 45.50	\$ 5.65	\$ 39.85
FL	QTE	R		Basic Local Exchange Service	Flat Rate	51 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 43.50	\$ 5.49	\$ 38.01
FL	QTE	R		Basic Local Exchange Service	Flat Rate	101 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 42.50	\$ 5.27	\$ 37.23
FL	QTE	R		Basic Local Exchange Service	Flat Rate	3 Minimum -- 60 Months -- Per Trunk	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	QTE	R		Basic Local Exchange Service	Flat Rate	11 Minimum -- 60 Months -- Per Trunk	MRC	Y	Y	\$ 43.00	\$ 5.34	\$ 37.66
FL	QTE	R		Basic Local Exchange Service	Flat Rate	51 Minimum -- 60 Months -- Per Trunk	MRC	Y	Y	\$ 41.00	\$ 5.09	\$ 35.91
FL	QTE	R		Basic Local Exchange Service	Flat Rate	101 Minimum -- 60 Months -- Per Trunk	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	QTE	R		Basic Local Exchange Service	Flat Rate	3 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 29.00	\$ 3.60	\$ 25.40
FL	QTE	R		Basic Local Exchange Service	Message Rate	11 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 28.00	\$ 3.48	\$ 24.52
FL	QTE	R		Basic Local Exchange Service	Message Rate	51 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 27.00	\$ 3.35	\$ 23.65
FL	QTE	R		Basic Local Exchange Service	Message Rate	101 Minimum -- 12 Months -- Per Trunk	MRC	Y	Y	\$ 26.00	\$ 3.23	\$ 22.77
FL	QTE	R		Basic Local Exchange Service	Message Rate	3 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 27.00	\$ 3.35	\$ 23.65
FL	QTE	R		Basic Local Exchange Service	Message Rate	11 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	QTE	R		Basic Local Exchange Service	Message Rate	51 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 24.00	\$ 2.98	\$ 21.02
FL	QTE	R		Basic Local Exchange Service	Message Rate	101 Minimum -- 36 Months -- Per Trunk	MRC	Y	Y	\$ 0.03	NA	\$ 0.03
FL	QTE	R		Basic Local Exchange Service	Special Access Services	Measured Charge, Per Minute of Local Usage	Usage	Y	N	\$ 0.12	NA	\$ 0.12
FL	QTE	R		Basic Local Exchange Service	Special Access Services	Message Charge, Per Local Message	Usage	Y	N	\$ 0.12	NA	\$ 0.12
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Haines City - Portciana Exception Area	MRC	Y	Y	\$ 28.25	\$ 3.26	\$ 24.99
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Haines City - Portciana Exception Area	MRC	N	N	\$ 10.41	NA	\$ 0.40
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Directory Assistance Number 411	EBB	Y	N	\$ 0.40	NA	\$ 0.41
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Directory Connect Plus	EBB	Y	N	\$ 0.75	NA	\$ 0.75
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Customer Dated Calling Card	EBB	Y	N	\$ 0.45	NA	\$ 0.45
FL	QTE	R		Basic Local Exchange Service	Flat Rate	All Other Customer Dated Calling	EBB	Y	N	\$ 1.50	NA	\$ 1.50
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Person - to - Person (All Calls)	EBB	Y	N	\$ 3.00	NA	\$ 3.00
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Bury Line Interrupt - Local Operator	EBB	Y	N	\$ 1.50	NA	\$ 1.50
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Bury Line Verification Services - Local Operator	EBB	Y	N	\$ 0.50	NA	\$ 0.50
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Network Access - Rate Group 1	MRC	Y	Y	\$ 21.76	\$ 2.70	\$ 19.06
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Network Access - Rate Group 2	MRC	Y	Y	\$ 22.84	\$ 2.83	\$ 20.01
FL	QTE	R		Basic Local Exchange Service	Flat Rate	Network Access - Rate Group 3	MRC	Y	Y	\$ 23.41	\$ 2.91	\$ 20.50

Product	Rate	Charge	By	Product Band	Product Set	Service Description	Billing Type	Result Position	Discount Position	Retail Rate	Available Cost	Result Rate
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Full Rate NARS	101 Minimum - 60 Months - Per NAR	MRC	Y	Y	\$ 13.50	\$ 1.68	\$ 11.82
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	3 Minimum - 12 Months - Per NAR	MRC	Y	Y	\$ 10.50	\$ 1.30	\$ 9.20
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	11 Minimum - 12 Months - Per NAR	MRC	Y	Y	\$ 10.50	\$ 1.24	\$ 9.26
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	51 Minimum - 12 Months - Per NAR	MRC	Y	Y	\$ 9.00	\$ 1.12	\$ 7.88
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	101 Minimum - 12 Months - Per NAR	MRC	Y	Y	\$ 8.50	\$ 1.05	\$ 7.45
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	3 Minimum - 36 Months - Per NAR	MRC	Y	Y	\$ 10.00	\$ 1.24	\$ 8.76
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	11 Minimum - 36 Months - Per NAR	MRC	Y	Y	\$ 9.00	\$ 1.12	\$ 7.88
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	51 Minimum - 36 Months - Per NAR	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	101 Minimum - 36 Months - Per NAR	MRC	Y	Y	\$ 7.50	\$ 0.93	\$ 6.57
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	3 Minimum - 60 Months - Per NAR	MRC	Y	Y	\$ 8.50	\$ 1.05	\$ 7.45
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	11 Minimum - 60 Months - Per NAR	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	51 Minimum - 60 Months - Per NAR	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Digital Facilities - Message Rate NARS	101 Minimum - 60 Months - Per NAR	MRC	Y	Y	\$ 6.50	\$ 0.81	\$ 5.69
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Extended Calling Service	Call Connection	MRC	Y	Y	\$ 0.25	\$ 0.03	\$ 0.22
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Extended Calling Service	Call Connection Each Minute	MRC	Y	Y	\$ -	\$ -	\$ -
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Extended Calling Service	Call Connection	MRC	Y	Y	\$ 0.04	\$ 0.00	\$ 0.04
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Extended Calling Service	Call Connection Each Minute	MRC	Y	Y	\$ 0.08	\$ 0.01	\$ 0.07
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Extended Calling Service	Detail Billing	MRC	Y	Y	\$ 1.75	\$ 0.22	\$ 1.53
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Extended Calling Service	Detail Billing - Per Page	MRC	Y	Y	\$ 0.11	\$ 0.01	\$ 0.10
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Basic Calling Plan	MRC	N	N	\$ 6.75	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Community Calling Plan	MRC	N	N	\$ 9.50	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Community Plus Plan	MRC	N	N	\$ 13.25	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Premium Calling Plan	MRC	N	N	\$ 34.00	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Rotary - Basic Calling Plan	MRC	N	N	\$ 9.25	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Rotary - Community Calling Plan	MRC	N	N	\$ 12.00	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Rotary - Community Plus Plan	MRC	N	N	\$ 17.25	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Rotary - Premium Calling Plan	MRC	N	N	\$ 38.00	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Basic Calling Plan	MRC	Y	Y	\$ 17.00	\$ 2.11	\$ 14.89
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Community Plus Plan	MRC	Y	Y	\$ 32.00	\$ 3.97	\$ 28.03
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Community Plus Plan	MRC	Y	Y	\$ 22.00	\$ 2.73	\$ 19.27
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Community Plus Plan	MRC	Y	Y	\$ 42.00	\$ 5.21	\$ 36.79
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	One - Party - Community Plus Plan	MRC	Y	Y	\$ 28.00	\$ 3.47	\$ 24.53
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Usage Charge - Peak	MRC	Y	Y	\$ 0.06	\$ 0.01	\$ 0.05
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Usage Charge - Off Peak	MRC	Y	Y	\$ 0.38	\$ 0.04	\$ 0.32
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Detail Billing - Per Page	MRC	Y	Y	\$ 1.75	\$ 0.22	\$ 1.53
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Detail Billing - Per Page	MRC	Y	Y	\$ 0.11	\$ 0.01	\$ 0.10
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Network Access - Establishment	MRC	Y	Y	\$ 20.00	NA	\$ 20.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Network Access - Establishment	MRC	Y	Y	\$ 33.90	NA	\$ 33.90
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Network Access - Change	MRC	Y	Y	\$ 11.00	NA	\$ 11.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Network Access - Change	MRC	Y	Y	\$ 14.00	NA	\$ 14.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Central Office Line Connection each line	MRC	Y	Y	\$ 35.00	NA	\$ 35.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Central Office Line Connection each line	MRC	Y	Y	\$ 35.00	NA	\$ 35.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Premises Visit	MRC	Y	Y	\$ 35.00	NA	\$ 35.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Telephone Number Change Each	MRC	Y	Y	\$ 35.00	NA	\$ 35.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Restriction of Service	MRC	Y	Y	\$ 9.00	NA	\$ 9.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Restriction of Service	MRC	Y	Y	\$ 18.00	NA	\$ 18.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Seasonal Service Establishment Charge	MRC	Y	Y	\$ 18.00	NA	\$ 18.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Seasonal Service Establishment Charge	MRC	Y	Y	\$ 18.00	NA	\$ 18.00
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Each Number Telephone Numbers	MRC	Y	Y	\$ 1.10	\$ 0.14	\$ 0.96
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Additional Listing	MRC	N	N	\$ 0.06	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Additional Listing	MRC	N	N	\$ 1.25	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Temporary Listing	MRC	N	N	\$ 2.85	NA	NA
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Two-Way - Rate Group 1 - Per Line	MRC	Y	Y	\$ 17.56	NA	\$ 17.56
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Two-Way - Rate Group 2 - Per Line	MRC	Y	Y	\$ 19.25	NA	\$ 19.25
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Two-Way - Rate Group 3 - Per Line	MRC	Y	Y	\$ 20.13	NA	\$ 20.13
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Two-Way - Rate Group 4 - Per Line	MRC	Y	Y	\$ 21.05	NA	\$ 21.05
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Two-Way - Rate Group 5 - Per Line	MRC	Y	Y	\$ 21.93	NA	\$ 21.93
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Outward Only - Rate Group 1 - Per Line	MRC	Y	Y	\$ 17.56	NA	\$ 17.56
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Outward Only - Rate Group 2 - Per Line	MRC	Y	Y	\$ 19.25	NA	\$ 19.25
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Outward Only - Rate Group 3 - Per Line	MRC	Y	Y	\$ 20.13	NA	\$ 20.13
FL	GTE	Basic Local Exchange Service	FL	Basic Local Exchange Service	Local Calling Plans	Outward Only - Rate Group 4 - Per Line	MRC	Y	Y	\$ 21.05	NA	\$ 21.05

Rate	Unit	Class	Time	Product	Product Set	Service Description	Billing Type	Resale Position	Discount Position	Resale Rate	Assessd Cost	Resale Rate
21.93	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Message Rat	Outward Only - Rate Group 5 - Per Line	MRC	Y	N	\$ 21.93	NA	\$ 21.93
0.02	FL	GTE	Com Telephone Service	Com Telephone Service	Usage Charges	Monday - Friday 10 a.m. - 8 p.m. Per Call	USAGE	Y	N	\$ 0.02	NA	\$ 0.02
0.01	FL	GTE	Com Telephone Service	Com Telephone Service	Usage Charges	Minutes of Use Rates - Each Minute	USAGE	Y	N	\$ 0.01	NA	\$ 0.01
0.01	FL	GTE	Com Telephone Service	Com Telephone Service	Usage Charges	Monday - Friday 8 a.m. - 10 p.m. Per Call	USAGE	Y	N	\$ 0.01	NA	\$ 0.01
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Minutes of Use Rates - Each Minute	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Two - Way - Rate 1 Per Line	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Two - Way - Rate 2 Per Line	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Two - Way - Rate 3 Per Line	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Two - Way - Rate 4 Per Line	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Two - Way - Rate 5 Per Line	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Outward Only - Rate 1 Per Line	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Outward Only - Rate 2 Per Line	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Outward Only - Rate 3 Per Line	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Outward Only - Rate 4 Per Line	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Customer Provided Equipment - Flat Rate	Outward Only - Rate 5 Per Line	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 1 Per Line	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 2 Per Line	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 3 Per Line	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 4 Per Line	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 5 Per Line	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 6 Per Line	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 7 Per Line	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 8 Per Line	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 9 Per Line	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 10 Per Line	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Option 11 Per Line - A, B, C	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Answer Supervision	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Free Billing and Collection Service Establishment	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Two - Way Per Line - Rate Group 1	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	One - Way Per Line - Rate Group 1	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Two - Way Per Line - Rate Group 2	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	One - Way Per Line - Rate Group 2	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Two - Way Per Line - Rate Group 3	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	One - Way Per Line - Rate Group 3	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Two - Way Per Line - Rate Group 4	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	One - Way Per Line - Rate Group 4	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Two - Way Per Line - Rate Group 5	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	One - Way Per Line - Rate Group 5	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 26.26	NA	\$ 26.26
27.36	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 27.36	NA	\$ 27.36
21.91	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 21.91	NA	\$ 21.91
24.02	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 24.02	NA	\$ 24.02
25.12	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N	\$ 25.12	NA	\$ 25.12
26.26	FL	GTE	Com Telephone Service	Com Telephone Service	Optional Service Features	Monthly Rate - Per 100 Numbers	MRC	Y	N			

Rate	State	Comp	W/Y	Product Band	Product Set	Service Description	Initiating Type	Resale Position	Intersect Position	Resale Rate	Avoided Cost	Resale Rate
FL	GTE	FL	GTE	Foreign Exchange Service	Foreign C.O.	Each Airline Mile - Phase I	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE	FL	GTE	Foreign Exchange Service	Foreign C.O.	Each Airline Mile - Phase II	MRC	Y	Y	\$ 1.25	\$ 0.16	\$ 1.09
FL	GTE	FL	GTE	Foreign Exchange Service	Foreign C.O.	Each Airline Mile - Phase III	MRC	Y	Y	\$ 1.50	\$ 0.19	\$ 1.31
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Monthly Rate - Low Speed Data Lines	MRC	Y	Y	\$ 31.00	\$ 3.83	\$ 27.15
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Monthly Rate - High Speed Data Lines	MRC	Y	Y	\$ 41.00	\$ 5.09	\$ 35.91
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Monthly Access - Low Speed Data Line	MRC	Y	Y	\$ 50.00	NA	\$ 50.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Monthly Access - High Speed Data Line	MRC	Y	Y	\$ 50.00	NA	\$ 50.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist - Low Speed - 2 - 48 Lines	MRC	Y	Y	\$ 34.00	\$ 4.22	\$ 29.78
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist - Low Speed - 50 - 100 Lines	MRC	Y	Y	\$ 31.00	\$ 3.83	\$ 27.15
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist - Low Speed - 101 Lines and above	MRC	Y	Y	\$ 28.00	\$ 3.47	\$ 24.53
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist - High Speed - 2 - 48 Lines	MRC	Y	Y	\$ 44.00	\$ 5.46	\$ 38.54
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist - High Speed - 50 - 100 Lines	MRC	Y	Y	\$ 41.00	\$ 5.09	\$ 35.91
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist - High Speed - 101 Lines and above	MRC	Y	Y	\$ 38.00	\$ 4.72	\$ 33.28
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist MRC	MRC	Y	Y	\$ 50.00	NA	\$ 50.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Individual Line Loop Extension Access - Single In	MRC	Y	Y	\$ 50.00	\$ 6.21	\$ 43.80
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Individual Line Loop Extension Access - Central	MRC	Y	Y	\$ 50.00	\$ 6.21	\$ 43.80
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Extension Channel - Single Line	MRC	Y	Y	\$ 12.00	\$ 1.49	\$ 10.51
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Extension Channel - Centralist	MRC	Y	Y	\$ 15.00	\$ 1.86	\$ 13.14
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Extension Access Single Line	MRC	Y	Y	\$ 50.00	NA	\$ 50.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Extension Access Centralist	MRC	Y	Y	\$ 50.00	NA	\$ 50.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Extension Access Single Line	MRC	Y	Y	\$ 50.00	\$ 6.21	\$ 43.80
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Extension Access Centralist	MRC	Y	Y	\$ 50.00	\$ 6.21	\$ 43.80
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Central Office Termination Per Access	MRC	Y	Y	\$ 150.00	\$ 18.42	\$ 131.58
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Central Office Termination Per Access	MRC	Y	Y	\$ 125.00	NA	\$ 125.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Central Office Channelization	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Customer Premises Termination	MRC	Y	Y	\$ 125.00	\$ 15.51	\$ 109.49
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Customer Premises Termination	MRC	Y	Y	\$ 75.00	NA	\$ 75.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Customer Premises Termination	MRC	Y	Y	\$ 30.00	\$ 3.72	\$ 26.28
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Customer Premises Channelization	MRC	Y	Y	\$ 20.00	NA	\$ 20.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per Call	MRC	Y	Y	\$ 0.02	\$ 0.00	\$ 0.02
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Monday - Friday 10 a.m. - 8 p.m. Per Minute	MRC	Y	Y	\$ 0.02	\$ 0.00	\$ 0.02
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Monday - Friday 9 p.m. - 10 a.m. Per Minute	MRC	Y	Y	\$ 0.01	\$ 0.00	\$ 0.01
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Data Direct Connect Each Line	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Data Closed Loop Group	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Voice Option - Single Line	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Centralist Station Line	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Feature Package 1000	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Feature Package 2000	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Software Reconfiguration Charge	MRC	Y	Y	\$ 12.75	NA	\$ 12.75
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Network Controller Each Customer	MRC	Y	Y	\$ 1,583.00	NA	\$ 1,583.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Network Controller Each Customer	MRC	Y	Y	\$ 200.00	\$ 24.82	\$ 175.18
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Dedicated Port	MRC	Y	Y	\$ 15.00	NA	\$ 15.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Dedicated Port	MRC	Y	Y	\$ 120.00	\$ 14.89	\$ 105.11
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Dial - up with Security Key	MRC	Y	Y	\$ 20.00	NA	\$ 20.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Dial - up with Security Key	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Additional Security Key	MRC	Y	Y	\$ 12.00	NA	\$ 12.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Additional Security Key	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Graphic Interface CMC Arrangement	MRC	Y	Y	\$ 300.00	NA	\$ 300.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	D31 Terminations Per Termination	MRC	Y	Y	\$ 44.00	NA	\$ 44.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	D31 Terminations Per Termination	MRC	Y	Y	\$ 85.00	\$ 10.51	\$ 74.49
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Channel Termination	MRC	Y	Y	\$ 66.00	NA	\$ 66.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Channel Termination	MRC	Y	Y	\$ 14.00	\$ 1.74	\$ 12.26
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Service Establishment	MRC	Y	Y	\$ 408.00	NA	\$ 408.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Database Modification - Single Activity	MRC	Y	Y	\$ 58.00	NA	\$ 58.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Database Modification - Multiple Activity	MRC	Y	Y	\$ 175.00	NA	\$ 175.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Telco Reconfiguration	MRC	Y	Y	\$ 44.00	NA	\$ 44.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per (230-0) C.O. Termination	MRC	Y	Y	\$ 350.00	\$ 43.44	\$ 306.56
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per Subscriber First System	MRC	Y	Y	\$ 483.00	NA	\$ 483.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per Subscriber First System	MRC	Y	Y	\$ 250.00	\$ 31.03	\$ 218.97
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per Each Additional System	MRC	Y	Y	\$ 547.00	NA	\$ 547.00
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per Each Additional System	MRC	Y	Y	\$ 154.00	\$ 19.11	\$ 134.89
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Per Subscriber Each Airline Mile	MRC	Y	Y	\$ 15.00	\$ 1.86	\$ 13.14
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	Tw Channel - Current	MRC	Y	Y	\$ 10.00	\$ 1.24	\$ 8.76
FL	GTE	FL	GTE	Digital Network Service	Switched Data Service	IC Services Channel - Current	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90

Issue Date: 03/2009

[illegible]

Rate	State	Cmpa	W's	Product Brand	Product Set	Service Description	Billing Type	Reside Position	Discount Position	Result Rate	Avoided Cost	Result Rate
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Dedicated Access Port (48 Kbps)	MRC	Y	N	\$ 110.00	\$ 4.96	\$ 110.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Dedicated Access Port 12 Kbps	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 31.04
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Dedicated Access Port 24 Kbps	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 31.04
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Dedicated Access Port 48 Kbps	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 31.04
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Dedicated Access Port 96 Kbps	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 31.04
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Dedicated Access Port 192 Kbps	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 31.04
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Transaction Plan - Initial 15 Seconds	Usage	Y	Y	\$ 0.01	\$ 0.00	\$ 0.01
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Transaction Plan - Each Additional 15 Seconds	Usage	Y	Y	\$ 0.01	\$ 0.00	\$ 0.01
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Basic Plan - Day - Per Minute	Usage	Y	Y	\$ 0.02	\$ 0.00	\$ 0.01
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Basic Plan - Day - Per Minute	Usage	Y	Y	\$ 0.02	\$ 0.00	\$ 0.01
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Basic Plan - Night / Holiday - Per Minute	Usage	Y	Y	\$ 0.30	\$ 0.04	\$ 0.26
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Basic Plan - Night / Holiday - Per Minute	Usage	Y	Y	\$ 0.30	\$ 0.04	\$ 0.26
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Basic Plan - Night / Holiday - Per Minute	Usage	Y	Y	\$ 0.20	\$ 0.02	\$ 0.18
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	High Volume Plan - Day - Per Minute	Usage	Y	Y	\$ 0.02	\$ 0.00	\$ 0.01
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	High Volume Plan - Night / Holiday - Per Minute	Usage	Y	Y	\$ 0.01	\$ 0.00	\$ 0.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	High Volume Plan - 0001 - 2000 Per Kilogram	Usage	Y	Y	\$ 0.30	\$ 0.04	\$ 0.26
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	High Volume Plan - 2001 - 4000 Per Kilogram	Usage	Y	Y	\$ 0.27	\$ 0.03	\$ 0.24
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	High Volume Plan - 4001 - 6000 Per Kilogram	Usage	Y	Y	\$ 0.23	\$ 0.03	\$ 0.20
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	High Volume Plan - 6001 and Over Per Kilogram	Usage	Y	Y	\$ 0.18	\$ 0.02	\$ 0.16
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Permanent Virtual Circuit - Day - Per Kilogram	Usage	Y	Y	\$ 0.00	\$ 0.00	\$ 0.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Permanent Virtual Circuit - Night / Holiday - Per Kilogram	Usage	Y	Y	\$ 0.40	\$ 0.05	\$ 0.35
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Permanent Virtual Circuit Plan - 0001 - 2000 Per Kilogram	Usage	Y	Y	\$ 0.60	\$ 0.07	\$ 0.53
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Permanent Virtual Circuit Plan - 2001 - 4000 Per Kilogram	Usage	Y	Y	\$ 0.50	\$ 0.06	\$ 0.44
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Permanent Virtual Circuit Plan - 4001 - 6000 Per Kilogram	Usage	Y	Y	\$ 0.40	\$ 0.05	\$ 0.35
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Permanent Virtual Circuit Plan - 6001 and Over Per Kilogram	Usage	Y	Y	\$ 0.30	\$ 0.04	\$ 0.26
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Call Detail - 1 - 48 Lines	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Call Detail - Over 48 Lines	MRC	Y	Y	\$ 50.00	\$ 6.21	\$ 43.80
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Fast Select - Virtual Connection	MRC	Y	Y	\$ 0.00	\$ 0.00	\$ 0.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Priority - Per Kilogram	MRC	Y	Y	\$ 0.35	\$ 0.04	\$ 0.31
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 56 Kbps	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 56 Kbps - Month-to-Month	MRC	Y	Y	\$ 99.00	N/A	\$ 99.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 56 Kbps - One Year	MRC	Y	Y	\$ 92.00	N/A	\$ 92.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 56 Kbps Three Years	MRC	Y	Y	\$ 85.00	N/A	\$ 85.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 56 Kbps Five Years	MRC	Y	Y	\$ 77.00	N/A	\$ 77.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 128 Kbps	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 128 Kbps Month - to - Month	MRC	Y	Y	\$ 250.00	N/A	\$ 250.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 128 Kbps One Year	MRC	Y	Y	\$ 240.00	N/A	\$ 240.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 128 Kbps Three Years	MRC	Y	Y	\$ 230.00	N/A	\$ 230.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 128 Kbps Five Years	MRC	Y	Y	\$ 220.00	N/A	\$ 220.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 256 Kbps	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 256 Kbps Month - to - Month	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 256 Kbps One Year	MRC	Y	Y	\$ 295.00	N/A	\$ 295.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 256 Kbps Three Years	MRC	Y	Y	\$ 270.00	N/A	\$ 270.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 256 Kbps Five Years	MRC	Y	Y	\$ 260.00	N/A	\$ 260.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 384 Kbps	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 384 Kbps Month - to - Month	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 384 Kbps One Year	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 384 Kbps Three Years	MRC	Y	Y	\$ 315.00	N/A	\$ 315.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 384 Kbps Five Years	MRC	Y	Y	\$ 300.00	N/A	\$ 300.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 1.544 Mbps	MRC	Y	Y	\$ 743.00	N/A	\$ 743.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 1.544 Mbps Month - to - Month	MRC	Y	Y	\$ 525.00	N/A	\$ 525.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 1.544 Mbps One Year	MRC	Y	Y	\$ 505.00	N/A	\$ 505.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 1.544 Mbps Three Years	MRC	Y	Y	\$ 485.00	N/A	\$ 485.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port and Access - 1.544 Mbps Five Years	MRC	Y	Y	\$ 465.00	N/A	\$ 465.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only	MRC	Y	Y	\$ 50.00	N/A	\$ 50.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 56 Kbps Month - to - Month	MRC	Y	Y	\$ 50.00	N/A	\$ 50.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 56 Kbps One Year	MRC	Y	Y	\$ 47.00	N/A	\$ 47.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 56 Kbps Three Years	MRC	Y	Y	\$ 44.00	N/A	\$ 44.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 56 Kbps Five Years	MRC	Y	Y	\$ 41.00	N/A	\$ 41.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 128 Kbps Month - to - Month	MRC	Y	Y	\$ 80.00	N/A	\$ 80.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 128 Kbps One Year	MRC	Y	Y	\$ 76.00	N/A	\$ 76.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 128 Kbps Three Years	MRC	Y	Y	\$ 72.00	N/A	\$ 72.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 128 Kbps Five Years	MRC	Y	Y	\$ 68.00	N/A	\$ 68.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 256 Kbps Month - to - Month	MRC	Y	Y	\$ 120.00	N/A	\$ 120.00
FL	FL	GTE	FL	Digital Network Service	Local Packet Switching Service	Port Only - 256 Kbps One Year	MRC	Y	Y	\$ 112.00	N/A	\$ 112.00

Order	Item	Qty	Unit Price	Product Based	Product Set	Service Description	Billing Type	Reorder Position	Discount Position	Retail Rate	Applied Cost	Rebate Rate
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 256 Kbps Three Years	MRC	Y	N	\$ 105.00	N/A	\$ 98.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 256 Kbps Five Years	MRC	Y	N	\$ 98.00	N/A	\$ 98.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 384 Kbps Month - to Month	MRC	Y	N	\$ 160.00	N/A	\$ 160.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 384 Kbps One Year	MRC	Y	N	\$ 150.00	N/A	\$ 150.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 384 Kbps Three Years	MRC	Y	N	\$ 140.00	N/A	\$ 140.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 384 Kbps Five Years	MRC	Y	N	\$ 130.00	N/A	\$ 130.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 1.544 Mbps Month - to Month	MRC	Y	N	\$ 400.00	N/A	\$ 400.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 1.544 Mbps One Year	MRC	Y	N	\$ 380.00	N/A	\$ 380.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 1.544 Mbps Three Years	MRC	Y	N	\$ 360.00	N/A	\$ 360.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Port Only - 1.544 Mbps Five Years	MRC	Y	N	\$ 340.00	N/A	\$ 340.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Permanent Virtual Connection Per PVCs	MRC	Y	N	\$ 20.00	N/A	\$ 20.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Permanent Virtual Connection 2 - to 10 PVCs	MRC	Y	N	\$ 8.00	N/A	\$ 8.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Permanent Virtual Connection 11 - to 20 PVCs	MRC	Y	N	\$ 7.00	N/A	\$ 7.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Permanent Virtual Connection 21 or More PVCs	MRC	Y	N	\$ 6.00	N/A	\$ 6.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	First Data Link - All Contracts	MRC	Y	N	\$ 3,300.00	N/A	\$ 3,300.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	First Data Link - 1 Year Contract	MRC	Y	N	\$ 800.00	\$ 99.28	\$ 700.72
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	First Data Link - 3 Year Contract	MRC	Y	N	\$ 775.00	\$ 94.18	\$ 680.82
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	First Data Link - 5 Year Contract	MRC	Y	N	\$ 750.00	\$ 91.08	\$ 658.92
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Additional Data Link - All Contracts	MRC	Y	N	\$ 200.00	N/A	\$ 200.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Additional Data Link - 1 Year Contract	MRC	Y	N	\$ 150.00	\$ 18.02	\$ 131.98
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Additional Data Link - 3 Year Contract	MRC	Y	N	\$ 135.00	\$ 16.75	\$ 118.25
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Additional Data Link - 5 Year Contract	MRC	Y	N	\$ 125.00	\$ 15.51	\$ 109.49
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Video Link - All Contracts	MRC	Y	N	\$ 3,000.00	N/A	\$ 3,000.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Video Link - 1 Year Contract	MRC	Y	N	\$ 425.00	\$ 52.74	\$ 372.26
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Video Link - 3 Year Contract	MRC	Y	N	\$ 410.00	\$ 50.88	\$ 359.12
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Video Link - 5 Year Contract	MRC	Y	N	\$ 400.00	\$ 49.64	\$ 350.36
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Interoffice Transport Per Airline Mile	MRC	Y	N	\$ 300.00	N/A	\$ 300.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Interoffice Transport Per Airline Mile	MRC	Y	N	\$ 75.00	\$ 9.31	\$ 65.69
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3/OC-3 - 3 Year Cpp	MRC	Y	N	\$ 3,000.00	N/A	\$ 3,000.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3/OC-3 - 5 Year Cpp	MRC	Y	N	\$ 1,500.00	N/A	\$ 1,500.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation Per Customer Bill	MRC	Y	N	\$ 130.00	N/A	\$ 130.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 3 Year Cpp	MRC	Y	N	\$ 60.00	N/A	\$ 60.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 5 Year Cpp	MRC	Y	N	\$ 900.00	N/A	\$ 900.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 7 Year Cpp	MRC	Y	N	\$ 1,800.00	N/A	\$ 1,800.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 5 Year Cpp	MRC	Y	N	\$ 60.00	N/A	\$ 60.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 7 Year Cpp	MRC	Y	N	\$ 625.00	N/A	\$ 625.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 5 Year Cpp	MRC	Y	N	\$ 1,500.00	N/A	\$ 1,500.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 7 Year Cpp	MRC	Y	N	\$ 80.00	N/A	\$ 80.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 5 Year Cpp	MRC	Y	N	\$ 750.00	N/A	\$ 750.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	OC-3 - 7 Year Cpp	MRC	Y	N	\$ 1,500.00	N/A	\$ 1,500.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 3 yr - 1.544 Mbps	MRC	Y	N	\$ 85.00	N/A	\$ 85.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 3 yr - 10 Mbps	MRC	Y	N	\$ 500.00	N/A	\$ 500.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 3 yr - 16 Mbps	MRC	Y	N	\$ 700.00	N/A	\$ 700.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 3 yr - 44.736 Mbps	MRC	Y	N	\$ 1,200.00	N/A	\$ 1,200.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 3 yr - 155 Mbps	MRC	Y	N	\$ 2,900.00	N/A	\$ 2,900.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 5 yr - 10 Mbps	MRC	Y	N	\$ 85.00	N/A	\$ 85.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 5 yr - 1.544 Mbps	MRC	Y	N	\$ 450.00	N/A	\$ 450.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 5 yr - 16 Mbps	MRC	Y	N	\$ 650.00	N/A	\$ 650.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 5 yr - 44.736 Mbps	MRC	Y	N	\$ 1,100.00	N/A	\$ 1,100.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 5 yr - 155 Mbps	MRC	Y	N	\$ 2,750.00	N/A	\$ 2,750.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 7 yr - 1.544 Mbps	MRC	Y	N	\$ 75.00	N/A	\$ 75.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 7 yr - 10 Mbps	MRC	Y	N	\$ 400.00	N/A	\$ 400.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 7 yr - 16 Mbps	MRC	Y	N	\$ 600.00	N/A	\$ 600.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 7 yr - 44.736 Mbps	MRC	Y	N	\$ 1,000.00	N/A	\$ 1,000.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Transport - 7 yr - 155 Mbps	MRC	Y	N	\$ 2,650.00	N/A	\$ 2,650.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation DS-1 - 3 Year Cpp	MRC	Y	N	\$ 50.00	N/A	\$ 50.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation DS-1 - 5 Year Cpp	MRC	Y	N	\$ 45.00	N/A	\$ 45.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation DS-1 - 7 Year Cpp	MRC	Y	N	\$ 40.00	N/A	\$ 40.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation DS-3 - 3 Year Cpp	MRC	Y	N	\$ 150.00	N/A	\$ 150.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation DS-3 - 5 Year Cpp	MRC	Y	N	\$ 125.00	N/A	\$ 125.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation DS-3 - 7 Year Cpp	MRC	Y	N	\$ 100.00	N/A	\$ 100.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation - Endless or Activation - Endless	MRC	Y	N	\$ 100.00	N/A	\$ 100.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation - Endless or Activation - Endless	MRC	Y	N	\$ 100.00	N/A	\$ 100.00
FL	Digital Network Service	1	GTE	Digital Network Service	Frame Relay Service	Service Activation - Endless or Activation - Endless	MRC	Y	N	\$ 90.00	N/A	\$ 90.00

Item	Part	Qty	Unit Price	Total Price	Product Brand	Product Lot	Services Description	Billing Type	Result Position	Discount Position	Retail Rate	Avoided Cost	Result Rate
FL	Digital Network Service	1	110.00	110.00	Digital Network Service	Metrolan Service	Service Activation - Token Ring - 3 Years	MRC	Y	N	110.00	NA	110.00
FL	Digital Network Service	1	100.00	100.00	Digital Network Service	Metrolan Service	Service Activation - Token Ring - 5 Years	MRC	Y	N	100.00	NA	100.00
FL	Centrex Service	1	90.00	90.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	N	90.00	NA	90.00
FL	Centrex Service	1	8.50	8.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	8.50	1.19	7.31
FL	Centrex Service	1	25.85	25.85	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	25.85	3.21	22.64
FL	Centrex Service	1	21.15	21.15	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	21.15	2.62	18.53
FL	Centrex Service	1	15.85	15.85	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	15.85	1.94	13.91
FL	Centrex Service	1	12.80	12.80	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	12.80	1.19	11.61
FL	Centrex Service	1	12.15	12.15	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	12.15	1.51	10.64
FL	Centrex Service	1	34.16	34.16	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	34.16	4.24	29.92
FL	Centrex Service	1	5.60	5.60	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	5.60	0.89	4.71
FL	Centrex Service	1	5.40	5.40	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	5.40	0.83	4.57
FL	Centrex Service	1	4.78	4.78	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	4.78	0.59	4.19
FL	Centrex Service	1	3.02	3.02	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	3.02	0.37	2.65
FL	Centrex Service	1	3.80	3.80	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	3.80	0.47	3.33
FL	Centrex Service	1	8.75	8.75	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	8.75	1.21	7.54
FL	Centrex Service	1	2.25	2.25	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	2.25	0.28	1.97
FL	Centrex Service	1	2.65	2.65	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	2.65	0.31	2.34
FL	Centrex Service	1	2.55	2.55	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	2.55	0.32	2.23
FL	Centrex Service	1	7.00	7.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	7.00	0.87	6.13
FL	Centrex Service	1	100.00	100.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	N	100.00	NA	100.00
FL	Centrex Service	1	50.00	50.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	N	50.00	NA	50.00
FL	Centrex Service	1	25.00	25.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	N	25.00	NA	25.00
FL	Centrex Service	1	15.00	15.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	N	15.00	NA	15.00
FL	Centrex Service	1	12.00	12.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	12.00	1.49	10.51
FL	Centrex Service	1	11.50	11.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	11.50	1.43	10.07
FL	Centrex Service	1	11.25	11.25	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	11.25	1.40	9.85
FL	Centrex Service	1	11.00	11.00	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	11.00	1.37	9.63
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.50	1.30	9.20
FL	Centrex Service	1	10.50	10.50	Centrex Service	Metrolan Service	Service Activation - Token Ring - 7 Years	MRC	Y	Y	10.		

Issue Date: 03/20/94

read this	State	Change or % to	Product Brand	Product Set	Services Description	Billing Type	Reals Position	Different Positions	Retail Rate	Avoided Cost	Results Ratio
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	D - Packet Per Channel	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	Feature Series 1000 Per Station	MRC	Y	Y	\$ 2.75	\$ 0.31	\$ 2.41
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	Feature Series 2000 Per Station	MRC	Y	Y	\$ 2.75	\$ 0.34	\$ 2.41
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	Feature Series 3000 Per Station	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	OCLASS 1-25 Per Stations	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	OCLASS 20-50 Per Stations	MRC	Y	Y	\$ 4.50	\$ 0.54	\$ 3.94
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	OCLASS 51+ Per Stations	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	Maximum OCLASS Per Customer	MRC	Y	Y	\$ 400.00	\$ 49.64	\$ 350.36
	FL	GTE	CentraNet Digital CentraNet	Analog CentraNet Service	Advanced Feature Package	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Basic Package	MRC	Y	N	\$ 25.00	\$ NA	\$ 25.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Basic Package	MRC	Y	N	\$ 6.50	\$ 0.81	\$ 5.69
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Deluxe Package	MRC	Y	N	\$ 25.00	\$ NA	\$ 25.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Deluxe Package	MRC	Y	N	\$ 8.50	\$ 1.09	\$ 7.43
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Deluxe Package	MRC	Y	N	\$ 25.00	\$ NA	\$ 25.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Deluxe Package	MRC	Y	N	\$ 15.00	\$ 1.55	\$ 13.45
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Digital MRC's Deluxe Package	MRC	Y	N	\$ 15.00	\$ NA	\$ 15.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Circuit Switched Data 1000 Package	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Circuit Switched Data 1000 Package	MRC	Y	Y	\$ 15.00	\$ NA	\$ 15.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Circuit Switched Data 2000 Package	MRC	Y	N	\$ 5.00	\$ 0.62	\$ 4.38
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Circuit Switched Data 2000 Package	MRC	Y	N	\$ 15.00	\$ NA	\$ 15.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	K-25 Enhancement Per Line	MRC	Y	N	\$ 15.00	\$ NA	\$ 15.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	X-25 Enhancement Per Line	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Advanced Package Per SESS Console	MRC	Y	N	\$ 100.00	\$ NA	\$ 100.00
	FL	GTE	CentraNet Digital CentraNet	Digital (RDN) CentraNet Service	Advanced Package Per SESS Console	MRC	Y	N	\$ 30.00	\$ 3.72	\$ 26.28
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Additional Number	MRC	Y	Y	\$ 2.00	\$ 0.21	\$ 1.79
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Data Link Interface	MRC	Y	N	\$ 200.00	\$ NA	\$ 200.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Data Link Interface	MRC	Y	Y	\$ 70.00	\$ 8.49	\$ 61.51
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Flexible Night Answer	MRC	Y	N	\$ 39.50	\$ NA	\$ 39.50
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Identification Multiple Numbers	MRC	Y	N	\$ 1.45	\$ 0.09	\$ 1.43
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Identification Multiple Numbers	MRC	Y	Y	\$ 0.70	\$ 0.09	\$ 0.61
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Pre-Determined Night Answer	MRC	Y	Y	\$ 39.50	\$ NA	\$ 39.50
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Universal Night Answer	MRC	Y	N	\$ 0.10	\$ 0.01	\$ 0.09
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Advanced Universal Night Answer	MRC	Y	N	\$ 5.25	\$ NA	\$ 5.25
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Authorization Codes Per Group of 100	MRC	Y	Y	\$ 0.20	\$ 0.02	\$ 0.18
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Automatic Route Selection	MRC	Y	N	\$ 3.00	\$ NA	\$ 3.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Automatic Route Selection	MRC	Y	N	\$ 0.30	\$ 0.04	\$ 0.26
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Call Tracing Service	MRC	Y	N	\$ 150.00	\$ NA	\$ 150.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 1-25 Per Line	MRC	Y	Y	\$ 0.35	\$ 0.04	\$ 0.31
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 26-50 Per Line	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 5.50	\$ 0.68	\$ 4.82
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 90.00	\$ 11.17	\$ 78.83
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 180.00	\$ 22.34	\$ 157.66
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 360.00	\$ 44.68	\$ 315.32
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Name and Number 51+ Per Line	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Number 1-25 Per Line	MRC	Y	Y	\$ 4.50	\$ 0.56	\$ 3.94
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Number 26-50 Per Line	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Number 51+ Per Line	MRC	Y	Y	\$ 25.00	\$ 3.19	\$ 21.80
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Number 26-50 Per Line	MRC	Y	Y	\$ 50.00	\$ 6.21	\$ 43.79
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Caller ID Number 51+ Per Line	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Circuit Switched Data Direct Connect	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Circuit Switched Data Direct Connect	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Code Calling Access	MRC	Y	N	\$ 25.00	\$ NA	\$ 25.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Code Calling Access	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Conference Calling Each Port (R)	MRC	Y	N	\$ 100.00	\$ NA	\$ 100.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Conference Calling Each Port (R)	MRC	Y	N	\$ 40.00	\$ 4.96	\$ 35.04
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Dictation Access (1) Per Trunk	MRC	Y	N	\$ 25.00	\$ NA	\$ 25.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Dictation Access (1) Per Trunk	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	ETS / CCSA Access Per Termination	MRC	Y	Y	\$ 50.00	\$ NA	\$ 50.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	ETS / CCSA Access Per Termination	MRC	Y	Y	\$ 20.00	\$ 2.48	\$ 17.52
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	FX / FCO Access Per Termination	MRC	Y	N	\$ 50.00	\$ NA	\$ 50.00
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	FX / FCO Access Per Termination	MRC	Y	Y	\$ 20.00	\$ 2.48	\$ 17.52
	FL	GTE	CentraNet Digital CentraNet	Optional System Features	Unified Automatic Call Distribution	MRC	Y	Y	\$ 0.30	\$ 0.04	\$ 0.26

[illegible]

read	State	Change or %	Product Brand	Product Set	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	12 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 90.00	\$ 11.17	\$ 78.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	12 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 105.00	\$ 13.63	\$ 91.37
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	12 Months Contract - 751+ Stations	MRC	Y	Y	\$ 120.00	\$ 14.89	\$ 105.11
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 2-25 Stations	MRC	Y	Y	\$ 15.00	\$ 3.86	\$ 13.14
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 26-50 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74.45
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	36 Months Contract - 751+ Stations	MRC	Y	Y	\$ 115.00	\$ 14.27	\$ 100.73
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 65.00	\$ 8.07	\$ 56.93
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 80.00	\$ 9.99	\$ 70.01
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 110.00	\$ 13.65	\$ 96.35
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 55.00	\$ 7.45	\$ 47.55
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.17	\$ 83.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 105.00	\$ 13.03	\$ 91.97
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 15.00	\$ 3.10	\$ 11.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74.45
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 115.00	\$ 14.27	\$ 100.73
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 65.00	\$ 8.07	\$ 56.93
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 80.00	\$ 9.99	\$ 70.01
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 110.00	\$ 13.65	\$ 96.35
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 55.00	\$ 7.45	\$ 47.55
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.17	\$ 83.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 105.00	\$ 13.03	\$ 91.97
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 15.00	\$ 3.10	\$ 11.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74.45
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 115.00	\$ 14.27	\$ 100.73
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 65.00	\$ 8.07	\$ 56.93
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 80.00	\$ 9.99	\$ 70.01
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 110.00	\$ 13.65	\$ 96.35
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 55.00	\$ 7.45	\$ 47.55
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.17	\$ 83.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 105.00	\$ 13.03	\$ 91.97
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 15.00	\$ 3.10	\$ 11.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74.45
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 115.00	\$ 14.27	\$ 100.73
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 65.00	\$ 8.07	\$ 56.93
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 80.00	\$ 9.99	\$ 70.01
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 110.00	\$ 13.65	\$ 96.35
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 55.00	\$ 7.45	\$ 47.55
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.17	\$ 83.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 105.00	\$ 13.03	\$ 91.97
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 15.00	\$ 3.10	\$ 11.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74.45
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 115.00	\$ 14.27	\$ 100.73
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 65.00	\$ 8.07	\$ 56.93
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 80.00	\$ 9.99	\$ 70.01
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 110.00	\$ 13.65	\$ 96.35
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 55.00	\$ 7.45	\$ 47.55
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.17	\$ 83.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 105.00	\$ 13.03	\$ 91.97
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 15.00	\$ 3.10	\$ 11.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74.45
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 115.00	\$ 14.27	\$ 100.73
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 40.00	\$ 4.96	\$ 35.04
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 65.00	\$ 8.07	\$ 56.93
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 80.00	\$ 9.99	\$ 70.01
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 110.00	\$ 13.65	\$ 96.35
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 35.00	\$ 4.34	\$ 30.66
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 55.00	\$ 7.45	\$ 47.55
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 75.00	\$ 9.31	\$ 65.69
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 95.00	\$ 11.17	\$ 83.83
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 105.00	\$ 13.03	\$ 91.97
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 51-100 Stations	MRC	Y	Y	\$ 15.00	\$ 3.10	\$ 11.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 101-200 Stations	MRC	Y	Y	\$ 25.00	\$ 3.10	\$ 21.90
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 201-500 Stations	MRC	Y	Y	\$ 45.00	\$ 5.58	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 501-750 Stations	MRC	Y	Y	\$ 70.00	\$ 8.69	\$ 61.31
FL	GTE	CentralNet Digital	CentralNet	Location Code / Extension Dialing Plan	60 Months Contract - 751+ Stations	MRC	Y	Y	\$ 85.00	\$ 10.55	\$ 74

Issue Date 02/20/09

read other	State	Comp or "W"	Product Band	Product Set	Service Description	Billing Type	Resale Position	Discount Position	Resale Rate	Avoided Cost	Resale Rate
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.75	\$ 0.22	\$ 1.53
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.60	\$ 0.20	\$ 1.40
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.45	\$ 0.18	\$ 1.27
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.30	\$ 0.16	\$ 1.14
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 2.25	\$ 0.28	\$ 1.97
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 2.00	\$ 0.23	\$ 1.75
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.75	\$ 0.22	\$ 1.53
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.50	\$ 0.19	\$ 1.31
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.40	\$ 0.17	\$ 1.23
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.29	\$ 0.16	\$ 1.13
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.15	\$ 0.13	\$ 1.04
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.50	\$ 0.19	\$ 1.31
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.25	\$ 0.16	\$ 1.09
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.18	\$ 0.13	\$ 1.05
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.08	\$ 0.11	\$ 0.99
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.08	\$ 0.11	\$ 0.99
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.30	\$ 0.16	\$ 1.14
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.05	\$ 0.14	\$ 0.95
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 1.03	\$ 0.13	\$ 0.90
FL	GTE	CentralNet Digital	CentralNet	Intercom Calling	Intercom Calling	MRC	Y	Y	\$ 0.97	\$ 0.12	\$ 0.85
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 320.00	N/A	\$ 320.00
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 65.00	\$ 8.97	\$ 56.99
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 160.00	N/A	\$ 160.00
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	Y	\$ 80.00	\$ 7.43	\$ 72.57
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 55.00	N/A	\$ 55.00
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	Y	\$ 55.00	\$ 6.83	\$ 48.17
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 35.00	N/A	\$ 35.00
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	Y	\$ 35.00	\$ 6.21	\$ 28.79
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 25.00	N/A	\$ 25.00
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	Y	\$ 45.00	\$ 5.18	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 90.00	N/A	\$ 90.00
FL	GTE	CentralNet Digital	CentralNet	Access to Private Facilities	Access to Private Facilities	MRC	Y	N	\$ 50.00	N/A	\$ 50.00
FL	GTE	CentralNet Digital	CentralNet	Work At Home Service	Work At Home Service	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	GTE	CentralNet Digital	CentralNet	Work At Home Service	Work At Home Service	MRC	Y	Y	\$ 9.37	\$ 1.16	\$ 8.17
FL	GTE	CentralNet Digital	CentralNet	Extension Line Channel	Extension Line Channel	MRC	Y	Y	\$ 10.23	\$ 1.33	\$ 8.96
FL	GTE	CentralNet Digital	CentralNet	Extension Line Channel	Extension Line Channel	MRC	Y	Y	\$ 10.68	\$ 1.33	\$ 9.35
FL	GTE	CentralNet Digital	CentralNet	Extension Line Channel	Extension Line Channel	MRC	Y	Y	\$ 11.18	\$ 1.39	\$ 9.79
FL	GTE	CentralNet Digital	CentralNet	Extension Line Channel	Extension Line Channel	MRC	Y	Y	\$ 11.63	\$ 1.44	\$ 10.19
FL	GTE	CentralNet Digital	CentralNet	Extension Line Channel	Extension Line Channel	MRC	Y	Y	\$ 4.20	\$ 0.52	\$ 3.68
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 1.25	\$ 0.16	\$ 1.09
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 1.25	\$ 0.16	\$ 1.09
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 3.50	N/A	N/A
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 4.50	N/A	N/A
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 4.50	N/A	N/A
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 6.00	N/A	N/A
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 0.05	\$ 0.04	\$ 0.01
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 45.00	\$ 5.18	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 45.00	\$ 5.18	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 45.00	\$ 5.18	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 45.00	\$ 5.18	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 45.00	\$ 5.18	\$ 39.42
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 0.01	\$ 0.00	\$ 0.01
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 2.60	\$ 0.32	\$ 2.28
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 2,000.00	N/A	\$ 2,000.00
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 1,000.00	\$ 124.10	\$ 875.90
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 500.00	N/A	\$ 500.00
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 500.00	\$ 6.21	\$ 43.89
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 400.00	N/A	\$ 400.00
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 150.00	\$ 18.52	\$ 131.39
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 600.00	N/A	\$ 600.00
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 260.00	\$ 32.27	\$ 227.73
FL	GTE	CentralNet Digital	CentralNet	Interface Channel	Interface Channel	MRC	Y	Y	\$ 800.00	N/A	\$ 800.00

read	State	Comp	W/V	Product Brand	Product Set	Service Description	Building Type	Revs	Discreet	Retail Rate	Avoided Cost	Revs Rate
FL	GTE			Miscellaneous Service Arrangements	Special Billing Service	Out - up Instant Call - 351-500 Stations	MRC	Y	Y	\$ 370.00	\$ 43.92	\$ 324.08
FL	GTE			Miscellaneous Service Arrangements	Special Billing Service	Out - up Instant Call - 501+ Stations	MRC	Y	N	\$ 1,000.00	NA	\$ 1,000.00
FL	GTE			Miscellaneous Service Arrangements	Special Billing Service	Out - up Instant Call - 501+ Stations	MRC	Y	Y	\$ 500.00	\$ 62.03	\$ 437.97
FL	GTE			Miscellaneous Service Arrangements	Night Answering	Each Trunk Multiplied to Non-Rotary Further	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Unit for 1 to 10 Fire Answering Phones	MRC	Y	N	\$ 11.00	NA	\$ 11.00
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Unit for 1 to 10 Fire Answering Phones	MRC	Y	Y	\$ 28.00	\$ 3.47	\$ 24.53
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Unit for 1 to 10 Fire Answering Phones	MRC	Y	N	\$ 75.00	NA	\$ 75.00
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Unit for Each Additional Answering Telephones	MRC	Y	N	\$ 11.00	NA	\$ 11.00
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Unit for Each Additional Answering Telephones	MRC	Y	Y	\$ 28.00	\$ 3.47	\$ 24.53
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Unit for Each Additional Answering Telephones - 5 Years	MRC	Y	N	\$ 75.00	NA	\$ 75.00
FL	GTE			Miscellaneous Service Arrangements	Supplemental Equipment	Automatic Connection of Fire Alarm Siren	MRC	Y	N	\$ 27.50	NA	\$ 27.50
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Automatic Connection of Fire Alarm Siren	MRC	Y	Y	\$ 17.50	\$ 2.17	\$ 15.33
FL	GTE			Miscellaneous Service Arrangements	Free Alarm Common Equipment	Automatic Connection of Fire Alarm Siren - 5 Year	MRC	Y	N	\$ 75.00	NA	\$ 75.00
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 4.00	\$ 0.50	\$ 3.50
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	GTE			Miscellaneous Service Arrangements	GTE Calling Services	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2		

read	State	Change	Year	Product Band	Product Set	Service Descriptions	Rating	Feature	Discount	Retail	Avail	Rate
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Call Tracing Service - Per Activation	MRC	Y	N	\$ 3.50	NA	\$ 3.50
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Call ID - Number - Minimum	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Call ID - Number - Maximum	MRC	Y	Y	\$ 15.00	\$ 1.86	\$ 13.14
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Call ID - Number - Current	MRC	Y	Y	\$ 10.00	\$ 1.24	\$ 8.76
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Complete Blocking	MRC	Y	Y	-	-	-
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Anonymous Call Blocking - Minimum	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Anonymous Call Blocking - Maximum	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Anonymous Call Blocking - Current	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Caller ID Name and Number - Minimum	MRC	Y	Y	\$ 7.45	\$ 0.92	\$ 6.53
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Caller ID Name and Number - Maximum	MRC	Y	Y	\$ 15.00	\$ 1.99	\$ 14.01
FL	OIE	B		Miscellaneous Service Arrangements	COLASS	Caller ID Name and Number - Current	MRC	Y	Y	\$ 11.50	\$ 1.43	\$ 10.07
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Call Forwarding - Variable - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Call Forwarding - Variable - Maximum	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Call Forwarding - Variable - Current	MRC	Y	Y	\$ 3.20	\$ 0.40	\$ 2.80
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Three-Way Calling - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Three-Way Calling - Maximum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Three-Way Calling - Current	MRC	Y	Y	\$ 3.20	\$ 0.40	\$ 2.80
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Minimum	MRC	Y	Y	\$ 0.25	\$ 0.03	\$ 0.22
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Maximum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Current	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Minimum	MRC	Y	Y	\$ 0.50	\$ 0.06	\$ 0.44
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Maximum	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Current	MRC	Y	Y	\$ 2.80	\$ 0.35	\$ 2.45
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Maximum	MRC	Y	Y	\$ 10.00	\$ 1.24	\$ 8.76
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Speed Calling (RCode) - Current	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Automatic Busy Redial - Minimum	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Automatic Busy Redial - Maximum	MRC	Y	Y	\$ 4.80	\$ 0.60	\$ 4.20
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Automatic Busy Redial - Current	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Automatic Call Return - Minimum	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Automatic Call Return - Maximum	MRC	Y	Y	\$ 4.80	\$ 0.60	\$ 4.20
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Automatic Call Return - Current	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Call Block - Minimum	MRC	Y	Y	\$ 7.00	\$ 0.87	\$ 6.13
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Call Block - Maximum	MRC	Y	Y	\$ 3.20	\$ 0.40	\$ 2.80
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Call Block - Current	MRC	Y	Y	\$ 1.50	\$ 0.19	\$ 1.31
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Special Call Acceptance - Minimum	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Special Call Acceptance - Maximum	MRC	Y	Y	\$ 2.40	\$ 0.30	\$ 2.10
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Special Call Acceptance - Current	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Special Call Acceptance - Minimum	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Special Call Acceptance - Maximum	MRC	Y	Y	\$ 4.80	\$ 0.60	\$ 4.20
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Special Call Acceptance - Current	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	VIP Alert - Minimum	MRC	Y	Y	\$ 8.00	\$ 0.99	\$ 7.01
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	VIP Alert - Maximum	MRC	Y	Y	\$ 3.20	\$ 0.40	\$ 2.80
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	VIP Alert - Current	MRC	Y	Y	\$ 10.00	NA	\$ 10.00
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Each Area Code	MRC	Y	Y	\$ 8.10	NA	\$ 8.10
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Each Telephone Number Requested Within an Area	MRC	Y	Y	\$ 25.00	NA	\$ 25.00
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Installation Charge Residence Line	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Monthly Charge Business Line	MRC	Y	Y	\$ 25.00	NA	\$ 25.00
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Monthly Charge Business Line	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 20 DO Numbers - 12 Months	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 20 DO Numbers - 36 Months	MRC	Y	Y	\$ 90.00	\$ 11.17	\$ 78.83
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 20 DO Numbers - 60 Months	MRC	Y	Y	\$ 80.00	\$ 9.93	\$ 70.07
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Each Additional 20 DO - 12 Months	MRC	Y	Y	\$ 95.00	\$ 11.79	\$ 83.21
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Each Additional 20 DO - 36 Months	MRC	Y	Y	\$ 90.00	\$ 11.17	\$ 78.83
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Each Additional 20 DO - 60 Months	MRC	Y	Y	\$ 80.00	\$ 9.93	\$ 70.07
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 100 DO Station - 12 Months	MRC	Y	Y	\$ 420.00	\$ 52.12	\$ 367.88
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 100 DO Station - 36 Months	MRC	Y	Y	\$ 400.00	\$ 49.64	\$ 350.36
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 100 DO Station - 60 Months	MRC	Y	Y	\$ 350.00	\$ 43.44	\$ 306.56
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Entire Second 100 DO Station - 12 Months	MRC	Y	Y	\$ 340.00	\$ 42.19	\$ 297.81
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Entire Second 100 DO Station - 36 Months	MRC	Y	Y	\$ 290.00	\$ 36.71	\$ 253.29
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	Entire Second 100 DO Station - 60 Months	MRC	Y	Y	\$ 260.00	\$ 33.00	\$ 227.00
FL	OIE	B		Miscellaneous Service Arrangements	Build+PAK	First 20 DO Numbers - 12 Months	MRC	Y	Y	\$ 75.00	\$ 9.41	\$ 65.59

Rate	State	Comp	Wm	Predict Set	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 72.00	\$ 8.94	\$ 63.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 64.00	\$ 7.94	\$ 56.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 76.00	\$ 9.43	\$ 66.57
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 72.00	\$ 8.94	\$ 63.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 64.00	\$ 7.94	\$ 56.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 550.00	\$ 1.94	\$ 548.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 20.00	\$ NA	\$ 20.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 550.00	\$ NA	\$ 548.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 440.00	\$ 54.60	\$ 385.40
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 440.00	\$ NA	\$ 440.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 357.50	\$ 44.37	\$ 313.13
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 440.00	\$ NA	\$ 440.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 60.00	\$ 9.93	\$ 50.07
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 20.00	\$ NA	\$ 20.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 80.00	\$ 9.93	\$ 70.07
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 55.00	\$ NA	\$ 55.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 44.00	\$ 5.46	\$ 38.54
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 55.00	\$ NA	\$ 55.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 44.00	\$ 5.46	\$ 38.54
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 20.00	\$ NA	\$ 20.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 5.00	\$ 0.62	\$ 4.38
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 550.00	\$ NA	\$ 548.06
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 308.00	\$ 38.22	\$ 269.78
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 6,000.00	\$ NA	\$ 6,000.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 55.00	\$ NA	\$ 55.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 30.00	\$ 3.82	\$ 26.18
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 600.00	\$ NA	\$ 600.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 6.00	\$ NA	\$ 6.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 12.95	\$ 1.61	\$ 11.34
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 9.80	\$ 1.23	\$ 8.57
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 15.00	\$ NA	\$ 15.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 14.95	\$ NA	\$ 14.95
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 16.00	\$ 1.99	\$ 14.01
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.04	\$ 0.08	\$ 0.04
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.02	\$ 0.08	\$ 0.02
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 3.75	\$ 0.47	\$ 3.28
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 3.75	\$ 0.47	\$ 3.28
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 5.50	\$ 0.68	\$ 4.82
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 3.75	\$ 0.47	\$ 3.28
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 5.50	\$ 0.68	\$ 4.82
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 2.50	\$ 0.31	\$ 2.19
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 3.75	\$ 0.47	\$ 3.28
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 5.50	\$ 0.68	\$ 4.82
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 10.00	\$ NA	\$ 10.00
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 350.00	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 100.00	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 40.00	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.07	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.35	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.08	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.15	\$ NA	\$ NA
FL	QTE			Miscellaneous Service Arrangements	DD Service	MRC	Y	Y	\$ 0.25	\$ NA	\$ NA

Order	State	Comp	Buyer	Product Set	Service Description	Billing Type	Rebate Position	Discount Position	Retail Rate	Avoided Cost	Rebate Rate
FL	GTE			Miscellaneous Service Arrangements	GTE Name/Address Service	Usage	Y	Y	\$ 0.75	\$ 0.09	\$ 0.66
FL	GTE			Miscellaneous Service Arrangements	Intercept Message on the Move	Usage	Y	Y	\$ 4.50	\$ 0.34	\$ 4.16
FL	GTE	R		Miscellaneous Service Arrangements	Intercept Message on the Move	MRC	Y	Y	\$ 10.00	\$ 1.24	\$ 8.76
FL	GTE	B		Miscellaneous Service Arrangements	Intercept Message on the Move	MRC	Y	Y	\$ 10.00	\$ 1.24	\$ 8.76
FL	GTE	B		Miscellaneous Service Arrangements	Intercept Message on the Move	MRC	Y	Y	\$ 3.00	\$ 0.37	\$ 2.63
FL	GTE			Miscellaneous Service Arrangements	Billed Number Screening	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	Billed Number Screening	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	Billed Number Screening	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 1.25	\$ 0.16	\$ 1.09
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 1.50	\$ 0.19	\$ 1.31
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 0.50	\$ 0.06	\$ 0.44
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 250.00	\$ 31.03	\$ 218.97
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 500.00	\$ 50.00	\$ 450.00
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 1.50	\$ 0.19	\$ 1.31
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 0.50	\$ 0.06	\$ 0.44
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 1.00	\$ 0.12	\$ 0.88
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 19.00	\$ 2.38	\$ 16.62
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 25.00	\$ NA	\$ 25.00
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 2.00	\$ 0.25	\$ 1.75
FL	GTE			Miscellaneous Service Arrangements	Services For ESP's	MRC	Y	Y	\$ 2.75	\$ 0.34	\$ 2.41
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 8.00	\$ 1.12	\$ 6.88
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 70.00	\$ NA	\$ 70.00
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 6.00	\$ 0.74	\$ 5.26
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 50.00	\$ NA	\$ 50.00
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 34.00	\$ 4.22	\$ 29.78
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 90.00	\$ NA	\$ 90.00
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
FL	GTE			Miscellaneous Service Arrangements	Alarm Transport Service	MRC	Y	Y	\$ 500.00	\$ NA	\$ 500.00
FL	GTE			Miscellaneous Service Arrangements	Agency Connection Port Access	MRC	Y	Y	\$ 325.00	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Establishment of Port at 900	MRC	Y	Y	\$ 100.00	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Any Change in Establishment Call Rate	MRC	Y	Y	\$ 40.00	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	PrimeLine 800 Access Lines	MRC	Y	Y	\$ 0.10	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Transport Charge First Minute	MRC	Y	Y	\$ 0.05	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Transport Charge Additional 30 Seconds	MRC	Y	Y	\$ 0.08	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Billing and Collection \$0.05 - \$0.50	Usage	Y	Y	\$ 0.15	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Billing and Collection \$0.51 - \$2.00	Usage	Y	Y	\$ 0.25	\$ NA	\$ NA
FL	GTE			Miscellaneous Service Arrangements	Billing and Collection \$2.01 - \$50.00	Usage	Y	Y	\$ 20.00	\$ NA	\$ 20.00
FL	GTE	B		Miscellaneous Service Arrangements	Business	MRC	Y	Y	\$ 2.00	\$ 0.27	\$ 1.73
FL	GTE	B		Miscellaneous Service Arrangements	Business	MRC	Y	Y	\$ 1.00	\$ NA	\$ 1.00
FL	GTE	B		Miscellaneous Service Arrangements	Residence	MRC	Y	Y	\$ 1,200.00	\$ NA	\$ 1,200.00
FL	GTE	B		Miscellaneous Service Arrangements	Type 1 Transport - Nonrecurring	MRC	Y	Y	\$ 1,000.00	\$ 129.06	\$ 870.94
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport - One Year	MRC	Y	Y	\$ 900.00	\$ 121.42	\$ 778.58
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport - Three Year	MRC	Y	Y	\$ 930.00	\$ 111.41	\$ 818.59
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport - Five Year	MRC	Y	Y	\$ 890.00	\$ 110.45	\$ 779.55
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport - Seven Year	MRC	Y	Y	\$ 1,200.00	\$ NA	\$ 1,200.00
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive - Nonrecurring	MRC	Y	Y	\$ 1,000.00	\$ 129.06	\$ 870.94
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive - One Year	MRC	Y	Y	\$ 900.00	\$ 121.42	\$ 778.58
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive - Three Year	MRC	Y	Y	\$ 930.00	\$ 111.41	\$ 818.59
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive - Five Year	MRC	Y	Y	\$ 890.00	\$ 110.45	\$ 779.55
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive - Seven Year	MRC	Y	Y	\$ 1,200.00	\$ NA	\$ 1,200.00
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - Nonrecurring	MRC	Y	Y	\$ 1,000.00	\$ NA	\$ 1,000.00
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - One Year	MRC	Y	Y	\$ 1,500.00	\$ 185.11	\$ 1,314.89
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - Three Year	MRC	Y	Y	\$ 1,450.00	\$ 179.91	\$ 1,270.09
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - Five Year	MRC	Y	Y	\$ 1,400.00	\$ 173.74	\$ 1,226.26
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - Seven Year	MRC	Y	Y	\$ 1,340.00	\$ 166.29	\$ 1,173.71
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive Only - Nonrecurring	MRC	Y	Y	\$ 1,000.00	\$ NA	\$ 1,000.00
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive Only - One Year	MRC	Y	Y	\$ 1,500.00	\$ 186.11	\$ 1,313.89
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive Only - Three Year	MRC	Y	Y	\$ 1,450.00	\$ 179.91	\$ 1,270.09
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive Only - Five Year	MRC	Y	Y	\$ 1,400.00	\$ 173.74	\$ 1,226.26
FL	GTE			Miscellaneous Service Arrangements	Type 1 Receive Only - Seven Year	MRC	Y	Y	\$ 1,340.00	\$ 166.29	\$ 1,173.71
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - Nonrecurring	MRC	Y	Y	\$ 2,000.00	\$ NA	\$ 2,000.00
FL	GTE			Miscellaneous Service Arrangements	Type 1 Transport Only - One Year	MRC	Y	Y	\$ 2,045.00	\$ 253.79	\$ 1,791.21

Issue Date	read- Order	State	Campa- ign or 'N'	Product Band	Product Set	Service Description	Billing Type	Facility	Discount Position	Retail Rate	Avoided Cost	Resale Rate
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Type I Transceive Only - Three Year	MRC	Y	Y	\$ 1,935.00	\$ 240.13	\$ 1,694.87
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Type I Transceive Only - Five Year	MRC	Y	Y	\$ 1,805.00	\$ 217.72	\$ 1,607.28
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Type I Transceive Only - Seven Year	MRC	Y	Y	\$ 1,750.00	\$ 217.18	\$ 1,532.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - First - Nonrecurring	MRC	Y	N	\$ 950.00	N/A	\$ 950.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - First - One Year	MRC	Y	Y	\$ 940.00	\$ 116.63	\$ 823.35
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - First - Three Year	MRC	Y	Y	\$ 800.00	\$ 109.21	\$ 770.79
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - First - Five Year	MRC	Y	Y	\$ 730.00	\$ 103.00	\$ 727.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - First - Seven Year	MRC	Y	Y	\$ 690.00	\$ 98.04	\$ 691.96
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Additional - Nonrecurring	MRC	Y	N	\$ 450.00	N/A	\$ 450.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Additional - One Year	MRC	Y	Y	\$ 480.00	\$ 60.81	\$ 429.19
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Additional - Three Year	MRC	Y	Y	\$ 460.00	\$ 57.09	\$ 402.91
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Additional - Five Year	MRC	Y	Y	\$ 435.00	\$ 53.98	\$ 381.02
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Additional - Seven Year	MRC	Y	Y	\$ 410.00	\$ 50.88	\$ 359.12
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - First - Nonrecurring	MRC	Y	N	\$ 950.00	N/A	\$ 950.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - First - One Year	MRC	Y	Y	\$ 840.00	\$ 114.65	\$ 725.35
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - First - Three Year	MRC	Y	Y	\$ 800.00	\$ 109.21	\$ 770.79
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - First - Five Year	MRC	Y	Y	\$ 820.00	\$ 103.00	\$ 727.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - First - Seven Year	MRC	Y	Y	\$ 780.00	\$ 98.04	\$ 691.96
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - Additional - Nonrecurring	MRC	Y	N	\$ 450.00	N/A	\$ 450.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - Additional - One Year	MRC	Y	Y	\$ 480.00	\$ 60.81	\$ 429.19
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - Additional - Three Year	MRC	Y	Y	\$ 460.00	\$ 57.09	\$ 402.91
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - Additional - Five Year	MRC	Y	Y	\$ 435.00	\$ 53.98	\$ 381.02
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Receive - Additional - Seven Year	MRC	Y	Y	\$ 410.00	\$ 50.88	\$ 359.12
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Nonrecurring	MRC	Y	N	\$ 2,200.00	N/A	\$ 2,200.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - One Year	MRC	Y	Y	\$ 1,685.00	\$ 210.33	\$ 1,484.65
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Three Year	MRC	Y	Y	\$ 1,595.00	\$ 197.94	\$ 1,397.06
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Five Year	MRC	Y	Y	\$ 1,485.00	\$ 183.53	\$ 1,309.47
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Seven Year	MRC	Y	Y	\$ 1,410.00	\$ 174.98	\$ 1,235.02
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Type I Transceive - Nonrecurring	MRC	Y	N	\$ 1,500.00	N/A	\$ 1,500.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - One Year	MRC	Y	Y	\$ 1,480.00	\$ 181.19	\$ 1,278.81
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Three Year	MRC	Y	Y	\$ 1,370.00	\$ 170.02	\$ 1,199.98
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Five Year	MRC	Y	Y	\$ 1,260.00	\$ 160.09	\$ 1,129.91
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Seven Year	MRC	Y	Y	\$ 1,220.00	\$ 151.49	\$ 1,068.69
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Nonrecurring	MRC	Y	N	\$ 2,000.00	N/A	\$ 2,000.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - One Year	MRC	Y	Y	\$ 1,500.00	\$ 186.11	\$ 1,313.85
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Three Year	MRC	Y	Y	\$ 1,380.00	\$ 172.50	\$ 1,217.50
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Five Year	MRC	Y	Y	\$ 1,310.00	\$ 163.97	\$ 1,147.43
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Business Quality	Type I Transceive - Seven Year	MRC	Y	Y	\$ 1,240.00	\$ 153.88	\$ 1,086.12
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Access Port - Type I - Nonrecurring	MRC	Y	N	\$ 125.00	N/A	\$ 125.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Access Port - Type I - One Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Access Port - Type I - Three Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Access Port - Type I - Five Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Access Port - Type I - Seven Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Access Port - Type II - Nonrecurring	MRC	Y	N	\$ 125.00	N/A	\$ 125.00
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Access Port - Type II - One Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Access Port - Type II - Three Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Access Port - Type II - Five Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Access Port - Type II - Seven Year	MRC	Y	Y	\$ 100.00	\$ 12.41	\$ 87.59
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type I (Per Mile) - One Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type I (Per Mile) - Three Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type I (Per Mile) - Five Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type I (Per Mile) - Seven Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type II (Per Mile) - One Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type II (Per Mile) - Three Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type II (Per Mile) - Five Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Broadcast Quality	Transport - Type II (Per Mile) - Seven Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type I (Per Mile) - One Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type I (Per Mile) - Three Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type I (Per Mile) - Five Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type I (Per Mile) - Seven Year	MRC	Y	Y	\$ 37.50	\$ 4.63	\$ 32.83
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type II (Per Mile) - One Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type II (Per Mile) - Three Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type II (Per Mile) - Five Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24
		FL	GTE	Miscellaneous Service Arrangements	VideoConnect Service - Commercial Quality	Transport - Type II (Per Mile) - Seven Year	MRC	Y	Y	\$ 56.22	\$ 6.98	\$ 49.24

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Order	Item	Description	Unit	Price	Quantity	Total Price
1	Wireless LAN Service	Wireless LAN Service	Per Month	\$100.00	12	\$1,200.00
2	Internet Access Service	Internet Access Service	Per Month	\$80.00	12	\$960.00
3	Cloud Storage Service	Cloud Storage Service	Per Month	\$150.00	12	\$1,800.00
4	Managed Network Service	Managed Network Service	Per Month	\$200.00	12	\$2,400.00
5	Security Monitoring Service	Security Monitoring Service	Per Month	\$120.00	12	\$1,440.00
6	Data Backup Service	Data Backup Service	Per Month	\$90.00	12	\$1,080.00
7	IT Helpdesk Support	IT Helpdesk Support	Per Hour	\$50.00	240	\$12,000.00
8	Network Hardware Upgrade	Network Hardware Upgrade	One-time Fee	\$500.00	1	\$500.00
9	Software License Maintenance	Software License Maintenance	Per Year	\$1,000.00	1	\$1,000.00
10	Disaster Recovery Planning	Disaster Recovery Planning	One-time Fee	\$300.00	1	\$300.00
11	Compliance Auditing	Compliance Auditing	Per Audit	\$200.00	1	\$200.00
12	Employee Training Program	Employee Training Program	Per Session	\$100.00	10	\$1,000.00
13	Vendor Management System	Vendor Management System	Per Month	\$180.00	12	\$2,160.00
14	Project Collaboration Tools	Project Collaboration Tools	Per User	\$120.00	50	\$6,000.00
15	Mobile Device Management	Mobile Device Management	Per Device	\$80.00	100	\$8,000.00
16	Cloud Migration Services	Cloud Migration Services	Per Project	\$1,500.00	1	\$1,500.00
17	API Integration Development	API Integration Development	Per Hour	\$75.00	400	\$30,000.00
18	DevOps Automation Setup	DevOps Automation Setup	One-time Fee	\$400.00	1	\$400.00
19	Container Orchestration	Container Orchestration	Per Node	\$150.00	20	\$3,000.00
20	Kubernetes Cluster Management	Kubernetes Cluster Management	Per Month	\$250.00	12	\$3,000.00
21	Docker Image Registry	Docker Image Registry	Per Repository	\$100.00	5	\$500.00
22	CI/CD Pipeline Configuration	CI/CD Pipeline Configuration	One-time Fee	\$350.00	1	\$350.00
23	Infrastructure as Code (IaC)	Infrastructure as Code (IaC)	Per Script	\$120.00	10	\$1,200.00
24	Terraform Module Development	Terraform Module Development	Per Module	\$80.00	15	\$1,200.00
25	Ansible Playbook Writing	Ansible Playbook Writing	Per Playbook	\$60.00	20	\$1,200.00
26	Puppet Manifest Creation	Puppet Manifest Creation	Per Manifest	\$70.00	17	\$1,190.00
27	SaltStack Statefile Development	SaltStack Statefile Development	Per Statefile	\$90.00	13	\$1,170.00
28	Vagrant Environment Setup	Vagrant Environment Setup	One-time Fee	\$100.00	1	\$100.00
29	Virtual Machine Monitoring	Virtual Machine Monitoring	Per VM	\$50.00	10	\$500.00
30	Hypervisor Performance Tuning	Hypervisor Performance Tuning	One-time Fee	\$200.00	1	\$200.00
31	Storage Virtualization Solutions	Storage Virtualization Solutions	Per GB	\$0.10	10,000	\$1,000.00
32	Network Virtualization Solutions	Network Virtualization Solutions	Per Port	\$0.05	20,000	\$1,000.00
33	Application Virtualization Solutions	Application Virtualization Solutions	Per App	\$0.02	50,000	\$1,000.00
34	Desktop Virtualization Solutions	Desktop Virtualization Solutions	Per User	\$0.01	100,000	\$1,000.00
35	Server Virtualization Solutions	Server Virtualization Solutions	Per Server	\$0.005	200,000	\$1,000.00
36	Cloud Native Architecture Design	Cloud Native Architecture Design	Per Project	\$1,000.00	1	\$1,000.00
37	Microservices Deployment Strategy	Microservices Deployment Strategy	One-time Fee	\$400.00	1	\$400.00
38	Service Mesh Implementation	Service Mesh Implementation	Per Namespace	\$150.00	10	\$1,500.00
39	Istio Gateway Configuration	Istio Gateway Configuration	One-time Fee	\$300.00	1	\$300.00
40	Kubernetes Ingress Controller Setup	Kubernetes Ingress Controller Setup	One-time Fee	\$250.00	1	\$250.00
41	Load Balancing Solution	Load Balancing Solution	Per Instance	\$100.00	10	\$1,000.00
42	CDN Integration	CDN Integration	Per Domain	\$50.00	10	\$500.00
43	DDoS Protection Service	DDoS Protection Service	Per Month	\$1,000.00	12	\$12,000.00
44	Web Application Firewall (WAF)	Web Application Firewall (WAF)	Per Month	\$800.00	12	\$9,600.00
45	SQL Injection Prevention	SQL Injection Prevention	One-time Fee	\$300.00	1	\$300.00
46	XSS Attack Mitigation	XSS Attack Mitigation	One-time Fee	\$250.00	1	\$250.00
47	Cross-Site Request Forgery (CSRF) Protection	Cross-Site Request Forgery (CSRF) Protection	One-time Fee	\$200.00	1	\$200.00
48	Session Hijacking Prevention	Session Hijacking Prevention	One-time Fee	\$150.00	1	\$150.00
49	Brute Force Attack Mitigation	Brute Force Attack Mitigation	One-time Fee	\$100.00	1	\$100.00
50	Account Lockout Policy Implementation	Account Lockout Policy Implementation	One-time Fee	\$80.00	1	\$80.00
51	Password Complexity Requirements	Password Complexity Requirements	One-time Fee	\$60.00	1	\$60.00
52	Two-Factor Authentication (MFA) Setup	Two-Factor Authentication (MFA) Setup	One-time Fee	\$400.00	1	\$400.00
53	MFA Software Licenses	MFA Software Licenses	Per User	\$10.00	100	\$1,000.00
54	Secure Email Gateway (SEG)	Secure Email Gateway (SEG)	Per Mailbox	\$5.00	100	\$500.00
55	Spam Filtering Service	Spam Filtering Service	Per Month	\$100.00	12	\$1,200.00
56	Phishing Detection Tool	Phishing Detection Tool	One-time Fee	\$200.00	1	\$200.00
57	Malware Scanning Service	Malware Scanning Service	Per Scan	\$1.00	10,000	\$10,000.00
58	Endpoint Protection Platform (EPP)	Endpoint Protection Platform (EPP)	Per Device	\$10.00	100	\$1,000.00
59	Next-Generation Antivirus (NGAV)	Next-Generation Antivirus (NGAV)	Per Month	\$150.00	12	\$1,8

[illegible]

[illegible]

[illegible]

Printed Date: 03/20/2014

Row	Order	Product	Product Line	Product Sub	Service Description	Rating	Feature	Duration	Rate	Cost	Rate
1	1	1	1	1	Any New 'X' Features - 36 Months	1.50	NA	1	1.50	1.50	1.50
2	2	2	2	2	Any New 'X' Features - 36 Months	1.50	0.19	1	1.50	0.19	1.50
3	3	3	3	3	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
4	4	4	4	4	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
5	5	5	5	5	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
6	6	6	6	6	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
7	7	7	7	7	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
8	8	8	8	8	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
9	9	9	9	9	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
10	10	10	10	10	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
11	11	11	11	11	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
12	12	12	12	12	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
13	13	13	13	13	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
14	14	14	14	14	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
15	15	15	15	15	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
16	16	16	16	16	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
17	17	17	17	17	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
18	18	18	18	18	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
19	19	19	19	19	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
20	20	20	20	20	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
21	21	21	21	21	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
22	22	22	22	22	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
23	23	23	23	23	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
24	24	24	24	24	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
25	25	25	25	25	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
26	26	26	26	26	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
27	27	27	27	27	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
28	28	28	28	28	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
29	29	29	29	29	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
30	30	30	30	30	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
31	31	31	31	31	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
32	32	32	32	32	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
33	33	33	33	33	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
34	34	34	34	34	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
35	35	35	35	35	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
36	36	36	36	36	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
37	37	37	37	37	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
38	38	38	38	38	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
39	39	39	39	39	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
40	40	40	40	40	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
41	41	41	41	41	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
42	42	42	42	42	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
43	43	43	43	43	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
44	44	44	44	44	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
45	45	45	45	45	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
46	46	46	46	46	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
47	47	47	47	47	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
48	48	48	48	48	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
49	49	49	49	49	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
50	50	50	50	50	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
51	51	51	51	51	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
52	52	52	52	52	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
53	53	53	53	53	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
54	54	54	54	54	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
55	55	55	55	55	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
56	56	56	56	56	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
57	57	57	57	57	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
58	58	58	58	58	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
59	59	59	59	59	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
60	60	60	60	60	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
61	61	61	61	61	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
62	62	62	62	62	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
63	63	63	63	63	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
64	64	64	64	64	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
65	65	65	65	65	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
66	66	66	66	66	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
67	67	67	67	67	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
68	68	68	68	68	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
69	69	69	69	69	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
70	70	70	70	70	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
71	71	71	71	71	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
72	72	72	72	72	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
73	73	73	73	73	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
74	74	74	74	74	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
75	75	75	75	75	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
76	76	76	76	76	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
77	77	77	77	77	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
78	78	78	78	78	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
79	79	79	79	79	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
80	80	80	80	80	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
81	81	81	81	81	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
82	82	82	82	82	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
83	83	83	83	83	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
84	84	84	84	84	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
85	85	85	85	85	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
86	86	86	86	86	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
87	87	87	87	87	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
88	88	88	88	88	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
89	89	89	89	89	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
90	90	90	90	90	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
91	91	91	91	91	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
92	92	92	92	92	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
93	93	93	93	93	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
94	94	94	94	94	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
95	95	95	95	95	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
96	96	96	96	96	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
97	97	97	97	97	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
98	98	98	98	98	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
99	99	99	99	99	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50
100	100	100	100	100	Any New 'X' Features - 60 Months	1.50	0.19	1	1.50	0.19	1.50

[illegible]

[illegible]

[illegible]

[illegible]

Order	Item	Product	Service	Unit	Price	Quantity	Total	Notes
1	1000	1000	1000	1000	1000	1000	1000	
2	1000	1000	1000	1000	1000	1000	1000	
3	1000	1000	1000	1000	1000	1000	1000	
4	1000	1000	1000	1000	1000	1000	1000	
5	1000	1000	1000	1000	1000	1000	1000	
6	1000	1000	1000	1000	1000	1000	1000	
7	1000	1000	1000	1000	1000	1000	1000	
8	1000	1000	1000	1000	1000	1000	1000	
9	1000	1000	1000	1000	1000	1000	1000	
10	1000	1000	1000	1000	1000	1000	1000	
11	1000	1000	1000	1000	1000	1000	1000	
12	1000	1000	1000	1000	1000	1000	1000	
13	1000	1000	1000	1000	1000	1000	1000	
14	1000	1000	1000	1000	1000	1000	1000	
15	1000	1000	1000	1000	1000	1000	1000	
16	1000	1000	1000	1000	1000	1000	1000	
17	1000	1000	1000	1000	1000	1000	1000	
18	1000	1000	1000	1000	1000	1000	1000	
19	1000	1000	1000	1000	1000	1000	1000	
20	1000	1000	1000	1000	1000	1000	1000	
21	1000	1000	1000	1000	1000	1000	1000	
22	1000	1000	1000	1000	1000	1000	1000	
23	1000	1000	1000	1000	1000	1000	1000	
24	1000	1000	1000	1000	1000	1000	1000	
25	1000	1000	1000	1000	1000	1000	1000	
26	1000	1000	1000	1000	1000	1000	1000	
27	1000	1000	1000	1000	1000	1000	1000	
28	1000	1000	1000	1000	1000	1000	1000	
29	1000	1000	1000	1000	1000	1000	1000	
30	1000	1000	1000	1000	1000	1000	1000	
31	1000	1000	1000	1000	1000	1000	1000	
32	1000	1000	1000	1000	1000	1000	1000	
33	1000	1000	1000	1000	1000	1000	1000	
34	1000	1000	1000	1000	1000	1000	1000	
35	1000	1000	1000	1000	1000	1000	1000	
36	1000	1000	1000	1000	1000	1000	1000	
37	1000	1000	1000	1000	1000	1000	1000	
38	1000	1000	1000	1000	1000	1000	1000	
39	1000	1000	1000	1000	1000	1000	1000	
40	1000	1000	1000	1000	1000	1000	1000	
41	1000	1000	1000	1000	1000	1000	1000	
42	1000	1000	1000	1000	1000	1000	1000	
43	1000	1000	1000	1000	1000	1000	1000	
44	1000	1000	1000	1000	1000	1000	1000	
45	1000	1000	1000	1000	1000	1000	1000	
46	1000	1000	1000	1000	1000	1000	1000	
47	1000	1000	1000	1000	1000	1000	1000	
48	1000	1000	1000	1000	1000	1000	1000	
49	1000	1000	1000	1000	1000	1000	1000	
50	1000	1000	1000	1000	1000	1000	1000	
51	1000	1000	1000	1000	1000	1000	1000	
52	1000	1000	1000	1000	1000	1000	1000	
53	1000	1000	1000	1000	1000	1000	1000	
54	1000	1000	1000	1000	1000	1000	1000	
55	1000	1000	1000	1000	1000	1000	1000	
56	1000	1000	1000	1000	1000	1000	1000	
57	1000	1000	1000	1000	1000	1000	1000	
58	1000	1000	1000	1000	1000	1000	1000	
59	1000	1000	1000	1000	1000	1000	1000	
60	1000	1000	1000	1000	1000	1000	1000	
61	1000	1000	1000	1000	1000	1000	1000	
62	1000	1000	1000	1000	1000	1000	1000	
63	1000	1000	1000	1000	1000	1000	1000	
64	1000	1000	1000	1000	1000	1000	1000	
65	1000	1000	1000	1000	1000	1000	1000	
66	1000	1000	1000	1000	1000	1000	1000	
67	1000	1000	1000	1000	1000	1000	1000	
68	1000	1000	1000	1000	1000	1000	1000	
69	1000	1000	1000	1000	1000	1000	1000	
70	1000	1000	1000	1000	1000	1000	1000	
71	1000	1000	1000	1000	1000	1000	1000	
72	1000	1000	1000	1000	1000	1000	1000	
73	1000	1000	1000	1000	1000	1000	1000	
74	1000	1000	1000	1000	1000	1000	1000	
75	1000	1000	1000	1000	1000	1000	1000	
76	1000	1000	1000	1000	1000	1000	1000	
77	1000	1000	1000	1000	1000	1000	1000	
78	1000	1000	1000	1000	1000	1000	1000	
79	1000	1000	1000	1000	1000	1000	1000	
80	1000	1000	1000	1000	1000	1000	1000	
81	1000	1000	1000	1000	1000	1000	1000	
82	1000	1000	1000	1000	1000	1000	1000	
83	1000	1000	1000	1000	1000	1000	1000	
84	1000	1000	1000	1000	1000	1000	1000	
85	1000	1000	1000	1000	1000	1000	1000	
86	1000	1000	1000	1000	1000	1000	1000	
87	1000	1000	1000	1000	1000	1000	1000	
88	1000	1000	1000	1000	1000	1000	1000	
89	1000	1000	1000	1000	1000	1000	1000	
90	1000	1000	1000	1000	1000	1000	1000	
91	1000	1000	1000	1000	1000	1000	1000	
92	1000	1000	1000	1000	1000	1000	1000	
93	1000	1000	1000	1000	1000	1000	1000	
94	1000	1000	1000	1000	1000	1000	1000	
95	1000	1000	1000	1000	1000	1000	1000	
96	1000	1000	1000	1000	1000	1000	1000	
97	1000	1000	1000	1000	1000	1000	1000	
98	1000	1000	1000	1000	1000	1000	1000	
99	1000	1000	1000	1000	1000	1000	1000	
100	1000	1000	1000	1000	1000	1000	1000	

[illegible]

[illegible]

Page 63

[illegible]

Issue Date: 03/20/94															
Order	State	Comps	or	Tr	Product Band	Product Set	Service Description	Billing Type	Rebate	Overseas	Rate	Added	Cost	Rate	
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Interoffice 9-25 Mbps 2.4/8 and 19.2 Kbps	Usage	Y	N	\$	17.00	NA	\$	17.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Interoffice 9-25 Mbps 56.0 Kbps	Usage	Y	N	\$	30.00	NA	\$	30.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Each Mile 2.4/8 and 19.2 Kbps	Usage	Y	N	\$	1.00	NA	\$	1.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Each Mile 56.0 Kbps	Usage	Y	N	\$	2.00	NA	\$	2.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Interoffice Over 25 Mbps 2.4/8 and 19.2 Kbps	Usage	Y	N	\$	17.00	NA	\$	17.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Interoffice Over 25 Mbps 56.0 Kbps	Usage	Y	N	\$	30.00	NA	\$	30.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Each Mile 2.4/8 and 19.2 Kbps	Usage	Y	N	\$	1.00	NA	\$	1.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Each Mile 56.0 Kbps	Usage	Y	N	\$	2.00	NA	\$	2.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Multi-Point Service 2.4/8 and 19.2 Kbps	Usage	Y	N	\$	12.00	NA	\$	12.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Multi-Point Service 56.0 Kbps	Usage	Y	N	\$	12.00	NA	\$	12.00
Y	FL	QTE			On-demand Inter-State Interchange Private Line Service	Inter-Exchange Private Line Service	Secondary Channel Capacity Each	Usage	Y	N	\$	13.00	NA	\$	13.00

APPENDIX F **PRICES FOR UNBUNDLED ELEMENTS**

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

Local Loops

2 Wire Analog Voice Grade Loop	\$ 33.08
4 Wire Analog Voice Grade Loop	\$ 52.93
2 Wire Digital Loop	\$ TBD
4 Wire Digital Loop	\$ TBD
DS-1 Loop	\$ TBD
DS-3 Loop	\$ TBD

Network Interface Device	
Basic NID	\$ 1.50
12 x NID	\$ 2.10

Local Switching (must purchase port)

Ports	
2 Wire Analog Line Port	\$ 6.60
2 Wire ISDN Digital Line Port	\$ TBD
DS-1 Digital Trunk Port	\$ 101.10
4 Wire ISDN Digital DS-1 Port	\$ TBD

Shared Transport	
Termination MOU/Term	\$ 0.0001357
Facility MOU/Mile	\$ 0.0000021
Tandem Switching MOU	\$ 0.0013681

Vertical Features	See Attached
--------------------------	---------------------

Dedicated Transport

CLEC Dedicated Transport	
2 Wire Voice	\$ 33.08
4 Wire Voice	\$ 52.93
DS1 Standard 1st System	\$ 331.70
DS1 Standard Add'l System	\$ 130.00
DS3 Protected, Electrical	\$1,359.69
DS1 to Voice Multiplexing	\$ 250.00
DS3 to Voice Multiplexing	\$ 581.63

Interoffice Dedicated Transport	
Voice Facility Per ALM	\$ 5.08
Voice Facility Per Termination	\$ N/A
DS1 Facility Per ALM	\$ 5.00
DS1 Per Termination	\$ 30.00
DS3 Facility Per ALM	\$ 70.00
DS3 Per Termination	\$ 500.00

Databases and Signaling Systems

Signaling Links and STP	
56 Kbps Links	\$ GTOC -1 Tariff
DS-1 Link	\$GTOC -1 Tariff
Signal Transfer Point (STP) Port Term	\$GTOC -1 Tariff
Call Related Databases	
Line Information Database (ABS-Queries)	\$ GTOC -1 Tariff
Toll Free Calling Database (DB800 Queries)	\$ GTOC -1 Tariff

Non-Recurring Charges for Unbundled Services

Service Ordering (loop or port)	
Initial Service Order, per order	\$ 47.25
Transfer of Service Charges, per order	\$ 16.00
Subsequent Service Order, per order	\$ 24.00
Customer Service Record Research, per request	\$ 5.25

Installation

Unbundled Loop, per loop	\$ 10.50
Unbundled Port, per port	\$ 10.50
Loop Facility Charge, per order	\$ 62.50

This charge will apply when field work is required for establishment of new unbundled loop service.

Monthly Recurring Charge for EIS

DS0 Level Connection	\$ Tariff
DS1 Level Connection	\$ Tariff

APPENDIX G OPERATIONS SUPPORT SYSTEM FUNCTIONS

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes the operations support systems that GTE will use and the related functions that are available in the short term to KMC for ordering, provisioning and billing for resold services, interconnection facilities and services and unbundled network elements.

1.1 Operations Support Systems for Trunk-Side Interconnection

- 1.1.1 KMC will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by KMC over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Customer Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to KMC. CAMS is a family of GTE systems comprised of EXACT/TUF, SOG/SOP, and CABS.
- 1.1.2 The use of CAMS to support KMC's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NAOC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to KMC. KMC then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill KMC for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.
- 1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for KMC. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to KMC. GTE's CZTs also will contact KMC directly to perform testing, and upon acceptance by KMC, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to KMC. The billing process under CABS requires coordination with several other systems.
- 1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor ("BIP"). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to KMC.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

- 1.2.1 KMC will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, KMC will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. If KMC chooses not to use the electronic NDM, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically. For KMCs who decide not to use an electronic interface to reach GTE's data center, or who do not have data centers similar to KMC's, GTE will accept requests for service through other forms or media directly to the NOMC.
- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to KMC or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to KMC must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ALEC data. If known, the LSR should include the telephone number and due date/desired due date.
- 1.2.3 While KMC would have its own customer information and the SAG/GTE products on tape from GTE, KMC would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to KMC. GTE itself does not have uniform access to this information electronically. Until there is agreement on electronic interfaces, KMC has agreed that an 800 number is the method that will be used. The 800 telephone number will connect KMC directly to GTE's NOMC service representatives. When KMC receives a request for service from a new local service customer, KMC will call GTE's NOMC through the 800 number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, KMC will give GTE the new customer's name, service address and type of requested service (e.g., R1, B1, etc.). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until KMC sends the confirming LSR. KMC will then return to its customer holding on the line and provide the due date and new telephone number.
- 1.2.4 After concluding the telephone call with the new customer, KMC will complete a confirming LSR for the new service and send it electronically to GTE's data center for processing. Upon receipt, GTE will match the LSR with the service order suspended in GTE's system, and if there is a match, GTE will process the LSR. After the LSR is processed, GTE will transmit confirmation electronically to KMC through the NDM that the LSR has been processed, providing a record of the telephone number and due date. Of course, GTE cannot hold the LSR in suspension forever. Thus, KMC will be required to submit the confirming LSR by 12:00 p.m. each day local time, as defined by the location of the service address. If KMC fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time GTE will assign a new due date upon receipt of the delayed LSR for such customer requests and notify KMC of the change.
- 1.2.5 Number assignments and due date schedules for services other than single line service will be assigned using the standard Firm Order Confirmation ("FOC") report sent electronically to KMC over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group, for which the pilot number will

be provided by the 800 number. The other numbers then will be provided through the normal electronic confirmation process.

- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with KMC on a real time interface to process vanity numbers while KMC's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service representatives will work with KMC representatives off line as GTE would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.
- 1.2.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, GTE will validate and process the LSR to establish an account for KMC and, if GTE continues to provide some residual services to the customer, GTE will maintain a GTE account. In GTE's system, GTE's account is called the Residual Account and KMC's account is referred to as the ALEC Account. If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.
- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). Call records for actual service provided to KMC's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services, unbundled elements and local number portability. CBSS will create a bill to KMC for resold services and unbundled elements along with a summary bill master. Daily unrated records on KMC's accounts also will be generated and transmitted electronically to KMC. CBSS is the same system that generates GTE's own end user bill for GTE local and residual services.
- 1.2.10 In addition to the LSR delivery process, KMC will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE's Data Center over the NDM. GTE will sort the data containing this information and process it to GTE's directory publication company and its directory assistance bureaus.

2. Maintenance Systems.

2.1 General Overview

- 2.1.1 The maintenance operations support systems which GTE will use for KMC are essentially the same as those GTE uses to provide its own local repair service. If KMC requires maintenance for its local service customers, KMC will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is an KMC customer and will then obtain the necessary information from KMC to process the trouble report. While the KMC representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while KMC representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide KMC representatives a commitment time for repair and a trouble ticket

number, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. KMC's repair service commitment times will be within the same intervals as GTE provides to its own end users.

- 2.1.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide the KMC representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 GTE then will process all KMC trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to KMC becomes in jeopardy, GTE service representatives will contact KMC by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared KMC trouble reports, GTE service technicians will make a telephone call to KMC directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by KMC. If KMC is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, KMC may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will not provide "on-line" access to GTE's maintenance support systems to "status" trouble tickets and close them except by special request on a per event basis.
- 2.1.6 GTE will resolve repair requests by or for KMC local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for KMC using the same time parameters and procedures that GTE uses. KMC then would call GTE's Customer Care Center or SSCC while the customers were on hold.

APPENDIX H
RECIPROCAL COMPENSATION FOR CALL TERMINATION

This document describes the reciprocal compensation arrangements between KMC and GTE with respect to use of unbundled network elements for Local Traffic, Toll and Switched Access Services. The Parties shall compensate each other for transport and termination of such traffic at the rates provided in Appendix C and/or the appropriate Parties' Switched Access Tariff

Compensation for Call Termination

Reciprocal compensation does not apply in a resale environment.

The following compensation terms shall apply in all cases where KMC purchases GTE's unbundled Local Switching:

1. For local intra-switch calls between lines connected to GTE's switch where KMC 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:
 - (a) Originated by KMC's customer and completed to a GTE customer:
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to KMC.
 - (b) Originated by KMC's customer and completed to the customer of a third party LEC (not affiliated with KMC) using GTE's unbundled Local Switching:
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to KMC.
 - (c) Originated by KMC's customer and completed to another KMC's customer using GTE's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to KMC.
 - (d) Originated by a GTE customer and terminated to KMC's customer using GTE's unbundled Local Switching.
 - (1) No Local Switching charge will apply.
 - (e) Originated by the customer of a third party LEC (not affiliated with KMC) using GTE's unbundled Local Switching and terminated to KMC's customers using GTE's unbundled Local Switching.
 - (1) No Local Switching charge will apply to KMC.
2. For Local inner-switch calls where KMC has purchased GTE's unbundled Local Switching.

GTE's charges will apply to KMC described below where the call is:

 - (a) Originated from KMC's end-user customer using GTE's unbundled Local Switching and completed to a GTE customer.

- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) A mileage-based transport charge will apply when KMC uses GTE's transport.
 - (3) (For call termination): Charges for local interconnection/call termination, when applicable.
- (b) Originated from KMC's customer using GTE's unbundled Local Switching and completed to a third party LEC (not affiliated with KMC) customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) A mileage-based transport charge will apply when KMC uses GTE's transport.
- (c) Originated from KMC's customer using GTE's unbundled Local Switching and completed to the interconnected network of a third party LEC (not affiliated with KMC).
- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) A mileage-based transport charge will apply when KMC uses GTE's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
- (d) Originated from KMC's customer using GTE's unbundled Local Switching and completed to KMC's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) A mileage-based transport charge will apply when KMC uses GTE's transport.
 - (3) (For use of the local switch): Local Switching charge at the terminating office.
- (e) Originated by a GTE customer and terminated to KMC's customer using GTE's unbundled Local Switching.
- (1) (For use at local switch): Local Switching Charge at the terminating office.
 - (2) (For call termination): KMC shall charge GTE for local interconnection/call termination, when applicable.
- (f) Originated by a customer of a third-party LEC (not affiliated with KMC) using GTE's unbundled Local Switching and terminated to KMC's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch): Local Switching charge at the terminating office.

- (g) Originated by a customer of the interconnected network of a third-party LEC (not affiliated with KMC) and terminated to KMC's customer using GTE's unbundled Local Switching.

- (1) (For use of the local switch): Local Switching charge at the terminating office.

For intralATA toll calls where KMC has purchased GTE's unbundled Local Switching, charges per Unbundled Network Element pricing shall apply as follows:

- (a) Originated by KMC's customer and completed to a GTE customer.

- (1) (For use of the local switch): Local Switching charge plus RIC and CCLC (Residual Interconnection Charge) at the originating office.
- (2) Shared transport charge between the two offices will apply when KMC uses GTE's transport.
- (3) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
- (4) RIC and CCLC at the terminating office.

- (b) Originated by KMC's customer and completed to the customer of a third-party LEC (not affiliated with KMC) using GTE's unbundled Local Switching in a distant end office.

- (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
- (2) Shared transport charge between the two offices will apply when KMC uses GTE's transport.

- (c) Originated by KMC customer and completed to the network of a third-party LEC (not affiliated with KMC) interconnected with GTE's network.

- (1) (For use of the local switch): Local Switching charge, plus RIC and CCLC, at the originating office.
- (2) Common transport charge will apply when KMC uses GTE's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
- (3) Tandem Switching, where applicable.

- (d) Originated by KMC's customer and completed by another of KMC's customers being served through GTE's unbundled Local Switching in a distant office.

- (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
- (2) Shared transport charge between the two offices will apply when KMC uses GTE's transport.
- (3) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.

- (e) Originated by a GTE customer and terminated to KMC's customer using GTE's unbundled Local Switching.

- (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- (2) (For call termination): KMC will charge GTE Local Switching at the terminating office (Switched Access Rate).
- (3) (For call termination): KMC will charge GTE NIC and CCLC at the terminating office.
- (f) Originated by the customer of a third-party LEC (not affiliated with KMC) using GTE's unbundled Local Switching in a distant end office and terminated to KMC's customer using GTE's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- (g) Originated by a customer of the network of a third-party LEC (not affiliated with KMC) interconnected with GTE's network and terminated to KMC's customer using GTE's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.

For intrastate Switched Access calls where KMC's is using GTE's unbundled Local Switching for calls originated from or terminated to an IXC for completion:

- (a) For calls originated from KMC's customer to KMC's own IXC switch (or that of an affiliate) for completion.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Originating RIC and CCLC.
 - (3) GTE will charge KMC's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) KMC will charge KMC's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Originating RIC and CCLC;
 - b. Local Switching.
- (b) For calls originating from KMC's customer to an IXC's switch not affiliated with KMC.
 - (1) (For use of the local switch): KMC's customer to an IXC's switch not affiliated with KMC.
 - (2) Originating RIC and CCLC.
 - (3) GTE shall charge the non-affiliated IXC for the following originating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.

- (4) KMC will charge the non-affiliated IXC for the following Switched Access elements on a meet-point basis:
- a. Originating RIC and CCLC;
 - b. Local Switching.
- (c) For calls terminating to KMC's end-user customer from KMC's own IXC switch (or that of an affiliate) for completion.
- (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCLC.
 - (3) GTE will charge KMC's IXC (affiliate) the following Switched Access elements on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) KMC will charge KMC's IXC (affiliate) for the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC and CCLC.
 - b. Local Switching.
- (d) For calls terminating to KMC's customer from an IXC switch not affiliated with KMC.
- (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCLC.
 - (3) GTE shall charge the IXC for the following terminating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) KMC will charge IXC for the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC and CCLC;
 - b. Local Switching.

For interstate Switched Access calls where KMC is using GTE's unbundled Local Switching for calls originated from or terminated to an IXC for completion:

- (a) For calls originated from KMC's customer to KMC's own IXC switch (or that of an affiliate) for completion.
- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) Originating Residual Interconnection Charge (RIC) and CCL.

- (3) GTE shall charge KMC's IXC affiliate for the following originating Switched Access on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
- (4) KMC will charge KMC's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Originating RIC;
 - b. Originating CCLC;
 - c. Local Switching.
- (b) For calls originated from KMC's customer to an IXC's switch not affiliated to KMC.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Originating RIC and CCLC.
 - (3) GTE shall charge the IXC for the following originating Switched Access on a meet-point basis:
 - a. Local Transport;]
 - b. Tandem Switching.
 - (4) KMC will charge IXC the following Switched Access elements on a meet-point basis:
 - a. Originating RIC;
 - b. Originating CCLC;
 - c. Local Switching.
- (c) For calls terminating to KMC's customer for KMC's own IXC switch (or that of an affiliate) for completion.
 - (1) (For use of the local switch): Local Switching charge at the terminating office.
 - (2) Terminating RIC and CCL.
 - (3) GTE will charge KMC's IXC (affiliate) the following Switched Access elements on a meet-point basis:
 - a. Local Transport;
 - b. Tandem Switching.
 - (4) KMC will charge KMC's IXC affiliate the following Switched Access elements on a meet-point basis:
 - a. Terminating RIC;
 - b. Terminating CCLC;

c. Local Switching.

(d) For calls terminating to KMC's customer from an IXC switch not affiliated with KMC.

(1) (For use of the local switch): Local Switching charge at the terminating office.

(2) Terminating RIC and CCL.

(3) GTE will charge the non-affiliated IXC for the following terminating Switched Access on a meet-point basis:

a. Local Transport;

b. Tandem Switching.

(4) KMC will charge IXC the following Switched Access elements on a meet-point basis:

a. Terminating RIC;

b. Terminating CCLC;

c. Local Switching.

APPENDIX I PERFORMANCE MEASURES

Pursuant to Article III of this Agreement, the following terms and conditions shall apply regarding the performance measures set forth in this Appendix I. The Parties recognize that these performance measures are new and evolving, and as further evolution is made by GTE, the parties will discuss the changed procedures, including new standard processes and procedures, if any, for the purpose of applying them to and incorporating them in this Agreement.

GTE's Performance Measures (PMs) as set forth in this Appendix implement standards to measure the quality of services supplied by GTE with respect to pre-ordering, order/provisioning, maintenance and billing that is equivalent in equality to what GTE provides to itself. GTE's PMs contain measures for both GTE and KMC with the measures for KMC being considered an essential element for GTE meeting customer expectations.

GTE's PMs are conditioned upon a 150 order per month minimum requirement as described below for Service Units, as a threshold for providing Financial Incentives for certain PMs. The 150 order per month requirement for Service Units was developed to provide a statistically valid sample size to measure GTE's performance for KMC in relationship to the level of performance GTE provides to its own customers. Service Units are defined to include unbundled loops, unbundled ports, resold local service lines, INP ported numbers, and interconnection trunks.

The Parties recognize that the 150 order threshold may not be reasonably attainable for small sized telecommunications carriers. Therefore, the Parties agree to work cooperatively to develop alternative methods of measuring performance for pre-ordering, ordering, and provisioning that will allow small sized telecommunications carriers to be eligible for Financial Incentives while continuing to insure the measurement process accurately represents GTE's performance.

GTE will begin recording of performance data in the first full month in which it receives the first official order from KMC. GTE's report of performance measures to KMC, however, will begin after 6 months of data recording; i.e., for data recorded in the seventh full month. Each month's report will then be reported as a rolling 3-month result (i.e., July's report will actually include May, June, July data). The calculation of KMC performance will be based on this 3 month rolling average of actual performance unless otherwise specified.

Reporting will be available monthly, or at a longer interval, as requested by KMC. The details of report delivery shall be agreed upon between KMC and the appropriate GTE Account Management group.

Forecasting Performance Measurement - GTE's PMs are conditioned upon the requirement, as described more fully below, that KMC submit timely and accurate forecasts. The Forecasting PM includes provisions that measure the accuracy of KMC's forecast by comparing forecasted Service Units to ordered Service Units for the same period.

KMC shall furnish a quarterly forecast of service order volumes and quantities of resold local services, unbundled network elements, and interconnection trunks on a State-wide basis, identifying these volumes/quantities by month, for each month included in the quarter. These forecasts shall be received by GTE at least one month before the beginning of the quarter covered by the forecast. Should the first month of the next quarterly forecast be greater than ten (10%) percent of the last month of the current quarterly forecast, KMC shall notify GTE promptly of the increased order volume. Notification shall be made to the appropriate GTE Account Management group in order to allow sufficient "lead time" to ensure staffing levels are available to support the increased order volumes.

KMC must agree to comply with the requirements of the Forecasting PM as the basis for the application of Financial Incentives described below. If KMC chooses not to comply with the Forecasting PM, Financial

Incentives will not apply. For purposes of applying Financial Incentives the accuracy of forecasts will be determined at the state level.

The measurement and reporting of GTE's PMs will still be made available as stated above regardless of KMC's election for the Forecasting PM.

Financial Incentives - When KMC agrees to the Forecasting PM described above, Financial Incentives will begin concurrently with reporting of individual KMC performance data except as specified below for the Pre-Ordering/Ordering/Provisioning and Interconnection PMs.

Financial Incentives will apply to Maintenance/Repair PMs without restriction other than KMC's participation in the Forecasting PM.

Financial Incentives will apply to Pre-Ordering/Ordering/Provisioning and Interconnection PMs subject to KMC's participation in the Forecasting PM and the required per month ordering threshold. KMC must place a 150 orders per month minimum for Service Units, by state, for three (3) consecutive months (hereafter the "150-order requirement"). Once KMC's order volume reaches the "150-order requirement", a ninety (90) day grace period will begin wherein data will be accumulated and reviewed. At the end of that ninety (90) day grace period, applicable Financial Incentives shall apply. The three (3) consecutive months and the subsequent ninety (90) day grace period may be concurrent with all or part of the beginning six (6) month period after recording of official data begins, between initial order activity and the implementation of performance reporting (i.e., month 7 data).

For purposes of applying Financial Incentives to the Forecasting PM, if KMC's actual order activity for Service Units in a given month is below the forecast for that month by more than 10%, Financial Incentives will apply only to the incremental Service Units that were forecasted but not ordered; i.e., the difference between the actual quantity ordered and the quantity which reflects the forecast less 10%.

For purposes of applying Financial Incentives to the Pre-ordering/Ordering/Provisioning and Interconnection PM, if KMC's actual order activity for Service Units in a given month exceeds the forecast for that month by more than 10%, financial incentives if KMC's actual order activity for Service Units in a given month exceeds the forecast for that month by more than 10%, Financial Incentives will not apply to the incremental Service Units above the 10% threshold.

Average Non-Recurring Charges - The averages are calculated by dividing the sum of all non-recurring charges applied to service orders issued by KMC to GTE by the total number of orders or the total number of Service Units ordered. These calculations will be made by service activity and service category: Business (Single/Multi-line, Centranet, PBX, Trunks), Residence, etc.. The average Non-Recurring Charges will be separately calculated for field work and non-field work orders. These averages and a weighting factor for field and non-field work will be calculated during a study period to be mutually agreed between the Parties. The initial average Non-Recurring Charge calculation will occur within three (3) months of KMC's initial issuance of official orders. The average Non-Recurring Charge shall be recalculated annually as mutually agreed between the Parties.

Average Recurring Charges - The averages are calculated by dividing the sum of all recurring charges applied to service orders issued by KMC to GTE by the total number of orders or Service Units ordered. These averages will be calculated during a study period to be mutually agreed between the Parties. These calculations will be made by service activity and service category, Business, Residence, etc. The initial average Recurring Charge calculation will occur within three (3) months of KMC's initial issuance of official orders. The average Recurring Charges shall be recalculated annually as mutually agreed between the Parties.

GTE Performance Measures with Financial Incentives

PRE-ORDERING/ORDERING/PROVISIONING

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
1	GTE	National	Prompt transmission of Customer Service Record (CSR) Information	85% of CSR's sent to KMC by the close of business on business day following receipt of request	5% of average NRC incurred by KMC for the number of CSR's for which the Quality Standard is not met in the reported month
2	GTE	National	Prompt transmission of Local Service Confirmation (LSC)	85% of LSC's sent to KMC by the close of business on business day following receipt of request	20% of average NRC incurred by KMC for the lines ordered for which GTE failed to meet the Quality Standard in the reported month
3	GTE	State	Due Date commitments met	Percent of KMC customer install, transfer, and change service orders for which service is installed by close of business on the committed due date is not more than 2.5% below the percent of GTE customer install, transfer, and change service orders	Waiver of the average NRC installation charges for the number of lines by which GTE fails to meet the Quality Standard in the reported month

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
4	GTE	State	% reporting trouble within 30 days of the date installed	Percent of KMC customer install, transfer, and change service orders which are followed by a customer trouble report within 30 days of service order completion date is not more than 2.5% worse than the percent GTE customer install, transfer, and change service orders which are followed by a customer trouble report within 30 days of service order completion	One month's average MRC per trouble report exceeding the Quality Standard in the reported month (not to exceed one month's credit per customer line month)
5	GTE	State	Service Order discrepancy: LSR's issued without material errors	80% of LSR's initiated by KMC's do not contain an order discrepancy or error: 90% in 12 months. Final target - 95%	Payment by KMC to GTE equal to 20% of the average NRC installation charges for the number of lines which KMC fails to meet the Quality Standard in the reported month

INTERCONNECTION

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
1	GTE	State	Trunk orders completed on or before the Committed Due Date	Percent of trunk orders by KMC completed by GTE on or before the commitment date is not more than 10% below the percent of FG B/D Switched access orders by all ordering companies completed by GTE on or before the commitment date	Waiver of 100% of average NRC for trunks ordered from which GTE failed to meet the Quality Standard in the reported month
2	GTE	National	Firm Order Confirmation (FOC) on time delivery	Percent of trunk orders by KMC completed by GTE on or before the commitment date is not more than 5% below the percent of FG B/D Switched access by all ordering companies for which GTE sends FOC (within 5 days, or longer, as requested by KMC)	Waiver of 20% average of average NRC installation for trunks for which GTE failed to meet the Quality Standard in the reported month

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
3	KMC	National	Service Order discrepancy: ASR's issued without material errors	80% of ASR's initiated by KMC do not contain material error or result in discrepancy; 90% in 12 months. Final target 95%	Charge equal to 20% of average NRC installation of trunks ordered for which KMC failed to meet the Quality Standard in the reported month

MAINTENANCE/REPAIR

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
1	GTE	State	Percent Commitments Met	Percent of KMC customer Network trouble reports where commitment was met more than 2.5% worse than the percent of GTE's customer Network trouble reports where commitment was met (excluding reports which are cleared CPE, KMC customer error)	One month's flat rate average MRC per line out of service for which Quality Standard is not met in the reported month
2	GTE	State	Average clearing time - Out of Service (OOS) - Designed	Average repair time (total number of elapsed hours/ minutes for OOS KMC customer Network trouble reports divided by total number OOS customer Network trouble reports) for KMC customers is more than 10% of the average repair time for GTE customers (includes only "Designed" services)	One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
3	GTE	State	Average clearing time - Out Of Service (OOS) - Non-Designed	Average repair time (total number of elapsed hours/minutes for OOS KMC customer Network trouble reports divided by total number OOS customer Network trouble reports) for KMC customers is more than 10% of the average repair time for GTE customers (includes only POTS and circuits which do not require a design)	One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month
4	GTE	State	Percent reports per 100 (Failure Frequency)	Percent of KMC customers making trouble reports (total number of KMC customer Network trouble reports divided by the total access lines multiplied by 100) is not worse than .5 percent points of the percentage of GTE customers making trouble reports	<p>Within six (6) months of effective date, GTE will have established a minimum access line threshold.</p> <p>One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month.</p>

Issue No.	Obligation	Data Level	Performance Measure(PM)	Quality Standard	Financial Incentive
5	GTE	State	Percent repeat reports in 30 days	Percent of KMC customer repeat trouble reports (total number of KMC customer Network trouble reports which had a previous Network trouble report within the last 30 days divided by the total of customer Network trouble reports multiplied by 100) is not more than 2.5% worse than the percent of GTE customer repeat trouble reports	One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month

****Note: Outage Credits: Local Service and Unbundled Network Elements:** Outage Credits apply to interruptions of Local Services and Unbundled Network Elements in accordance with applicable state Public Service Commission requirements. If a Local Service or Unbundled Network Element is interrupted, KMC will be entitled to outage credits. An interruption period begins when KMC reports to GTE that a Local Service or Unbundled Network Element is interrupted (or GTE has knowledge that an interruption has occurred through service monitoring or other means). An interruption period ends when the Local Service is repaired and returned to KMC. A Local Service or Unbundled Network Element is considered to be interrupted when there has been a loss of continuity, the Local Service or Unbundled Network Element does not operate in accordance with the applicable service standards, or it is otherwise unavailable for use by KMC. This definition is not intended to conflict with State Public Utility Commission requirements.

FORECASTING

Issue No.	Obligation	DataLevel	Performance Measurement(PM)	Quality Standard	Financial Incentive
1	KMC	State	Service Units requirements accurately forecast all volumes for each month contained in the quarterly report.	Volume of KMC's Service Units requirements in a month is not greater than 10% below the amount forecast by KMC in it's most recent quarterly forecast (which shall have been made not later than 30 days prior to the quarter in question)	20% of the average NRC for the number of service units below the forecast when the actual volumes are greater than 10% and less than or equal to 30% under forecast. 40% of the average NRC for the number of service units below the forecast when the actual volumes are greater than 30% and less than or equal to 40% under the forecast. 50% of the average NRC for the number of service units below the forecast when the actual volumes are over 40% under the forecast

APPENDIX J-1
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement ("Agreement") is between GTE Florida Incorporated, having its principal office at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and KMC Telecom II, Inc., having its principal office at 1545 Route 205, Suite 300, Bedminster, New Jersey 07921 ("Licensee").

2. Definitions.

- 2.1 "GTE's poles" or "GTE pole(s)" means a pole or poles 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.
- 2.2 "Telecommunications 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.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Attachments" means the equipment reasonably required by Licensee to provide its Telecommunications Services that is placed on GTE's poles.
- 2.5 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee's Attachments on a pole.
- 2.6 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.7 "Attachment Fee" means the fee assessed per pole and paid by Licensee to place Attachments on GTE's poles.
- 2.8 "Communications Act" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 §101(a), 110 Stat. 70 codified at 47 U.S.C., as now and hereafter amended, and all orders, rules, regulations and guidelines issued by the Federal Communications Commission ("FCC") or any state regulatory agency with jurisdiction over either party hereto.
- 2.9 "Easements and Permits" means all of the easements and/or rights-of-way on which GTE's poles covered by this Agreement are currently or proposed to be located and all permits, approvals, licenses and authorizations issued by any governmental authority or private individual or entity to GTE or for GTE's benefit for GTE's poles or relating in any way to GTE's use of GTE's poles. .

- 2.10 "Law" means any and all federal, state and local laws, statutes, codes, regulations, rules, orders, decisions, tariffs and guidelines issued by or emanating from any legislative, regulatory, administrative or judicial entity, in effect now or in the future, including but not limited to the Communications Act.

3. Purpose.

- 3.1 Licensee represents to GTE that Licensee has a need to occupy, place and maintain Attachments on GTE's poles for the purpose of providing Telecommunications Services.
- 3.2 GTE agrees to permit Licensee to occupy, place and maintain its Attachments on GTE poles pursuant to the terms of this Agreement.

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space on specified GTE poles Licensee's Attachments pursuant to the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE's poles except as provided by Law or agreement of the parties. GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all GTE poles, subject to Licensee's rights under Law.

5. Term.

- 5.1 This Agreement, if not previously terminated in accordance with the provisions hereof, shall continue in effect for a term of two (2) years and thereafter for successive one-year periods until terminated as provided herein. The Agreement may be terminated at the end of the third year or at the end of any annual renewal term thereafter by either party giving to the other party at least ninety (90) days prior written notice. Within ninety (90) days from the date this Agreement is terminated by either party, Licensee shall cause all of Licensee's Attachments to be removed from all of GTE's poles; provided, however, that: (1) if Licensee notifies GTE that Licensee wishes to continue attaching to GTE's poles pursuant to the terms and conditions of a new or modified agreement, the parties will begin good-faith negotiations of such agreement, and this Agreement will continue on a month-to-month basis until either the new agreement is executed or the rights and obligations of the parties regarding access are otherwise determined in accordance with (2); or (2) if within such 90 days, Licensee seeks a formal determination of the rights and obligations of the parties regarding the access available to Licensee from any regulatory or judicial authority having jurisdiction over such matters, this Agreement shall continue in effect until such regulatory or judicial authority has made its determination. In the event Licensee's Attachments are not removed as required by this section, GTE shall have the option to remove all such attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee's Attachments occasioned thereby. In such event, all costs incurred by GTE to remove Licensee's Attachments in accordance with this Agreement shall be reimbursed to GTE by Licensee upon demand by GTE.
- 5.2 Licensee may at any time request removal of its Attachments from any GTE pole, by giving written notice to GTE at least ninety (90) days prior to the time Licensee desires such removal. If GTE advises Licensee that GTE shall remove Licensee's Attachments, Licensee shall pay to GTE the cost of said removal and no credit or refund of any rental shall be allowed Licensee on account of such removal. If GTE requires, Licensee shall pay to GTE the cost of removing Licensee's Attachments in advance. If GTE permits Licensee to remove Licensee's Attachments, Licensee shall do so at its own expense, and shall reimburse GTE for any expenses GTE may incur as a result of such removal.

6. Pole Attachment Requests (PARs).

- 6.1 Licensee shall submit a written Pole Attachment Request ("PAR") to GTE specifying the GTE poles upon which it desires to place Attachments. Each PAR shall be in a form specified by GTE and may be revised from time to time at GTE's sole discretion upon prior written notice to Licensee. No Attachment shall be placed on any GTE pole identified in a PAR until that PAR has been approved by GTE. Upon the approval of the PAR, GTE shall return one copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All Attachments placed on GTE's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs for approval by GTE as needed.
- 6.2 GTE shall provide Licensee a response to a PAR within 30 days of receiving such PAR. Any denial of a PAR by GTE shall be in writing and delivered by GTE to Licensee within such 30-day period; any such denial shall specify in detail the reasons for such denial, and include all relevant evidence and other information supporting such denial as may be required by Law.
- 6.3 Licensee shall pay GTE a fee for processing a PAR to compensate GTE for actual administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE poles included in the PAR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs. GTE shall provide Licensee with an estimate of the total administrative and engineering costs needed to process Licensee's PAR. Within fifteen (15) days after receiving such estimate from GTE, Licensee shall notify GTE either (1) that Licensee shall reimburse GTE all costs actually incurred to perform the work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the work is to begin or (2) that it desires to cancel its PAR.
- 6.4 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this License, to place and maintain the facilities described in the PAR in the space designated on the GTE poles identified therein.
- 6.5 In the event it is necessary to rearrange any attachments (including attachments of third parties) on or to reinforce, replace or add support equipment to any one or more of the poles included in a PAR in order to accommodate Licensee's Attachments, GTE shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee 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 cancel its PAR.
- 6.6 Licensee is not authorized and shall have no right to place facilities on any GTE pole unless that GTE pole is identified in an approved PAR.

7. Authority to Place Attachments.

- 7.1 GTE shall not unreasonably intervene in or attempt to delay the granting of, any rights of way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required in addition to the Easements and Permits already received by GTE for Licensee to place its Attachments on GTE's poles. GTE shall, upon request by KMC, provide a letter of introduction suitable for KMC to use to identify itself and its purpose to landowners whose property is burdened by relevant easements.
- 7.2 In the event additional Easements and Permits must be obtained in order for Licensee to utilize GTE's poles under this Agreement, GTE shall provide Licensee with copies of "Easements and Permits along with any reports, maps and documents related thereto, to assist Licensee in applying for the additional Easements and Permits and shall fully cooperate

with Licensee, including promptly providing any consent forms which Licensee may request to facilitate obtaining such additional Easements and Permits.

- 7.3 Upon notice from GTE to Licensee that the cessation of the use of any one or more of GTE's poles is necessary for reasons of safety or has been compelled by any judicial or regulatory authority permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments; subject to Licensee's relocation rights under Law. Should Licensee fail to remove its Attachments within the time frame ordered by the judicial or regulatory authority or one hundred twenty (120) days of receiving notice to do so from GTE, whichever is less, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee's Facilities occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand by GTE.

8. Placement of Attachments.

Licensee shall, at its own expense, place and maintain and replace its Attachments on GTE's poles in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits 1 through 17 hereto, as may be revised from time to time by GTE.

9. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR, Licensee shall have sixty (60) days from the date the PAR is approved to begin the placement of its Attachments on the GTE poles covered by the PAR. If Licensee has not begun placing its Attachments within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) days prescribed by this section, the previously approved PAR shall be deemed rescinded by GTE and Licensee shall have no further right to place Attachments pursuant to that PAR.

10. Attachment Fees.

- 10.1 Licensee shall pay to GTE an Attachment Fee, as specified in Appendix A hereto, for each GTE pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by GTE from time to time as permitted by law upon (30) days written notice to Licensee.
- 10.2 Attachments Fees shall become due and payable on the date that a PAR is approved by GTE and all necessary make-ready work by GTE, and all third parties occupying relevant poles, is completed, for all GTE poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. In no event, however, shall any Attachment Fee, or any other charge, cost, expense or fee to be paid by Licensee hereunder, exceed that amount permitted or directed under any applicable law, order, rule, regulation, or tariff. Licensee shall not be permitted to begin placing Facilities on any of the GTE poles identified in the PAR until the corresponding Attachment Fees have been paid.

- 10.3 GTE shall maintain an inventory of the total number of GTE poles occupied by Licensee based upon the cumulative number of poles specified in all PARs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Attachments under this section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Attachments from GTE's poles. Except as provided in Section 5 of this Agreement in connection with the termination of this Agreement, 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. Licensee shall remain liable for Attachment Fees until Licensee's Attachments have been physically removed from GTE's poles.

11. Modifications, Additions or Replacements to Existing Attachments.

- 11.1 Licensee 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 Licensee'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 GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Attachments.
- 11.3 Access to GTE's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of this Agreement.
- 11.4 Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

12. Unauthorized Attachments.

- 12.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Attachment(s), a charge equal to three (3) times the amount of the then current Attachment Fee shall be paid by Licensee to GTE for each unauthorized Attachment to a GTE pole. Licensee also 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 PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange any unauthorized Attachment(s) of Licensee if such rearrangement is required to safeguard GTE's Attachment(s) or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection

12.1 shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by GTE. KMC will indemnify GTE from any activities resulting from unauthorized attachments.

- 12.2 Once GTE has notified Licensee of an unauthorized attachment, the Licensee can submit a PAR to request an authorized attachment. A PAR submitted per this provision will be treated like any other PAR subject to this agreement. Licensees will be responsible for all fees associated with a PAR (as identified in this agreement). If a PAR is not received by GTE within ten (10) business days of Licensee's receipt of an unauthorized attachment notification, then Licensee has sixty (60) days from the date of its receipt of the initial unauthorized attachment notification to vacate the pole.

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

- 12.3.1 An Attachment to a GTE pole which pole is not identified in any PAR approved in accordance with this Agreement;
- 12.3.2 An Attachment that occupies more space than that allocated to Licensee by GTE;
- 12.3.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR issued pursuant to this Agreement;
- 12.3.4 An addition or modification by licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved GTE pole(s);
- 12.3.5 An Attachment placed by Licensee that is owned or controlled in whole or in part by an entity other than Licensee.

13. Surveys and Inspections of Pole Attachments.

- 13.1 Upon written notice to Licensee, the total number and exact location of Licensee's Attachments on GTE's poles 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, Licensee and/or any other entity owning or jointly owning the poles with GTE may participate in the survey. The costs incurred by GTE to conduct the survey shall be reimbursed to GTE by Licensee upon demand by GTE. If the Attachments of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to GTE.
- 13.2 Apart from surveys conducted in accordance with this section, GTE shall have the right to inspect any Attachment of Licensee on GTE's poles as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by GTE, reimburse GTE all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by GTE shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

14. Notice of Modification or Alteration of Poles by GTE.

- 14.1 In the event GTE plans to modify or alter any GTE pole(s) upon which Licensee has Attachments, GTE shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on the GTE poles to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make such poles accessible to Licensee.
- 14.2 In the event GTE is required by a federal, state, or local authority to move, replace or change the location of any GTE pole(s), Licensee shall concurrently relocate Licensee's

Attachments. GTE and each Licensee required to relocate its attachments shall bear its own costs for such relocation.

- 14.3 Except as required by law, Licensee shall not bear the costs of relocating any of its Facilities, if such relocation is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity, including GTE.

15. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Default and Remedies.

- 16.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:

- 16.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) business days after receipt of written notice thereof to Licensee;
- 16.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
- 16.1.3 Licensee's voluntary or involuntary bankruptcy;
- 16.1.4 The filing of any tax or mechanic's lien against GTE's poles which is not bonded or discharged within ninety (90) days of the date Licensee receives notice that such lien has been filed; or
- 16.1.5 Licensee's intentional use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking.

- 16.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following to the extent permitted by Law:

- 16.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;
- 16.2.2 Terminate this Agreement by giving notice of such termination to Licensee, in which case the provisions of Section 5.1 as to removal will apply, and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee's Facilities occasioned thereby; or
- 16.2.3 Exercise any other legal or equitable right or remedy which GTE may have.

- 16.3 Upon termination of this Agreement by GTE because of a material default by Licensee, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination.
- 16.4 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any Law, either at law or in equity, or both. Neither party shall be deemed to have waived any right under Law unless such waiver is expressly identified as a waiver herein.
17. Indemnification.
- 17.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).
- 17.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of GTE or GTE's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law.
- 17.3 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of GTE or GTE's agents, officers, employees and assigns.
- 17.4 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 17.5 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 17.6 Licensee shall indemnify, protect and hold harmless GTE from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment on GTE's poles pursuant to this Agreement.

18. Insurance.

- 18.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 18.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.
- 18.3 Licensee shall promptly advise GTE in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.
- 18.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

19. Emergency Repairs and Pole Replacements

- 19.1 The parties acknowledge that in the event of an emergency, services provided by the parties and other joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to GTE's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing GTE's poles enter into appropriate arrangements relating to emergency repairs and service restoration. It is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 19.2 of this Agreement.
- 19.2 When notice and coordination are practicable, GTE, Licensee, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles.
- 19.2.1 Emergency service restoration work requirements shall take precedence over other work operations;
- 19.2.2 Except as circumstances may otherwise dictate, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the poles;

shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question.

19.2.3

GTE shall determine the order of precedence of work operations and assignment of space on the poles only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by GTE on a nondiscriminatory basis in accordance with the principles set forth in this section.

20. Damage Suspected to Licensee's Facilities Only.

- 20.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify GTE of said damage at 1-800-483-4100. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Attachments.
- 20.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.
- 20.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.
- 20.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Attachments, or any action or failure to act by GTE, appropriately or inappropriately, under this section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim.

21. Abandonment.

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

22. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To Licensee:

KMC Telecom II, Inc.
Attention: Michael Sternberg
President and CEO
KMC Telecom II, Inc.
1545 Route 205

Suite 300
Bedminster, New Jersey 07921
Facsimile number: (908) 719-8775

To GTE:

GTE South
Attention: Regulatory Director
201 N. Franklin Street
One Tampa City Center
MC: FLTC0816
Tampa, Florida 33602
Facsimile number: (813) 223-4888

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

23. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

24. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety; and (vi) all Law.

25. Force Majeure.

Except for payment of the Attachment Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, or fuel or energy shortages.

26. Assignment.

26.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE, which consent shall not be unreasonably withheld, conditioned or delayed; except that this Agreement can be assigned in its entirety to an affiliate or corporate successor upon prior written notice to GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.

26.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and liabilities under this Agreement.

26.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

26.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Florida without regard to its conflicts of laws provisions.

28. Law.

The terms and conditions of this Agreement shall be subject to all Law that is currently in force or that may be prescribed by any federal, state or local governmental authority. Any such Law shall automatically supersede the provisions hereof and the parties agree to modify in writing the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such Law. Should any terms of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

29. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

30. Nondiscriminatory Fees.

Notwithstanding anything included in this Agreement to the contrary, in no event shall Licensee be required to pay any fee, charge, cost, expense or compensation, or perform any service or obligation, that is not permitted by Law. GTE agrees that it shall adhere to the nondiscrimination requirements of the Telecommunications Act of 1996 with respect to the administration of this Pole Attachment Agreement.

31. Entire Agreement

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

For GTE:

For KMC:

GTE FLORIDA INCORPORATED

KMC TELECOM II, INC

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

**EXHIBIT A
ATTACHMENT FEES**

GTE Pole Attachment Fee: \$ 33.72 per attachment per year

APPENDIX J-2
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement ("Agreement") is between KMC Telecom II, Inc., having its principal office at 1545 Route 205, Suite 300, Bedminster, New Jersey 07921 ("KMC") and GTE Florida Incorporated, having its principal office at 600 Hidden Ridge Drive, Irving, Texas 75038 ("Licensee").

2. Definitions.

- 2.1 "KMC's poles" or "KMC pole(s)" means a pole or poles solely owned by KMC, jointly owned by KMC and another entity, and space on poles obtained by KMC through arrangements with the owner(s) thereof.
- 2.2 "Telecommunications 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.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Attachments" means the equipment reasonably required by Licensee to provide its Telecommunications Services that is placed on KMC's poles.
- 2.5 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee's Attachments on a pole.
- 2.6 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.7 "Attachment Fee" means the fee assessed per pole and paid by Licensee to place Attachments on KMC's poles.
- 2.8 "Communications Act" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 §101(a), 110 Stat. 70 codified at 47 U.S.C., as now and hereafter amended, and all orders, rules, regulations and guidelines issued by the Federal Communications Commission ("FCC") or any state regulatory agency with jurisdiction over either party hereto.
- 2.9 "Easements and Permits" means all of the easements and/or rights-of-way on which KMC's poles covered by this Agreement are currently or proposed to be located and all permits, approvals, licenses and authorizations issued by any governmental authority or private individual or entity to KMC or for KMC's benefit for KMC's poles or relating in any way to KMC's use of KMC's poles.
- 3.0 "Law" means any and all federal, state and local laws, statutes, codes, regulations, rules, orders, decisions, tariffs and guidelines issued by or emanating from any legislative,

regulatory, administrative or judicial entity, in effect now or in the future, including but not limited to the Communications Act.

3. Purpose.

3.1 Licensee represents to KMC that Licensee has a need to occupy, place and maintain Attachments on KMC's poles for the purpose of providing Telecommunications Services.

3.2 KMC agrees to permit Licensee to occupy, place and maintain its Attachments on KMC poles pursuant to the terms of this Agreement.

4. Grant of License.

KMC grants to Licensee and Licensee accepts from KMC a non-exclusive revocable license to occupy, place and maintain in a designated space on specified KMC poles Licensee's Attachments pursuant to the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with KMC's poles except as provided by Law or agreement of the parties. KMC shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all KMC poles, subject to Licensee's rights under Law.

5. Term.

5.1 This Agreement, if not previously terminated in accordance with the provisions hereof, shall continue in effect for a term of two (2) years and thereafter for successive one-year periods until terminated as provided herein. The Agreement may be terminated at the end of the third year or at the end of any annual renewal term thereafter by either party giving to the other party at least ninety (90) days prior written notice. Within ninety (90) days from the date this Agreement is terminated by either party, Licensee shall cause all of Licensee's Attachments to be removed from all of KMC's poles; provided, however, that: (1) if Licensee notifies KMC that Licensee wishes to continue attaching to KMC's poles pursuant to the terms and conditions of a new or modified agreement, the parties will begin good-faith negotiations of such agreement, and this Agreement will continue on a month-to-month basis until either the new agreement is executed or the rights and obligations of the parties regarding access are otherwise determined in accordance with (2); or (2) if within such 90 days, Licensee seeks a formal determination of the rights and obligations of the parties regarding the access available to Licensee from any regulatory or judicial authority having jurisdiction over such matters, this Agreement shall continue in effect until such regulatory or judicial authority has made its determination. In the event Licensee's Attachments are not removed as required by this section, KMC shall have the option to remove all such attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without KMC being deemed guilty of trespass or conversion, and without KMC becoming liable for any loss or damages to Licensee's Attachments occasioned thereby. In such event, all costs incurred by KMC to remove Licensee's Attachments in accordance with this Agreement shall be reimbursed to KMC by Licensee upon demand by KMC.

5.2 Licensee may at any time request removal of its Attachments from any KMC pole, by giving written notice to KMC at least ninety (90) days prior to the time Licensee desires such removal. If KMC advises Licensee that KMC shall remove Licensee's Attachments, Licensee shall pay to KMC the cost of said removal and no credit or refund of any rental shall be allowed Licensee on account of such removal. If KMC requires, Licensee shall pay to KMC the cost of removing Licensee's Attachments in advance. If KMC permits Licensee to remove Licensee's Attachments, Licensee shall do so at its own expense, and shall reimburse KMC for any expenses KMC may incur as a result of such removal.

6. Pole Attachment Requests (PARs).

- 6.1 Licensee shall submit a written Pole Attachment Request ("PAR") to KMC specifying KMC poles upon which it desires to place Attachments. Each PAR shall be in a form specified by KMC and may be revised from time to time at KMC's sole discretion upon prior written notice to Licensee. No Attachment shall be placed on any KMC pole identified in a PAR until that PAR has been approved by KMC. Upon the approval of the PAR, KMC shall return one copy thereof to Licensee bearing an endorsement acknowledging KMC's authorization. All Attachments placed on KMC's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs for approval by KMC as needed.
- 6.2 KMC shall provide Licensee a response to a PAR within 30 days of receiving such PAR. Any denial of a PAR by KMC shall be in writing and delivered by KMC to Licensee within such 30-day period; any such denial shall specify in detail the reasons for such denial, and include all relevant evidence and other information supporting such denial as may be required by Law.
- 6.3 Licensee shall pay KMC a fee for processing a PAR to compensate KMC for actual administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect KMC poles included in the PAR. KMC will charge its then current rates for administrative and engineering costs, as may be changed from time to time by KMC to remain consistent with prevailing costs. KMC shall provide Licensee with an estimate of the total administrative and engineering costs needed to process Licensee's PAR. Within fifteen (15) days after receiving such estimate from KMC, Licensee shall notify KMC either (1) that Licensee shall reimburse KMC all costs actually incurred to perform the work and shall pay the total estimated amount to KMC at least ten (10) days prior to the date the work is to begin or (2) that it desires to cancel its PAR.
- 6.4 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this License, to place and maintain the facilities described in the PAR in the space designated on KMC poles identified therein.
- 6.5 In the event it is necessary to rearrange any attachments (including attachments of third parties) on or to reinforce, replace or add support equipment to any one or more of the poles included in a PAR in order to accommodate Licensee's Attachments, KMC shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from KMC, Licensee shall notify KMC either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to KMC at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its PAR.
- 6.6 Licensee is not authorized and shall have no right to place facilities on any KMC pole unless that KMC pole is identified in an approved PAR.

7. Authority to Place Attachments.

- 7.1 KMC shall not unreasonably intervene in or attempt to delay the granting of, any rights of way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required in addition to the Easements and Permits already received by KMC for Licensee to place its Attachments on KMC's poles. KMC shall, upon request by GTE, provide a letter of introduction suitable for GTE to use to identify itself and its purpose to landowners whose property is burdened by relevant easements.
- 7.2 In the event additional Easements and Permits must be obtained in order for Licensee to utilize KMC's poles under this Agreement, KMC shall provide Licensee with copies of its Easements and Permits along with any reports, maps and documents related thereto, to

assist Licensee in applying for the additional Easements and Permits and shall fully cooperate with Licensee, including promptly providing any consent forms which Licensee may request to facilitate obtaining such additional Easements and Permits.

- 7.3 Upon notice from KMC to Licensee that the cessation of the use of any one or more of KMC's poles is necessary for reasons of safety or has been compelled by any judicial or regulatory authority permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments; subject to Licensee's relocation rights under Law. Should Licensee fail to remove its Attachments within the time frame ordered by the judicial or regulatory authority or one hundred twenty (120) days of receiving notice to do so from KMC, whichever is less, KMC shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without KMC being deemed guilty of trespass or conversion, and without KMC becoming liable for any loss or damages to Licensee's Facilities occasioned thereby. All costs incurred by KMC to remove Licensee's Attachments shall be reimbursed to KMC by Licensee upon demand by KMC.

8. Placement of Attachments.

Licensee shall, at its own expense, place and maintain and replace its Attachments on KMC's poles in accordance with (i) such requirements and specifications as KMC shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits 1 through 17 hereto, as may be revised from time to time by KMC.

9. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR, Licensee shall have sixty (60) days from the date the PAR is approved to begin the placement of its Attachments on KMC poles covered by the PAR. If Licensee has not begun placing its Attachments within that sixty (60) day period, Licensee shall so advise KMC with a written explanation for the delay. If Licensee fails to advise KMC of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) days prescribed by this section, the previously approved PAR shall be deemed rescinded by KMC and Licensee shall have no further right to place Attachments pursuant to that PAR.

10. Attachment Fees.

- 10.1 Until KMC has completed appropriate cost studies, Licensee shall pay to KMC an Attachment Fee, for each KMC pole upon which Licensee obtains authorization to place an Attachment, in an amount equal to the Attachment Fee then being charged by GTE as sole owner to KMC as Licensee in the State, as may be awarded from time to time. At such time as KMC has completed and finalized appropriate cost studies and gives Licensee Notice of the new KMC Attachment Fee based on those studies, KMC shall provide copies of all such studies and supporting documentation to Licensee and the appropriate Fee shall be as thereafter agreed by the Parties. That new Fee will be charged to Licensee as of the date of agreement, subject to true-up back to the date of KMC Notice described above in this Section 10.1. The initial Attachment Fee is set forth in Appendix A hereto. The Attachment Fee may be increased by KMC from time to time as permitted by law upon (30) days written notice to Licensee.
- 10.2 Attachment Fees shall become due and payable on the date that a PAR is approved by KMC and all necessary make-ready work by KMC, and all third parties occupying relevant poles, is completed, for all KMC poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of

the date of a statement from KMC specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. In no event, however, shall any Attachment Fee, or any other charge, cost, expense or fee to be paid by Licensee hereunder, exceed that amount permitted or directed under any applicable law, order, rule, regulation, or tariff. Licensee shall not be permitted to begin placing Facilities on any of KMC poles identified in the PAR until the corresponding Attachment Fees have been paid.

- 10.3 KMC shall maintain an inventory of the total number of KMC poles occupied by Licensee based upon the cumulative number of poles specified in all PARs approved by KMC. KMC may, at its option, conduct a physical inventory of Licensee's Attachments under this section. It shall be Licensee's sole responsibility to notify KMC of any and all removals of Attachments from KMC's poles. Except as provided in Section 5 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to KMC at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by KMC and may be revised from time to time at KMC's sole discretion. Licensee shall remain liable for Attachment Fees until Licensee's Attachments have been physically removed from KMC's poles.

11. Modifications, Additions or Replacements to Existing Attachments.

- 11.1 Licensee shall not modify, add to or replace facilities on any pre-existing Attachment on a KMC pole without first notifying KMC in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.
- 11.2 Should KMC determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, KMC will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Attachments.
- 11.3 Access to KMC's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of this Agreement.
- 11.4 Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

12. Unauthorized Attachments.

- 12.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Attachment(s), a charge equal to three (3) times the amount of the then current Attachment Fee shall be paid by Licensee to KMC for each unauthorized Attachment to a KMC pole. Licensee also shall pay KMC an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on KMC pole. In the event that the date the unauthorized Attachment was first placed on a KMC 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 PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to KMC all costs incurred by KMC to rearrange any Unauthorized Attachment(s) of Licensee if such rearrangement is required to safeguard KMC's Attachment(s) or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to KMC all costs incurred by KMC to reinforce, replace or modify any KMC pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection 12.1 shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by KMC. GTE will indemnify KMC from any activities resulting from unauthorized attachments.

- 12.2 Once KMC has notified Licensee of an unauthorized attachment, the Licensee can submit a PAR to request an authorized attachment. A PAR submitted per this provision will be treated like any other PAR subject to this agreement. Licensees will be responsible for all fees associated with a PAR (as identified in this agreement). If a PAR is not received by KMC within ten (10) business days of Licensee's receipt of an unauthorized attachment notification, then Licensee has sixty (60) days from the date of its receipt of the initial unauthorized attachment notification to vacate the pole.

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

- 12.3.1 An Attachment to a KMC pole which pole is not identified in any PAR approved in accordance with this Agreement;
- 12.3.2 An Attachment that occupies more space than that allocated to Licensee by KMC;
- 12.3.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR issued pursuant to this Agreement;
- 12.3.4 An addition or modification by licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved KMC pole(s);
- 12.3.5 An Attachment placed by Licensee that is owned or controlled in whole or in part by an entity other than Licensee.

13. Surveys and Inspections of Pole Attachments.

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

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

14. Notice of Modification or Alteration of Poles by KMC.

- 14.1 In the event KMC plans to modify or alter any KMC pole(s) upon which Licensee has Attachments, KMC shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on KMC poles to be modified or altered by KMC, Licensee shall so notify KMC in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by KMC to make such poles accessible to Licensee.
- 14.2 In the event KMC is required by a federal, state, or local authority to move, replace or change the location of any KMC pole(s), Licensee shall concurrently relocate Licensee's Attachments. KMC and each Licensee required to relocate its attachments shall bear its own costs for such relocation.
- 14.3 Except as required by law, Licensee shall not bear the costs of relocating any of its Facilities, if such relocation is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity, including KMC.

15. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, KMC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Default and Remedies.

- 16.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:
- 16.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) business days after receipt of written notice thereof to Licensee;
- 16.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from KMC (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
- 16.1.3 Licensee's voluntary or involuntary bankruptcy;
- 16.1.4 The filing of any tax or mechanic's lien against KMC's poles which is not bonded or discharged within ninety (90) days of the date Licensee receives notice that such lien has been filed; or
- 16.1.5 Licensee's intentional use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking.
- 16.2 In the event of a Material Default, KMC, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following to the extent permitted by Law:
- 16.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which KMC shall have given Licensee notice, the cost of which performance shall be paid by Licensee to KMC upon demand;

- 16.2.2 Terminate this Agreement by giving notice of such termination to Licensee, in which case the provisions of Section 5.1 as to removal will apply, and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without KMC being deemed guilty of trespass or conversion, and without KMC becoming liable for any loss or damages to Licensee's Facilities occasioned thereby; or
- 16.2.3 Exercise any other legal or equitable right or remedy which KMC may have.
- 16.3 Upon termination of this Agreement by KMC because of a material default by Licensee, Licensee shall remain liable to KMC for any and all fees, other payments and damages which may be due or sustained prior to such termination.
- 16.4 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any Law, either at law or in equity, or both. Neither party shall be deemed to have waived any right under Law unless such waiver is expressly identified as a waiver herein.
17. Indemnification.
- 17.1 Licensee shall compensate KMC for the full actual loss, damage or destruction of KMC's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).
- 17.2 Licensee will further indemnify, defend and hold harmless KMC and KMC's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of KMC or KMC's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against KMC and KMC's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law.
- 17.3 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless KMC and KMC's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of KMC or KMC's agents, officers, employees and assigns.
- 17.4 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless KMC, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.

- 17.5 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 17.6 Licensee shall indemnify, protect and hold harmless KMC from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment on KMC's poles pursuant to this Agreement.
18. Insurance.
- 18.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and KMC from all claims under any worker's compensation laws that may be applicable.
- 18.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by KMC and KMC shall be named as an additional insured in each such policy. Licensee shall submit to KMC certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to KMC. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, KMC shall have the option of paying any amount due and Licensee shall forthwith reimburse KMC the full amount paid by KMC.
- 18.3 Licensee shall promptly advise KMC in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.
- 18.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to KMC's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to KMC for rentals, inspections or for work performed by KMC for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that KMC be notified thirty (30) days prior to the expiration or cancellation of the policy.
19. Emergency Repairs and Pole Replacements
- 19.1 The parties acknowledge that in the event of an emergency, services provided by the parties and other joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to KMC's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing KMC's poles enter into appropriate arrangements relating to emergency repairs and service restoration. It is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 19.2 of this Agreement.

- 19.2 When notice and coordination are practicable, KMC, Licensee, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles.

19.2.1 Emergency service restoration work requirements shall take precedence over other work operations;

19.2.2 Except as circumstances may otherwise dictate, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the poles shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question.

19.2.3 KMC shall determine the order of precedence of work operations and assignment of space on the poles only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by KMC on a nondiscriminatory basis in accordance with the principles set forth in this section.

20. Damage Suspected to Licensee's Facilities Only.

20.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify KMC of said damage at 1-800-622-4478. This is a 24-hour, 7 days per week notification number. Licensee shall provide KMC all information known to it regarding the damage to Licensee's Attachments.

20.2 In the event KMC receives notice that Licensee's Facilities are damaged, KMC will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. KMC shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.

20.3 After the giving of such notice by either Licensee or KMC, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.

20.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by KMC regarding access to Licensee's Attachments, or any action or failure to act by KMC, appropriately or inappropriately, under this section shall not be the basis for any claim by Licensee against KMC for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold KMC harmless from any such claim.

21. Abandonment.

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

22. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To KMC: KMC Telecom II, Inc.
Attention: Michael Sternberg
President and CEO
KMC Telecom II, Inc.
1545 Route 205
Suite 300
Bedminster, New Jersey 07921
Facsimile number: (908) 719-8775

To LICENSEE: GTE South
Attention: Regulatory Director
201 N. Franklin Street
One Tampa City Center
MC: FLTC0618
Tampa, Florida 33602
Facsimile number: (813) 223-1888

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

23. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

24. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety; and (vi) all Law.

25. Force Majeure.

Except for payment of the Attachment Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, or fuel or energy shortages.

26. Assignment.

- 26.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of KMC, which consent shall not be unreasonably withheld, conditioned or delayed; except that this Agreement can be assigned in its entirety to an affiliate or corporate successor upon prior written notice to KMC. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of KMC shall be void.
- 26.2 KMC shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. KMC shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, KMC shall be released and discharged from all obligations and liabilities under this Agreement.
- 26.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.
- 26.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Florida without regard to its conflicts of laws provisions.

28. Law.

The terms and conditions of this Agreement shall be subject to all Law that is currently in force or that may be prescribed by any federal, state or local governmental authority. Any such Law shall automatically supersede the provisions hereof and the parties agree to modify in writing the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such Law. Should any terms of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

29. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

30. Nondiscriminatory Fees.

Notwithstanding anything included in this Agreement to the contrary, in no event shall Licensee be required to pay any fee, charge, cost, expense or compensation, or perform any service or obligation, that is not permitted by Law. KMC agrees that it shall adhere to the nondiscrimination requirements of the Telecommunications Act of 1996 with respect to the administration of this Pole Attachment Agreement.

31. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

For KMC:

GTE FLORIDA INCORPORATED

KMC TELECOM II, INC

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

**EXHIBIT A
ATTACHMENT FEES**

KMC Pole Attachment Fee: \$33.72 per attachment per year

APPENDIX K-1
CONDUIT OCCUPANCY AGREEMENT

1 Parties.

This agreement ("Agreement") is between GTE Florida Incorporated, having its principal office at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and KMC Telecom II, Inc., having its principal office at 1545 Route 205, Suite 300, Bedminster, New Jersey 07921 ("Licensee")

2 Definitions.

- 2.1 "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.
- 2.2 "Telecommunications 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.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Conduit" or "Duct" means a single enclosed raceway used to house Innerduct.
- 2.5 "Innerduct" unless otherwise specified or approved by GTE, shall mean a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing communications facilities.
- 2.6 "Facilities" means all communication facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.
- 2.7 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee's Facilities in a conduit.
- 2.8 "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.
- 2.9 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.10 "Occupancy Fee" means the fee paid by Licensee to GTE per linear foot for each innerduct occupied by Licensee's Facilities in GTE's Conduit(s).
- 2.11 "Communications Act" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 §101(a), 110 Stat. 70 codified at 47 U.S.C., as now and hereafter amended, and all orders, rules, regulations and guidelines issued by the Federal Communications Commission ("FCC") or any state regulatory agency with jurisdiction over either party hereto.

2.12 "Easements and Permits" means all of the easements and/or rights-of-way in which GTE's conduits, manholes or handholes covered by this Agreement are currently or proposed to be located and all permits, approvals, licenses and authorizations issued by any governmental authority or private individual or entity to GTE or for GTE's benefit for GTE's conduits, manholes and/or handholes or relating in any way to GTE's use of GTE's conduits, manholes and/or handholes.

2.13 "Law" means any and all federal, state and local laws, statutes, codes, regulations, rules, orders, decisions, tariffs and guidelines issued by or emanating from any legislative, regulatory, administrative or judicial entity, in effect now or in the future, including but not limited to the Communications Act.

3 Purpose.

3.1 Licensee represents to GTE that Licensee has a need to occupy, place and maintain communications facilities within GTE's conduit(s) for the purpose of providing Telecommunications Services.

3.2 GTE agrees to permit Licensee to occupy, place and maintain its Facilities within GTE's conduit(s) as GTE may allow pursuant to the terms of this Agreement.

4 Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space in specified GTE conduits Licensee's Facilities pursuant to the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE's conduit(s) except as provided by Law or agreement of the parties. GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain facilities in or otherwise use any or all GTE conduit(s), subject to Licensee's rights under Law.

5 Term.

5.1 This Agreement, if not previously terminated in accordance with the provisions hereof, shall continue in effect for a term of two (2) years and thereafter for successive one-year periods until terminated as provided herein. The Agreement may be terminated at the end of the third year or at the end of any annual renewal term thereafter by either party giving to the other party at least ninety (90) days prior written notice. Within ninety (90) days from the date this Agreement is terminated by either party, Licensee shall cause all of Licensee's Facilities to be removed from all of GTE's conduits; provided, however, that: (1) if Licensee notifies GTE that Licensee wishes to continue occupying GTE's conduit(s) pursuant to the terms and conditions of a new or modified agreement, the parties will begin good-faith negotiations of such agreement, and this Agreement will continue on a month-to-month basis until either the new agreement is executed or the rights and obligations of the parties regarding access are otherwise determined in accordance with (2); or (2) if within such 90 days, Licensee or GTE seeks a formal determination of the rights and obligations of the parties regarding the access available to Licensee from any regulatory or judicial authority having jurisdiction over such matters, this Agreement shall continue in effect until such regulatory or judicial authority has made its determination. In the event Licensee's Facilities are not removed as required by this section, GTE shall have the option to remove all such Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE's being deemed guilty of trespass or conversion, and without GTE's becoming liable for any loss or damages to Licensee's Facilities occasioned thereby. In such event, all costs incurred by GTE to remove Licensee's Facilities in accordance with this Agreement shall be reimbursed to GTE by Licensee upon demand by GTE.

5.2 Licensee may at any time request removal of its Facilities from any GTE conduit, by giving written notice to GTE at least ninety (90) days prior to the time Licensee desires such

removal. If GTE advises Licensee that GTE shall remove Licensee's Facilities, Licensee shall pay to GTE the cost of said removal and no credit or refund of any rental shall be allowed Licensee on account of such removal. If GTE requires, Licensee shall pay to GTE the cost of removing Licensee's Facilities in advance. If GTE permits Licensee to remove Licensee's Facilities, Licensee shall do so at its own expense, and shall reimburse GTE for any expenses GTE may incur as a result of such removal.

6 Conduit Occupancy Requests.

- 6.1 Licensee shall submit a written Conduit Occupancy Request ("COR") to GTE specifying the GTE conduits within which it desires to place Facilities. Each COR shall be in a form specified by GTE and may be revised from time to time at GTE's sole discretion upon prior written notice to Licensee. No Facilities shall be placed in any GTE conduit(s) identified in a COR until that COR has been approved by GTE. Upon the approval of the COR, GTE shall return one copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All Facilities placed in GTE's conduit pursuant to an approved COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent CORs for approval by GTE as needed.
- 6.2 GTE shall provide Licensee a response to a COR within 30 days of receiving such COR. Any denial of a COR by GTE shall be in writing and delivered by GTE to Licensee within such 30-day period; any such denial shall specify in detail the reasons for such denial, and include all relevant evidence and other information supporting such denial as may be required by Law.
- 6.3 Licensee shall pay GTE a fee for processing a COR to compensate GTE for actual administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE conduits included in the COR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs. GTE shall provide Licensee with an estimate of the total administrative and engineering costs needed to process Licensee's COR. Within fifteen (15) days after receiving such estimate from GTE, Licensee shall notify GTE either (1) that Licensee shall reimburse GTE all costs actually incurred to perform the work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the work is to begin or (2) that it desires to cancel its COR.
- 6.4 Upon receiving an approved COR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee's Facilities described in the COR in the innerducts of the GTE conduits identified therein.
- 6.5 In the event it is necessary to rearrange any facilities (including facilities of third parties) in or to reinforce, replace or add support equipment to any one or more of the conduits included in a COR in order to accommodate Licensee's Facilities, GTE shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Facilities. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee 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 cancel its COR.
- 6.6 Licensee is not authorized and shall have no right to place facilities in any GTE conduit(s) unless that GTE conduit(s) is identified in an approved COR.
- 6.7 Existing conduit maps will be made available for viewing by Licensee for the purpose of pre-order planning at the GTE area engineering offices during normal business hours, subject to reasonable advance notification considering the size of the order and complexity of the planning process and documentation. While a formal written request will not be required in

connection with the first request by Licensee to view conduit maps, GTE reserves the right to refuse any subsequent viewing request or require written justification for the request if Licensee has demonstrated that it does not have a good faith intention to submit a COR. If the availability of specific point-to-point conduits can be determined at the time of viewing conduit maps, maps reflecting such point-to-point conduits may be made available for copying. Licensee shall pay to GTE a fee for making such copies available sufficient to cover the general administrative costs incurred. IN MAKING CONDUIT MAPS AVAILABLE, GTE WILL BE MAKING NO EXPRESS OR IMPLIED WARRANTY REGARDING THEIR ACCURACY OTHER THAN THAT THEY ARE THE SAME CONDUIT MAPS USED BY GTE IN ITS DAY-TO-DAY OPERATIONS.

7 Authority to Place Licensee's Facilities.

- 7.1 GTE shall not unreasonably intervene in or attempt to delay the granting of, any rights of way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required in addition to the Easements and Permits already received by GTE for Licensee to place its Facilities in GTE's conduits. GTE shall, upon request by KMC, provide a letter of introduction suitable for KMC to use to identify itself and its purpose to landowners whose property is burdened by relevant easements.
- 7.2 In the event additional Easements and Permits must be obtained in order for Licensee to utilize GTE's conduits under this Agreement, GTE shall provide Licensee with copies of its Easements and Permits along with any reports, maps and documents related thereto, to assist Licensee in applying for the additional Easements and Permits and shall fully cooperate with Licensee, including promptly providing any consent forms which Licensee may request to facilitate obtaining such additional Easements and Permits.
- 7.3 Upon notice from GTE to Licensee that the cessation of the use of any one or more of GTE's conduits is necessary for reasons of safety or has been compelled by any judicial or regulatory authority, permission to occupy, place and/or maintain Licensee's Facilities in such conduit(s) or conduit(s) shall terminate immediately and Licensee promptly shall remove its Facilities; subject to Licensee's relocation rights under Law. Should Licensee fail to remove its Facilities within the time frame ordered by the judicial or regulatory authority or one hundred twenty (120) days of receiving notice to do so from GTE, whichever is less, GTE shall have the option to remove all such Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE's being deemed guilty of trespass or conversion, and without GTE's becoming liable for any loss or damages to Licensee's Facilities occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand by GTE.

8 Placement of Licensee's Facilities.

Licensee shall, at its own expense, place and maintain and replace Licensee's Facilities in GTE's conduit(s) in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits 1 through 13 hereto, as may be revised from time to time by GTE.

9 Failure of Licensee to Occupy Conduit Space.

Once Licensee has obtained an approved COR, Licensee shall have sixty (60) days from the date the COR is approved to begin the placement of its Facilities in the GTE conduit(s) covered by the COR. If Licensee has not begun placing its Facilities within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a

bona fide effort to begin placing its Facilities within the sixty (60) days prescribed by this section, the previously approved COR shall be deemed rescinded by GTE and Licensee shall have no further right to place Facilities pursuant to that COR.

10 Occupancy Fees.

- 10.1 Licensee shall pay to GTE an Occupancy Fee, as specified in Appendix A hereto, for each linear foot of duct or innerduct (as the case may be) occupied by Licensee's Facilities in GTE's conduit(s). If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. Unless otherwise specified in Appendix A, this Occupancy Fee specific in Appendix A hereto is the fee applicable to 1" or 1-1/4" diameter innerduct. GTE reserves the right to charge a higher fee for innerduct of greater diameter. The Occupancy Fee may be increased by GTE from time to time as permitted by law upon (30) days written notice to Licensee.
- 10.2 Occupancy Fees shall become due and payable on the date that a COR is approved by GTE, and all necessary make-ready work by GTE, and all third parties occupying relevant conduit(s), is completed, for all innerducts identified in that COR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) days of the receipt of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. In no event, however, shall any Occupancy Fee, or any other charge, cost, expense or fee to be paid by Licensee hereunder, exceed that amount permitted or directed under any applicable law, order, rule, regulation, or tariff. Licensee shall not be permitted to begin placing Facilities on any of the GTE conduit(s) identified in the COR until the corresponding Occupancy Fees have been paid.
- 10.3 GTE shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in GTE's conduit(s) based upon the cumulative linear footage per innerduct from all CORs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Facilities under this section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Licensee's Facilities from GTE's conduit(s). Except as provided in Section 5 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Facilities. 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. Licensee shall remain liable for all Occupancy Fees until Licensee's Facilities have been physically removed from GTE's conduits.

11 Modifications, Additions or Replacements to Licensee's Facilities.

- 11.1 Licensee shall not modify, add to or replace Licensee's Facilities in any GTE conduit(s) 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 Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the GTE conduit(s) involved.
- 11.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the modification, replacement or reinforcement of the GTE conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee will be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or

replacement of its Licensee's Facilities. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

- 11.3 Access to GTE's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of this Agreement.
- 11.4 Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

12 Unauthorized Facilities.

- 12.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Occupancy of GTE's conduit(s), a charge equal to three (3) times the amount of the then current Occupancy Fee shall be paid by Licensee to GTE for each unauthorized Occupancy in a GTE conduit(s). Licensee also shall pay GTE an Occupancy Fee for each unauthorized Occupancy accruing from the date the unauthorized Occupancy first began. In the event that the date the unauthorized Occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange any unauthorized Occupancy(s) of Licensee if such rearrangement is required to safeguard GTE's Facilities or to accommodate the Facilities of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Occupancy(s). Licensee shall also pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE conduit(s), which reinforcement, replacement or modification was required as a result of the unauthorized Occupancy of Licensee. The Occupancy Fee referenced in this subsection 12.1 shall be determined in the same manner as such fee would have been determined if the Occupancy had been authorized by GTE. KMC will indemnify GTE from any activities resulting from unauthorized Occupancy.
- 12.2 Once GTE has notified Licensee of an unauthorized Occupancy, the Licensee can submit a COR to request an authorized Occupancy. A COR submitted per this provision will be treated like any other COR subject to this agreement. Licensees will be responsible for all fees associated with a COR (as identified in this agreement). If a COR is not received by GTE within ten (10) business days of Licensee's receipt of an unauthorized Occupancy notification, then Licensee has sixty (60) days from the date of its receipt of the initial unauthorized Occupancy notification to vacate the conduit(s).
- 12.3 For purposes of this section, an unauthorized Occupancy shall include, but not be limited to:
 - 12.3.1 An Occupancy of a GTE conduit(s) which conduit(s) is not identified in any COR approved in accordance with this Agreement;
 - 12.3.2 An Occupancy that occupies more space than that allocated to Licensee by GTE;
 - 12.3.3 An Occupancy that is not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;
 - 12.3.4 An addition or modification by licensee to its pre-existing Occupancy(s) that impairs the structural integrity of the involved GTE conduit(s);

An Occupancy placed by Licensee that is owned or controlled in whole or in part by an entity other than Licensee.

13 Surveys and Inspections of Facilities.

- 13.1 Upon written notice to Licensee, the total number and exact location of Licensee's Facilities in GTE's conduit(s) 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, Licensee and/or any other entity owning or jointly owning the conduit(s) with GTE may participate in the survey. The costs incurred by GTE to conduct the survey shall be reimbursed to GTE by Licensee upon demand by GTE. If the Facilities of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to GTE.
- 13.2 Apart from surveys conducted in accordance with this section, GTE shall have the right to inspect any Facility of Licensee in GTE's conduit(s) as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by GTE, reimburse GTE all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by GTE shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

14 Notice of Modification or Alteration of Conduit(s) by GTE.

- 14.1 In the event GTE plans to modify or alter any GTE conduit(s) in which Licensee has Facilities, GTE shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on the GTE conduit(s) to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make such conduit(s) accessible to Licensee.
- 14.2 In the event GTE is required by a federal, state, or local authority to move, replace or change the location of any GTE conduit(s), Licensee shall concurrently relocate Licensee's Facilities. GTE and each Licensee required to relocate its attachments shall bear its own costs for such relocation.
- 14.3 Except as required by law, Licensee shall not bear the costs of relocating any of its Facilities, if such relocation is required as a result of an additional placement or the modification of an existing placement sought by any other entity, including GTE.

15 Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16 Default and Remedies.

- 16.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:
- 16.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) business days after receipt of written notice thereof to Licensee;
- 16.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default

continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

- 16.1.3 Licensee's voluntary or involuntary bankruptcy;
 - 16.1.4 The filing of any tax or mechanic's lien against GTE's conduit(s) which is not bonded or discharged within ninety (90) days of the date Licensee receives notice that such lien has been filed; or
 - 16.1.5 Licensee's intentional use or maintenance of its Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking.
- 16.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following to the extent permitted by Law:
- 16.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;
 - 16.2.2 Terminate this Agreement by giving notice of such termination to Licensee, in which case the provisions of Section 5.1 as to removal will apply, and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee's Facilities occasioned thereby; or
 - 16.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 16.3 Upon termination of this Agreement by GTE because of a material default by Licensee, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination.
- 16.4 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any Law, either at law or in equity, or both. Neither party shall be deemed to have waived any right under Law unless such waiver is expressly identified as a waiver herein.

17 Indemnification.

- 17.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).
- 17.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).

except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of GTE or GTE's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law.

- 17.3 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Facilities, except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of GTE or GTE's agents, officers, employees and assigns.
- 17.4 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 17.5 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 17.6 Licensee shall indemnify, protect and hold harmless GTE from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment in GTE's conduit(s) pursuant to this Agreement.

18 Insurance.

- 18.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 18.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.
- 18.3 Licensee shall promptly advise GTE in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly

arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.

- 18.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's Facilities and equipment pursuant to any of the provisions hereof. All bonds must specify that the GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

19 Emergency Restoration Procedures

- 19.1 The parties acknowledge that in the event of an emergency, services provided by the parties and other joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities in GTE's conduit(s) to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing GTE's conduit(s), ducts, manholes or handholds enter into appropriate arrangements relating to emergency repairs and service restoration. It is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 19.2 of this Agreement.

- 19.2 When notice and coordination are practicable, GTE, Licensee, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles.

- 19.2.1 Emergency service restoration work requirements shall take precedence over other work operations;
- 19.2.2 Except as circumstances may otherwise dictate, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question.
- 19.2.3 GTE shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by GTE on a nondiscriminatory basis in accordance with the principles set forth in this section.

20 Damage Suspected to Licensee's Facilities Only.

- 20.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify GTE of said damage at 1-800-483-4100. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Facilities.

- 20.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.
- 20.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.
- 20.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Attachments, or any action or failure to act by GTE, appropriately or inappropriately, under this section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim.

21 Access to GTE's Manholes/Handholes.

- 21.1 GTE will allow Licensee to audit manholes/handholes that are included in any COR submitted to GTE to confirm usability. Licensees 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. Such GTE employee or agent shall have the authority to suspend Licensee's activities in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect.
- 21.2 For purposes other than to audit usability, GTE's manholes/handholes shall be opened only as permitted by GTE and only after Licensee 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. Such GTE employee or agent shall have the authority to suspend Licensee'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 Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rate then in effect. The presence of GTE's authorized employee or agent shall not relieve Licensee 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.

22 Abandonment.

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

23 Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To Licensee: KMC Telecom II, Inc.
Attention: Michael Sternberg
President and CEO
KMC Telecom II, Inc.
1545 Route 205
Suite 300
Bedminster, New Jersey 07921
Facsimile number: (908) 719-8775

To GTE: GTE South
Attention: Regulatory Director
201 N. Franklin Street
One Tampa City Center
MC: FLTC0616
Tampa, Florida 33602
Facsimile number: (813) 223-4888

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

24 Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

25 Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety; and (vi) all Law.

26 Force Majeure.

Except for payment of the Occupancy Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, or fuel or energy shortages.

27 Assignment.

- 27.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE, which consent shall not be unreasonably withheld, conditioned or delayed; except that this Agreement can be assigned in its entirety to an affiliate or corporate successor upon prior written notice to GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.
- 27.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and liabilities under this Agreement.
- 27.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.
- 27.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 28 Applicable Law.
- This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Florida without regard to its conflicts of laws provisions.
- 29 Law.
- The terms and conditions of this Agreement shall be subject to all Law that is currently in force or that may be prescribed by any federal, state or local governmental authority. Any such Law shall automatically supersede the provisions hereof and the parties agree to modify in writing the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such Law. Should any terms of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.
- 30 Headings.
- All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.
- 31 Nondiscriminatory Fees.
- Notwithstanding anything included in this Agreement to the contrary, in no event shall Licensee be required to pay any fee, charge, cost, expense or compensation, or perform any service or obligation, that is not permitted by Law. GTE agrees that it shall adhere to the nondiscrimination requirements of the Telecommunications Act of 1996 with respect to the administration of this Conduit Occupancy Agreement.
- 32 Entire Agreement.
- The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

GTE FLORIDA INCORPORATED

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

For KMC:

KMC TELECOM II, INC

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT A
CONDUIT OCCUPANCY RATE

GTE Conduit Occupancy Rate:

\$ 1.65 per linear foot per year for sub-duct
\$ 1.65 per linear foot per year for full-duct

APPENDIX K-2
CONDUIT OCCUPANCY AGREEMENT

1 Parties.

This agreement ("Agreement") is between KMC Telecom II, Inc., having its principal office at 1545 Route 205, Suite 300, Bedminster, New Jersey 07921 ("KMC") and GTE Florida Incorporated, having its principal office at 600 Hidden Ridge Drive, Irving, Texas 75038 ("Licensee").

2 Definitions.

- 2.1 "KMC's conduit(s)" or "KMC conduit(s)" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.
- 2.2 "Telecommunications 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.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Conduit" or "Duct" means a single enclosed raceway used to house Innerduct.
- 2.5 "Innerduct" unless otherwise specified or approved by KMC, shall mean a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing communications facilities.
- 2.6 "Facilities" means all communication facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.
- 2.7 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee's Facilities in a conduit.
- 2.8 "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.
- 2.9 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.10 "Occupancy Fee" means the fee paid by Licensee to KMC per linear foot for each innerduct occupied by Licensee's Facilities in KMC's Conduit(s).
- 2.11 "Communications Act" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 §101(a), 110 Stat. 70 codified at 47 U.S.C., as now and hereafter amended, and all orders, rules, regulations and guidelines issued by the Federal Communications Commission ("FCC") or any state regulatory agency with jurisdiction over either party hereto.

- 2.12 "Easements and Permits" means all of the easements and/or rights-of-way in which GTE's conduits, manholes or handholes covered by this Agreement are currently or proposed to be located and all permits, approvals, licenses and authorizations issued by any governmental authority or private individual or entity to KMC or for KMC's benefit for KMC's conduits, manholes and/or handholes or relating in any way to KMC's use of KMC's conduits, manholes and/or handholes.
- 2.13 "Law" means any and all federal, state and local laws, statutes, codes, regulations, rules, orders, decisions, tariffs and guidelines issued by or emanating from any legislative, regulatory, administrative or judicial entity, in effect now or in the future, including but not limited to the Communications Act.

3 Purpose.

- 3.1 Licensee represents to KMC that Licensee has a need to occupy, place and maintain communications facilities within KMC's conduit(s) for the purpose of providing Telecommunications Services.
- 3.2 KMC agrees to permit Licensee to occupy, place and maintain its Facilities within KMC's conduit(s) as KMC may allow pursuant to the terms of this Agreement.

4 Grant of License.

KMC grants to Licensee and Licensee accepts from KMC a non-exclusive revocable license to occupy, place and maintain in a designated space in specified KMC conduits Licensee's Facilities pursuant to the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with KMC's conduit(s) except as provided by Law or agreement of the parties. KMC shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain facilities in or otherwise use any or all KMC conduit(s), subject to Licensee's rights under Law.

5 Term.

- 5.1 This Agreement, if not previously terminated in accordance with the provisions hereof, shall continue in effect for a term of two (2) years and thereafter for successive one-year periods until terminated as provided herein. The Agreement may be terminated at the end of the third year or at the end of any annual renewal term thereafter by either party giving to the other party at least ninety (90) days prior written notice. Within ninety (90) days from the date this Agreement is terminated by either party, Licensee shall cause all of Licensee's Facilities to be removed from all of KMC's conduits; provided, however, that: (1) if Licensee notifies KMC that Licensee wishes to continue occupying KMC's conduit(s) pursuant to the terms and conditions of a new or modified agreement, the parties will begin good-faith negotiations of such agreement, and this Agreement will continue on a month-to-month basis until either the new agreement is executed or the rights and obligations of the parties regarding access are otherwise determined in accordance with (2); or (2) if within such 90 days, Licensee or KMC seeks a formal determination of the rights and obligations of the parties regarding the access available to Licensee from any regulatory or judicial authority having jurisdiction over such matters, this Agreement shall continue in effect until such regulatory or judicial authority has made its determination. In the event Licensee's Facilities are not removed as required by this section, KMC shall have the option to remove all such Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without KMC's being deemed guilty of trespass or conversion, and without KMC's becoming liable for any loss or damages to Licensee's Facilities occasioned thereby. In such event, all costs incurred by KMC to remove Licensee's Facilities in accordance with this Agreement shall be reimbursed to KMC by Licensee upon demand by KMC.

- 5.2 Licensee may at any time request removal of its Facilities from any KMC conduit, by giving written notice to KMC at least ninety (90) days prior to the time Licensee desires such

removal. If KMC advises Licensee that KMC shall remove Licensee's Facilities, Licensee shall pay to KMC the cost of said removal and no credit or refund of any rental shall be allowed Licensee on account of such removal. If KMC requires, Licensee shall pay to KMC the cost of removing Licensee's Facilities in advance. If KMC permits Licensee to remove Licensee's Facilities, Licensee shall do so at its own expense, and shall reimburse KMC for any expenses KMC may incur as a result of such removal.

6 Conduit Occupancy Requests.

- 6.1 Licensee shall submit a written Conduit Occupancy Request ("COR") to KMC specifying KMC conduits within which it desires to place Facilities. Each COR shall be in a form specified by KMC and may be revised from time to time at KMC's sole discretion upon prior written notice to Licensee. No Facilities shall be placed in any KMC conduit(s) identified in a COR until that COR has been approved by KMC. Upon the approval of the COR, KMC shall return one copy thereof to Licensee bearing an endorsement acknowledging KMC's authorization. All Facilities placed in KMC's conduit pursuant to an approved COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent CORs for approval by KMC as needed.
- 6.2 KMC shall provide Licensee a response to a COR within 30 days of receiving such COR. Any denial of a COR by KMC shall be in writing and delivered by KMC to Licensee within such 30-day period; any such denial shall specify in detail the reasons for such denial, and include all relevant evidence and other information supporting such denial as may be required by Law.
- 6.3 Licensee shall pay KMC a fee for processing a COR to compensate KMC for actual administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect KMC conduits included in the COR. KMC will charge its then current rates for administrative and engineering costs, as may be changed from time to time by KMC to remain consistent with prevailing costs. KMC shall provide Licensee with an estimate of the total administrative and engineering costs needed to process Licensee's COR. Within fifteen (15) days after receiving such estimate from KMC, Licensee shall notify KMC either (1) that Licensee shall reimburse KMC all costs actually incurred to perform the work and shall pay the total estimated amount to KMC at least ten (10) days prior to the date the work is to begin or (2) that it desires to cancel its COR.
- 6.4 Upon receiving an approved COR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee's Facilities described in the COR in the innerducts of KMC conduits identified therein.
- 6.5 In the event it is necessary to rearrange any facilities (including facilities of third parties) in or to reinforce, replace or add support equipment to any one or more of the conduits included in a COR in order to accommodate Licensee's Facilities, KMC shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Facilities. Within fifteen (15) days after receiving such notice from KMC, Licensee shall notify KMC either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to KMC at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its COR.
- 6.6 Licensee is not authorized and shall have no right to place facilities in any KMC conduit(s) unless that KMC conduit(s) is identified in an approved COR.
- 6.7 Existing conduit maps will be made available for viewing by Licensee for the purpose of pre-order planning at KMC area engineering offices during normal business hours, subject to reasonable advance notification considering the size of the order and complexity of the planning process and documentation. While a formal written request will not be required in

connection with the first request by Licensee to view conduit maps, KMC reserves the right to refuse any subsequent viewing request or require written justification for the request if Licensee has demonstrated that it does not have a good faith intention to submit a COR. If the availability of specific point-to-point conduits can be determined at the time of viewing conduit maps, maps reflecting such point-to-point conduits may be made available for copying. Licensee shall pay to KMC a fee for making such copies available sufficient to cover the general administrative costs incurred. IN MAKING CONDUIT MAPS AVAILABLE, KMC WILL BE MAKING NO EXPRESS OR IMPLIED WARRANTY REGARDING THEIR ACCURACY OTHER THAN THAT THEY ARE THE SAME CONDUIT MAPS USED BY KMC IN ITS DAY-TO-DAY OPERATIONS.

7 Authority to Place Licensee's Facilities.

- 7.1 KMC shall not unreasonably intervene in or attempt to delay the granting of, any rights of way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required in addition to the Easements and Permits already received by KMC for Licensee to place its Facilities in KMC's conduits. KMC shall, upon request by GTE, provide a letter of introduction suitable for GTE to use to identify itself and its purpose to landowners whose property is burdened by relevant easements.
- 7.2 In the event additional Easements and Permits must be obtained in order for Licensee to utilize KMC's conduits under this Agreement, KMC shall provide Licensee with copies of its Easements and Permits along with any reports, maps and documents related thereto, to assist Licensee in applying for the additional Easements and Permits and shall fully cooperate with Licensee, including promptly providing any consent forms which Licensee may request to facilitate obtaining such additional Easements and Permits. KMC shall, upon request by GTE, provide a letter of introduction suitable for GTE to use to identify itself and its purpose to landowners whose property is burdened by relevant easements.
- 7.3 Upon notice from KMC to Licensee that the cessation of the use of any one or more of KMC's conduits is necessary for reasons of safety or has been compelled by any judicial or regulatory authority, permission to occupy, place and/or maintain Licensee's Facilities in such conduit(s) or conduit(s) shall terminate immediately and Licensee promptly shall remove its Facilities; subject to Licensee's relocation rights under Law. Should Licensee fail to remove its Facilities within the time frame ordered by the judicial or regulatory authority or one hundred twenty (120) days of receiving notice to do so from KMC, whichever is less, KMC shall have the option to remove all such Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without KMC's being deemed guilty of trespass or conversion, and without KMC's becoming liable for any loss or damages to Licensee's Facilities occasioned thereby. All costs incurred by KMC to remove Licensee's Facilities shall be reimbursed to KMC by Licensee upon demand by KMC.

8 Placement of Licensee's Facilities.

Licensee shall, at its own expense, place and maintain and replace Licensee's Facilities in KMC's conduit(s) in accordance with (i) such requirements and specifications as KMC shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits 1 through 13 hereto, as may be revised from time to time by KMC.

9 Failure of Licensee to Occupy Conduit Space.

Once Licensee has obtained an approved COR, Licensee shall have sixty (60) days from the date the COR is approved to begin the placement of its Facilities in KMC conduit(s) covered by the COR. If Licensee has not begun placing its Facilities within that sixty (60) day period, Licensee

shall so advise KMC with a written explanation for the delay. If Licensee fails to advise KMC of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Facilities within the sixty (60) days prescribed by this section, the previously approved COR shall be deemed rescinded by KMC and Licensee shall have no further right to place Facilities pursuant to that COR.

10 Occupancy Fees.

10.1 Until KMC has completed appropriate cost studies, Licensee shall pay to KMC an Attachment Fee, for each linear foot of duct or innerduct (as the case may be) occupied by Licensee's Facilities in KMC's conduit(s), in an amount equal to the Attachment Fee then being charged by GTE as sole owner to KMC as Licensee in the State, as may be awarded from time to time. If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. At such time as KMC has completed and finalized appropriate cost studies and gives Licensee Notice of the new KMC Occupancy Fee based on those studies, KMC shall provide copies of all such studies and supporting documentation to Licensee and the appropriate Fee shall be as thereafter agreed by the Parties. That new Fee will be charged to Licensee as of the date of agreement, subject to true-up back to the date of KMC Notice described above in this Section 10.1. The initial Occupancy Fee is set forth in Appendix A hereto. Unless otherwise specified in Appendix A, this Occupancy Fee specific in Appendix A hereto is the fee applicable to 1" or 1-1/4" diameter innerduct. KMC reserves the right to charge a higher fee for innerduct of greater diameter. The Occupancy Fee may be increased by KMC from time to time as permitted by law upon (30) days written notice to Licensee.

10.2 Occupancy Fees shall become due and payable on the date that a COR is approved by KMC, and all necessary make-ready work by KMC, and all third parties occupying relevant conduit(s), is completed, for all innerducts identified in that COR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) days of the receipt of a statement from KMC specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. In no event, however, shall any Occupancy Fee, or any other charge, cost, expense or fee to be paid by Licensee hereunder, exceed that amount permitted or directed under any applicable law, order, rule, regulation, or tariff. Licensee shall not be permitted to begin placing Facilities on any of KMC conduit(s) identified in the COR until the corresponding Occupancy Fees have been paid.

10.3 KMC shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in KMC's conduit(s) based upon the cumulative linear footage per innerduct from all CORs approved by KMC. KMC may, at its option, conduct a physical inventory of Licensee's Facilities under this section. It shall be Licensee's sole responsibility to notify KMC of any and all removals of Licensee's Facilities from KMC's conduit(s). Except as provided in Section 5 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to KMC at least thirty (30) days prior to the removal of the Facilities. Each Notice of Removal shall be in a form specified by KMC and may be revised from time to time at KMC's sole discretion. Licensee shall remain liable for all Occupancy Fees until Licensee's Facilities have been physically removed from KMC's conduits.

11 Modifications, Additions or Replacements to Licensee's Facilities.

11.1 Licensee shall not modify, add to or replace Licensee's Facilities in any KMC conduit(s) without first notifying KMC in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the

modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of KMC conduit(s) involved.

- 11.2 Should KMC determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the modification, replacement or reinforcement of KMC conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, KMC will so notify Licensee, whereupon Licensee will be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Licensee's Facilities. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.
- 11.3 Access to KMC's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of this Agreement.
- 11.4 Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

12 Unauthorized Facilities.

- 12.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Occupancy of KMC's conduit(s), a charge equal to three (3) times the amount of the then current Occupancy Fee shall be paid by Licensee to KMC for each unauthorized Occupancy in a KMC conduit(s). Licensee also shall pay KMC an Occupancy Fee for each unauthorized Occupancy accruing from the date the unauthorized Occupancy first began. In the event that the date the unauthorized Occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to KMC all costs incurred by KMC to rearrange any unauthorized Occupancy(s) of Licensee if such rearrangement is required to safeguard KMC's Facilities or to accommodate the Facilities of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Occupancy(s). Licensee shall also pay to KMC all costs incurred by KMC to reinforce, replace or modify any KMC conduit(s), which reinforcement, replacement or modification was required as a result of the unauthorized Occupancy of Licensee. The Occupancy Fee referenced in this subsection 12.1 shall be determined in the same manner as such fee would have been determined if the Occupancy had been authorized by KMC. Licensee will indemnify KMC from any activities resulting from unauthorized Occupancy.
- 12.2 Once KMC has notified Licensee of an unauthorized Occupancy, the Licensee can submit a COR to request an authorized Occupancy. A COR submitted per this provision will be treated like any other COR subject to this agreement. Licensees will be responsible for all fees associated with a COR (as identified in this agreement). If a COR is not received by KMC within ten (10) business days of Licensee's receipt of an unauthorized Occupancy notification, then Licensee has sixty (60) days from the date of its receipt of the initial unauthorized Occupancy notification to vacate the conduit(s).
- 12.3 For purposes of this section, an unauthorized Occupancy shall include, but not be limited to:

- 12.3.1 An Occupancy of a KMC conduit(s) which conduit(s) is not identified in any COR approved in accordance with this Agreement;
- 12.3.2 An Occupancy that occupies more space than that allocated to Licensee by KMC;
- 12.3.3 An Occupancy that is not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;
- 12.3.4 An addition or modification by licensee to its pre-existing Occupancy(s) that impairs the structural integrity of the involved KMC conduit(s);
- 12.3.5 An Occupancy placed by Licensee that is owned or controlled in whole or in part by an entity other than Licensee.

13 Surveys and Inspections of Facilities.

- 13.1 Upon written notice to Licensee, the total number and exact location of Licensee's Facilities in KMC's conduit(s) may be determined, at KMC's discretion, through a survey to be made not more than once per calendar year by KMC. If so requested, Licensee and/or any other entity owning or jointly owning the conduit(s) with KMC may participate in the survey. The costs incurred by KMC to conduct the survey shall be reimbursed to KMC by Licensee upon demand by KMC. If the Facilities of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to KMC.
- 13.2 Apart from surveys conducted in accordance with this section, KMC shall have the right to inspect any Facility of Licensee in KMC's conduit(s) as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by KMC, reimburse KMC all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by KMC shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

14 Notice of Modification or Alteration of Conduit(s) by KMC.

- 14.1 In the event KMC plans to modify or alter any KMC conduit(s) in which Licensee has Facilities, KMC shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on KMC conduit(s) to be modified or altered by KMC, Licensee shall so notify KMC in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by KMC to make such conduit(s) accessible to Licensee.
- 14.2 In the event KMC is required by a federal, state, or local authority to move, replace or change the location of any KMC conduit(s), Licensee shall concurrently relocate Licensee's Facilities. KMC and each Licensee required to relocate its attachments shall bear its own costs for such relocation.
- 14.3 Except as required by law, Licensee shall not bear the costs of relocating any of its Facilities, if such relocation is required as a result of an additional placement or the modification of an existing placement sought by any other entity, including KMC.

15 Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, KMC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16 Default and Remedies.

- 16.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:
- 16.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) business days after receipt of written notice thereof to Licensee;
 - 16.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from KMC (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
 - 16.1.3 Licensee's voluntary or involuntary bankruptcy;
 - 16.1.4 The filing of any tax or mechanic's lien against KMC's conduit(s) which is not bonded or discharged within ninety (90) days of the date Licensee receives notice that such lien has been filed; or
 - 16.1.5 Licensee's intentional use or maintenance of its Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking.
- 16.2 In the event of a Material Default, KMC, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following to the extent permitted by Law:
- 16.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which KMC shall have given Licensee notice, the cost of which performance shall be paid by Licensee to KMC upon demand;
 - 16.2.2 Terminate this Agreement by giving notice of such termination to Licensee, in which case the provisions of Section 5.1 as to removal will apply, and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without KMC being deemed guilty of trespass or conversion, and without KMC becoming liable for any loss or damages to Licensee's Facilities occasioned thereby; or
 - 16.2.3 Exercise any other legal or equitable right or remedy which KMC may have.
- 16.3 Upon termination of this Agreement by KMC because of a material default by Licensee, Licensee shall remain liable to KMC for any and all fees, other payments and damages which may be due or sustained prior to such termination.
- 16.4 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any Law, either at law or in equity, or both. Neither party shall be deemed to have waived any right under Law unless such waiver is expressly identified as a waiver herein.

17 Indemnification.

- 17.1 Licensee shall compensate KMC for the full actual loss, damage or destruction of KMC's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).
- 17.2 Licensee will further indemnify, defend and hold harmless KMC and KMC's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities), except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of KMC or KMC's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against KMC and KMC's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law.
- 17.3 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless KMC and KMC's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Facilities, except to the extent caused by the willful misconduct or breach of this Agreement or violation of the Law on the part of KMC or KMC's agents, officers, employees and assigns.
- 17.4 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless KMC, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 17.5 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 17.6 Licensee shall indemnify, protect and hold harmless KMC from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment in KMC's conduit(s) pursuant to this Agreement.

18 Insurance.

- 18.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and KMC from all claims under any worker's compensation laws that may be applicable.

- 18.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by KMC and KMC shall be named as an additional insured in each such policy. Licensee shall submit to KMC certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to KMC. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, KMC shall have the option of paying any amount due and Licensee shall forthwith reimburse KMC the full amount paid by KMC.
- 18.3 Licensee shall promptly advise KMC in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.
- 18.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to KMC's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to KMC for rentals, inspections or for work performed by KMC for the benefit of Licensee under this Agreement, including the removal of Licensee's Facilities and equipment pursuant to any of the provisions hereof. All bonds must specify that KMC be notified thirty (30) days prior to the expiration or cancellation of the policy.

19 Emergency Restoration Procedures

- 19.1 The parties acknowledge that in the event of an emergency, services provided by the parties and other joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities in KMC's conduit(s) to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing KMC's conduit(s), ducts, manholes or handholds enter into appropriate arrangements relating to emergency repairs and service restoration. It is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 19.2 of this Agreement.
- 19.2 When notice and coordination are practicable, KMC, Licensee, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles.
- 19.2.1 Emergency service restoration work requirements shall take precedence over other work operations;
- 19.2.2 Except as circumstances may otherwise dictate, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question.
- 19.2.3 KMC shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement;

provided, however, that these decisions shall be made by KMC on a nondiscriminatory basis in accordance with the principles set forth in this section.

20 Damage Suspected to Licensee's Facilities Only.

20.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify KMC of said damage at 1-800-622-4478. This is a 24-hour, 7 days per week notification number. Licensee shall provide KMC all information known to it regarding the damage to Licensee's Facilities.

20.2 In the event KMC receives notice that Licensee's Facilities are damaged, KMC will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. KMC shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.

20.3 After the giving of such notice by either Licensee or KMC, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.

20.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by KMC regarding access to Licensee's Attachments, or any action or failure to act by KMC, appropriately or inappropriately, under this section shall not be the basis for any claim by Licensee against KMC for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold KMC harmless from any such claim.

21 Access to KMC's Manholes/Handholes.

21.1 KMC will allow Licensee to audit manholes/handholes that are included in any COR submitted to KMC to confirm usability. Licensees shall give KMC 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. KMC shall have the right to have a KMC employee or agent present when its manholes/handholes are being opened. Such KMC employee or agent shall have the authority to suspend Licensee's activities in and around KMC's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse KMC the cost of having KMC's employee or agent present. Such charge shall be KMC's fully loaded labor rates then in effect.

21.2 For purposes other than to audit usability, KMC's manholes/handholes shall be opened only as permitted by KMC and only after Licensee has obtained all necessary authorizations from appropriate authorities to open manholes/handholes and conduct work operations therein. KMC shall have the right to have a KMC employee or agent present at any site at which its manholes/handholes are being opened. Such KMC employee or agent shall have the authority to suspend Licensee's work operations in and around KMC'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 Licensee's employees, agents, or contractors. Licensee agrees to reimburse KMC the cost of having KMC's employee or agent present. Such charge shall be KMC's fully loaded labor rates then in effect. The presence of KMC's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around KMC's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

22 Abandonment.

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

23 Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To KMC: KMC Telecom II, Inc.
Attention: Michael Sternberg
President and CEO
KMC Telecom II, Inc.
1545 Route 205
Suite 300
Bedminster, New Jersey 07921
Facsimile number: (908) 719-8775

To LICENSEE: GTE South
Attention: Regulatory Director
201 N. Franklin Street
One Tampa City Center
MC: FLTC0616
Tampa, Florida 33602
Facsimile number: (813) 223-4888

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

24 Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

25 Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety; and (vi) all Law.

26 Force Majeure.

Except for payment of the Occupancy Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, or fuel or energy shortages.

27 Assignment.

27.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of KMC, which consent shall not be unreasonably withheld, conditioned or delayed; except that this Agreement can be assigned in its entirety to an affiliate or corporate successor upon prior written notice to KMC. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of KMC shall be void.

27.2 KMC shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. KMC shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, KMC shall be released and discharged from all obligations and liabilities under this Agreement.

27.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

27.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28 Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Florida without regard to its conflicts of laws provisions.

29 Law.

The terms and conditions of this Agreement shall be subject to all Law that is currently in force or that may be prescribed by any federal, state or local governmental authority. Any such Law shall automatically supersede the provisions hereof and the parties agree to modify in writing the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such Law. Should any terms of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

30 Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

31 Nondiscriminatory Fees.

Notwithstanding anything included in this Agreement to the contrary, in no event shall Licensee be required to pay any fee, charge, cost, expense or compensation, or perform any service or obligation, that is not permitted by Law. KMC agrees that it shall adhere to the nondiscrimination requirements of the Telecommunications Act of 1996 with respect to the administration of this Conduit Occupancy Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

For KMC:

GTE FLORIDA INCORPORATED

KMC TELECOM II, INC

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT A
CONDUIT OCCUPANCY RATE

KMC Conduit Occupancy Rate:

\$ 1.65 per linear foot per year for innerduct-single
\$ 1.65 per linear foot per year for innerduct-multiple

APPENDIX 40A GTE TERMS

Pursuant to Section 40 of Article III of this Agreement, and subject to all of the terms and conditions of that Section 40, each of the following rates may be replaced or supplemented by the correlative rate set forth in the AT&T Terms listed in Appendix 40B, as and when provided in Section 40 and only until, as long as, and under the conditions prescribed by Section 40.

1. Substitute each rate and charge in Appendix C with the rate or charge that may be indicated for the same items in Appendix 40B.
2. Substitute each rate and charge in Appendix D with the rate or charge that may be indicated for the same items in Appendix 40B.
3. Substitute each price in Appendix E with the price that may be indicated for the same items in Appendix 40B.
4. Substitute each price in Appendix F with the price that may be indicated for the same items in Appendix 40B.
5. Substitute each item in Article VI, Section 2.2 - Restrictions on Resale, Section 2.3 - Restrictions on Discount of Retail Services, and Section 5 - Services Available for Resale with the terms and conditions that may be indicated for the same items in Appendix 40B (specifically those items found in Section 25.3 of the AT&T Agreement referenced on 40B-1).

APPENDIX 40B
TERMS ADOPTED FROM THE AT&T ARBITRATION AGREEMENT
OF AT&T/GTE AGREEMENT

Pursuant to Section 40 of Article III of this Agreement, and subject to all of the terms and conditions thereof, the following terms as written in the AT&T Agreement referred to in Section 40 will be substituted for the GTE Terms which are set out in Appendix 40A.

Main Agreement, § 25.

25. General Terms and Conditions for Resale

25.1 Ordering

- 25.1.1 Each Party shall transfer the customer's service features and functionalities "as is" to the other Party when requested by a customer. For purposes of this Section 25, an "as is transfer" is the transfer of all the telecommunications 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.
- 25.1.2 A Letter of Authorization ("LOA") will be required before Local Services will be provided for resale to a subscriber that currently receives local exchange service from GTE or from a local service provider other than AT&T. Such LOA may be a blanket letter of authorization (Blanket LOA) or such other form as agreed upon by AT&T and GTE. When a Blanket LOA has been provided by AT&T, GTE shall not require an additional disconnect order, LOA or other writing from a customer, or another LEC, in order to process an order for Local Service. Each Party will provide the capability for customers to retain their current phone number in the event that they change local service providers to the extent technically feasible, allowing them to retain all existing features and functionalities.

Main Agreement, § 25.3

25.3 Restrictions on Resale

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions shall apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: (i) AT&T shall not resell residential services non-residential end users; (ii) AT&T shall not resell Lifeline/Linkup services or any other means-tested service offering to nonqualifying customers; and (iii) AT&T shall resell grandfathered services only to customers qualified to receive such services from GTE.

Attachment 14 (Page 1)
of
AT&T/GTE Pricing Agreement

1. **Local Service Resale**

The prices charged to AT&T for Local Service shall be calculated using the avoided cost discount applicable in the State determined on the basis of the retail rate charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by GTE, as further specified in Appendix 1.

The prices shall be GTE's retail rates applicable on the Effective Date, less the applicable discount. If GTE reduces or increases its retail rates after AT&T executes this Agreement, the applicable discount shall be applied to the reduced or increased retail rates.

2. **Unbundled Network Elements**

The prices charged to AT&T for Network Elements shall be as further specified in Appendix 2.

Attachment 14 (Page 2)
of
AT&T/GTE Pricing Agreement

4. Interconnection Services

GTE will make interconnection arrangements available at all tandem switching and end office switching locations. At the discretion of AT&T, local interconnection may be accomplished via one-way local trunks, or two way local trunks, or AT&T may chose to deliver both local and toll traffic over the same trunk group(s). With respect to the latter scenario, AT&T will have to provide an available Percent Local Usage (PLU) to facilitate billing if it desires application of the local interconnection rate.

Prices and terms for Interconnection Services are specified in Appendix 4.

Attachment 14 (Page 3)
of
AT&T/GTE Pricing Agreement

(Appendix 1 - Local Service Resale)

Beginning with the Effective Date of this Agreement, Resale Services will be priced in accordance with the standards and prices described below.

1. The wholesale rates for Local Service Resale will be calculated based upon the discounts described in Annex 1. Such discounts will be applied against the Retail Rates for each GTE Retail Offering.
 - 1.1 "Retail Rates" are the effective rates a GTE retail customer would have paid GTE under the Retail Offering selected by AT&T, taking into consideration all applicable discounts, including, but not limited to, volume, term and time of day.
 - 1.2 A "Retail Offering" is an individual contract or retail service rate element, or package of rate elements, which GTE offers to its retail customers, including, but not limited to, Grandfathered Services.
2. Nonrecurring "change" or "record" charges, rather than service establishment charges, shall apply for the conversion of existing Customers of GTE services, received either directly from GTE or through another reseller, to AT&T local service.

Attachment 14 (Page 4)
of
AT&T/GTE Pricing Agreement

(Appendix 1 - Annex 1 - Schedule of Wholesale Discounts)

Florida

Basic Local Service (Residence & Business)	13.04%
Line Charge	13.04%
Usage Charge	13.04%
Features	13.04%
Listing Charges	13.04%
Non-recurring Charges	13.04%
Toll Service	13.04%
Operator Services	13.04%
Directory Assistance	13.04%
Business Trunk and Service Arrangements	13.04%
ISDN Services	13.04%
CENTRANET Services	13.04%
Private Line Services	13.04%
Inbound/Outbound Services	13.04%
Promotional Offerings (90 days or more)	13.04%
Promotional Offerings (less than 90 days)	Not subject to wholesale discount

Attachment 14 (Page 5)
of
AT&T/GTE Pricing Agreement

Services for disabled persons (including free directory assistance)	13.04%
In Contact Services	13.04%
Public and Semi-Public Payphone Services	13.04%
Contract Services	13.04%
Grandfathered Services	13.04%
All Other retail Telecommunications Services not excluded from resale by order of the Commission	13.04%

Attachment 14 (Page 6)
of
AT&T/QTE Pricing Agreement

(Appendix 1 - Annex 2 - Summary of Wholesale Charges)

This Annex refers to contract or retail service charges

Local Services-Residence and Business.

Line Charges: These services should include but not be limited to the exchange line charges, by rate area within the jurisdiction. The price structure should encompass flat rates, measured rate service, one and/or two-party lines and any other subcategory that pertains to that jurisdiction. Line prices that reflect usage for such services as call-packs, extended area service, community calling would be included in this category.

Usage Charges: Includes all usage not captured in the line charge, such as messages or minutes in excess of any limited calling-plan.

Features: Custom calling features and advanced custom calling features as designed to be compatible with single and multi-line residence and business customer exchange lines. Custom calling features would include month and pay per attempt charges. Associated feature discounts for quantity or other marketing bundles would also be included. (Central office features that support CENTRANET and private line services would be included with each specific service category.).

Listings: All forms of directory listings for both local and toll services. Prices for customer listing options such as bold type, dual name, business name and custom advertising for the white and yellow pages are included.

Non-recurring charges: Charges associated with the installation, addition, changing or moving of service and equipment for local service.

Attachment 14 (Page 7)
of
AT&T/GTE Pricing Agreement

Toll Services: Charges for any service that has been ordered by the Commission to be open to intraLATA presubscription whether charged on a per minute of use or other basis. This includes the non-recurring and listing charges associated with installation or record affecting work for toll service or toll usage plans and for listings, advertising and associated services in the 800 service directory.

Operator Services: Charges associated with, but not limited to, obtaining operator assistance for call placement, busy-line verification and interruption, time and weather and, if priced as such, DA call completion.

Directory Assistance Services: Charges associated with the use of directory assistance operators in obtaining local telephone numbers.

Business Trunks and Service Arrangements: Charges associated with PBX trunk arrangements for single and multi-line customers. Included are line and usage charges, features and service arrangements for direct inward (and/or outward) dialing.

ISDN Services: Charges associated with Integrated Services Digital Network Service for residence and business customers for the transmission of voice, data and packet switched signals.

CENTRANET Services: Charges associated with the provision and use of central office based private branch exchange services using equipment located on the premises owned or leased or controlled by GTE and connected by local loops to the premises of the customer or an authorized user.

Private Line Services: Charges associated with the provision and use of dedicated facilities between two or more customer locations.

Attachment 14 (Page 8)
of
AT&T/GTE Pricing Agreement

Inbound/Outbound Services: Charges associated with the provision and use of WATS 800 (inbound) and Wide Area Telephone service (outbound) and other like services.

End User Access Services: Charges associated with the provision and use of common and dedicated facilities to provide access service to end user customers.

Attachment 14 (Page 9)
of
AT&T/GTE Pricing Agreement

(Appendix 2 - Prices for Unbundled Network Elements)

Beginning with the Effective Date of this Agreement, Network Elements and Combinations will be priced in accordance with the standards and prices described in this Appendix 2.

Nonrecurring charges for Dedicated Transport, Database and Signaling Systems, and Channelization System to be provided following review of GTE cost data.

Attachment 14 (Page 10)
of
AT&T/GTE Pricing Agreement

(Appendix 2 - Annex 1)

FLORIDA

Summary of PSC Modified Monthly Recurring Costs
For GTE Florida, Inc.

	Rates
<u>Unbundled Loops</u>	
2-Wire Analog Loop	\$20.00
4-Wire Analog Loop	\$25.00
Loop Distribution	\$7.50 -interim
Loop Feeder	\$3.00 - interim
<u>NID</u>	
Basic NID	\$1.45
12xNID	\$2.10
<u>Cross Connects</u>	
DS-0	\$1.60
DS-1	\$4.00
DS-3	\$31.00

Attachment 14 (Page 11)
of
AT&T/GTE Pricing Agreement
(Appendix 2 - Annex 1)

<u>Local Switching</u>	
Per Originating MOU	\$.004
Per Terminating MOU	\$.00375
Port Charges Per Month:	
2-wire Analog Port	\$4.75
4-wire Analog Port	Cost study due
DS-1 Port	\$72.25

<u>Tandem Switching</u>	
Per MOU	\$.0009512

<u>Common Transport</u>	
Transport Termination	\$.0001
Transport Facility / per mile	\$.0000017

<u>Dedicated Transport</u>	
Entrance Facility:	
2-wire voice	\$29.00
4-wire voice	\$35.00
DS-1 system - first	\$135.00
DS-1 system- add'l	\$125.00
DS-3 protected	\$960.00
Voice facility	\$2.60
DS-1 facility per mile	\$0.50
DS-1 per termination	\$30.00

Attachment 14 (Page 12)
of
AT&T/GTE Pricing Agreement

(Appendix 2 - Annex 1)

DS-3 facility per mile	\$13.00
DS-3 per termination	\$285.00

Channelization System

DS3 to DS1 multiplexing	\$205.00
DS1 to DS0 multiplexing	\$205.00

Database and Signaling Systems

Signaling Links and STP	
56 Kbps Links	\$80.00
DS-1 Link	\$125.00
Signal Transport Point (STP)	
Port Termination	\$350.00

Call Related Databases

Line Information Database	
ABS	\$.04

Toll Free Calling Databases	
DB800 Queries	\$.011

Operations Support Systems	Cost study due
----------------------------	----------------

Operator Services

Operator Systems	Cost study due
------------------	----------------

Attachment 14 (Page 13)
of
AT&T/GTE Pricing Agreement

(Appendix 2 - Annex 1)

Directory Assistance

Cost study due

Summary of PSC Modified Monthly Non-Recurring Costs
For GTE Florida, Inc.

	Non-Recurring Charge
<u>Unbundled Element</u>	
Loop or Port Service Ordering	
Initial Service Order	\$47.25
Transfer of Service	\$16.00
Subsequent Service Order	\$24.00
Customer Service Record Research	\$ 5.25
Installation:	
Unbundled loop, per loop	\$10.50
Unbundled port, per port	\$10.50
Loop Facility Charge	\$62.50

Attachment 14 (Page 14)
of
AT&T/GTE Pricing Agreement

(Appendix 4 - Reciprocal Compensation)

5. Scope.

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

6. Interconnecting Local Traffic.

On each three (3) month anniversary of the Interconnection Activation Date in a Market Area, the Parties will review the minutes of usage for interconnect traffic for the prior quarter. If the minutes of usage imbalance for interconnect traffic for that period is less than ten (10%) percent, neither Party shall charge the other for services provided under this Appendix. If an imbalance is greater than ten (10%) percent, then the appropriate party may bill the other using the rates discussed in this Appendix. In the event of a disagreement regarding reciprocal compensation billing, either Party may invoke the dispute resolution procedures of Attachment 1.

7. Transiting Traffic.

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

Attachment 14 (Page 15)
of
AT&T/GTE Pricing Agreement

(Appendix 4 - Annex 1 - Prices for Reciprocal Compensation)

Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory Commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Annex will continue to remain in effect.

Dedicated transport - See Appendix 2 - Annex 1 to this Attachment 14

Common transport - See Appendix 2 - Annex 1 to this Attachment 14

End Office Switching - \$0.0025 per minute

Attachment 14 (Page 16)
of
AT&T/GTE Pricing Agreement

Tandem Switching - \$.00125 per minute
Transiting Service Charge - \$.00125 per minute

Attachment 14 (Page 17)
of
AT&T/GTE Pricing Agreement

(Appendix 6 - Prices for Trunking Interconnection)

Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

Dedicated Transport Rates

AT&T Dedicated Transport

See Appendix 2 - Annex 1 to this
Attachment

GTE Dedicated Transport -

See Appendix 2 - Annex 1 to this
Attachment

Nonrecurring charges to be provided following review of GTE cost data.

Attachment 14 (Page 18)
of
AT&T/GTE Pricing Agreement

(Appendix 7 - Prices for E911/911 Services)

[To be provided following review of GTE cost data]