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August 23, 1996

Via Federal Express

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

960999-TP

Re: WinStar Wireless of Florida, Inc. Petition for Arbitration Pursuant to 47 USC Section 252(b) of Interconnection Rates, Terms, and Conditions with GTE Florida Incorporated

Dear Mrs. Bayo:

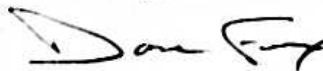
Enclosed for filing please find an original and 15 copies of WinStar Wireless of Florida, Inc.'s Petition for Arbitration pursuant to 47 USC Section 252(b) of interconnection rates, terms, and conditions with GTE Florida Incorporated and related exhibits. Please date stamp the extra copy of the Petition and return the same in the enclosed self-addressed, stamped envelope.

Also enclosed is a computer disk formatted in WordPerfect 6.1 for Windows containing the enclosed documents.

If there are any questions concerning this matter, please contact us.

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Encls
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Sincerely,



Dana Frix
Kathy L. Cooper
Attorneys for
WinStar Wireless of Florida, Inc.

Enclosures

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In the matter of)
)
WINSTAR WIRELESS OF FLORIDA, INC.)
)
Petition for Arbitration Pursuant to)
47 U.S.C. § 252(b) of Interconnection Rates,)
Terms, and Conditions with)
)
GTE FLORIDA INCORPORATED)

Docket No. 960979-TP

**PETITION OF WINSTAR WIRELESS OF FLORIDA, INC.
FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS**

**Dana Frix
Kathy L. Cooper**

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Counsel for WinStar Wireless of Florida, Inc.

Dated: August 23, 1996

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In the matter of)
)
WINSTAR WIRELESS OF FLORIDA, INC.)
)
Petition for Arbitration Pursuant to)
47 U.S.C. § 252(b) of Interconnection Rates,)
Terms, and Conditions with)
)
GTE FLORIDA INCORPORATED)

Docket No. 960379-TP

**PETITION OF WINSTAR WIRELESS OF FLORIDA, INC.
FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS**

WinStar Wireless of Florida, Inc. ("WinStar"), by its undersigned attorneys, hereby petitions the Florida Public Service Commission (the "Commission") for arbitration of rates, terms and conditions for interconnection and related arrangements, pursuant to § 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L.No. 104-104 § 101(a), 110 Stat. 70, *to be codified at* 47 U.S.C. § 252(b).¹ In support of its Petition, WinStar states as follows:

INTRODUCTION

1. WinStar Wireless of Florida, Inc. ("WinStar") is a corporation formed under the laws of the State of Delaware for the purpose of developing and operating telecommunications networks in major metropolitan areas throughout the United States. WinStar is a wholly-owned subsidiary of WinStar Wireless Fiber Corp., which in turn is a wholly-owned

¹ The Communications Act of 1934, as amended by the Telecommunications Act of 1996, is hereinafter cited as the "1996 Act."

subsidiary of WinStar Communications, Inc. ("WCI"), a publicly-traded company whose stock is traded over the NASDAQ market system. WCI, through its affiliates, including WinStar, specializes in the development and provision of telecommunications services throughout the United States.

2. WinStar was granted a certificate of public convenience and necessity in the State of Florida as an alternative access vendor by the Commission in Docket No. 950241-TA, Order No. PSC-95-0586-FOF-TA (issued May 11, 1995; effective June 2, 1995).

3. Pursuant to the Commission's rules, by correspondence dated August 22, 1995, WinStar advised the Commission of WinStar's intentions to provide alternative local exchange telecommunication services in Florida.

4. GTE Florida Incorporated ("GTE") is a local exchange telecommunications company within the State of Florida. GTE is a corporation with its principal place of business at One Tampa City Center, 201 North Franklin Street, Tampa, Florida 33602. GTE provides and at all material times has provided intrastate local exchange and exchange access services in Florida subject to the regulatory authority of this Commission.

5. For purposes of §§ 251 and 252 of the 1996 Act, GTE is and has been at all material times an "incumbent local exchange carrier" in the State of Florida as defined by § 251(h) of the 1996 Act.

6. Under § 364.162, Florida Statutes, WinStar initiated negotiations with GTE regarding acceptable interconnection rates, terms and conditions. Those negotiations failed to yield a binding interconnection agreement on all issues. Thus, GTE has not entered into an

agreement with WinStar covering the terms and conditions of interconnection and unbundling under the 1996 Act.

7. On March 15, 1996, WinStar delivered to GTE by overnight delivery a written request for interconnection, services, and network elements pursuant to § 251 of the 1996 Act (the "Interconnection Request Letter"). GTE received the Interconnection Request Letter on March 18, 1996. A true and correct copy of WinStar's Interconnection Request Letter is attached as Exhibit A.

8. WinStar, as the requesting telecommunications carrier, has negotiated in good faith in accordance with § 251(c)(1) of the 1996 Act to attempt to establish terms and conditions for a binding agreement with GTE for interconnection, services, and network elements.

9. The parties have been unable to reach a binding agreement on all issues through negotiations under Sec. 252(a)(1) of the 1996 Act. However, the parties have reached a partial agreement on some issues, as stated below.

10. The ability of the parties to reach a final resolution on the issues has been impeded by GTE's failure to provide WinStar with revised versions of the draft interconnection agreement on a timely basis and by GTE's last minute substantive changes to the agreement despite the nearly four months GTE had to make such changes. See *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, FCC Docket No. 96-98, First Report and Order at ¶ 154 (rel. Aug. 8, 1996) ("*Interconnection Order*"), in which the Federal Communications Commission prohibits the use of delaying tactics in negotiating interconnection agreements.

11. Pursuant to WinStar's request for interconnection received by GTE on March 18, 1996, WinStar and GTE met on April 26, 1996 to negotiate an interconnection agreement. Using the February 19, 1996 MFS/GTE Partial Florida Co-Carrier Agreement ("MFS/GTE agreement" attached hereto as Exhibit B), as a baseline agreement, WinStar and GTE came to verbal agreement and understanding on most of the issues. GTE agreed to prepare a draft agreement and forward it to WinStar shortly after the April 26, 1996 meeting. In actuality, despite repeated inquiries by WinStar, GTE did not forward a copy of a draft agreement until July 30, 1996 (which was received by WinStar on July 31, 1996). In the first two weeks of August 1996, the parties continued to negotiate. Because an existing agreement was being used as a baseline, WinStar characterizes the negotiations as relatively benign. Minor revisions to the draft agreement were made as a result of memoranda exchanged between the parties in the first two weeks of August.

On August 13, 1996, WinStar provided GTE with WinStar's final, and relatively minor, suggested revisions to the agreement. WinStar did not receive GTE's revised version of the draft agreement until the morning of August 21, 1996, two business days before WinStar's 160-day cut-off deadline for submitting its request for arbitration as required under Section 252(b) of the 1996 Act. Based on this draft, during the morning of August 21 GTE and WinStar discussed (and agreed to) a number of revisions.

On the afternoon of August 21, GTE faxed a revised draft agreement which purported to incorporate the revisions discussed by GTE and WinStar, but to also make additional revisions. In fact, the revised version of the draft agreement sent by GTE on the afternoon of August 21, 1996, contained extraordinary and substantive changes on topics and issues which had never been

discussed by GTE and WinStar, much less mutually agreed to. Egregiously, GTE submitted its significant revisions without the benefit of redline (or any marginalia) describing the manner in which GTE had unilaterally revised the agreement. Such actions on the part of GTE caused further undue delay in the negotiating process and clearly do not constitute good faith negotiation. Significantly, WinStar has been willing to accommodate GTE on a whole series of critical compensation issues such as prices for unbundled loops and ports, reciprocal compensation and prices for interim number portability, so that in turn GTE would accommodate WinStar on several issues, such as most favored nation protection and the assurance of nondiscriminatory treatment, which are critical to WinStar given its 38 GHz technology and corporate size. As of the date of this Petition, GTE has not accepted WinStar's final offer with respect to the remaining unresolved issues. See WinStar's August 22, 1996 memorandum to GTE entitled, "WinStar Interconnection -- Conference Call of 8/22 4 P.M.," attached as Exhibit C (referencing WinStar's August 22, 1996 memorandum to GTE entitled, "WinStar/GTE-Florida Interconnection Negotiations," attached as Exhibit D).

12. Under § 252(b)(1) of the 1996 Act, Congress created a specific arbitration process for incumbent LECs and requesting telecommunication carriers to arrive at an interconnection agreement through "compulsory arbitration" by "petition [to] a State commission to arbitrate any open issues" unresolved by negotiation under § 252(a). The provision states that either party to the interconnection negotiation may petition the State commission for arbitration "[d]uring the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section" § 252(b)(1). This petition is being timely filed with the Commission.

13. While the parties have been able to resolve certain issues, certain other material issues remain unresolved, necessitating arbitration of those unresolved issues before the Commission as prescribed by § 252(b) of the 1996 Act.

14. In accordance with the requirements of § 252(b)(2), WinStar, the petitioner, states below (1) those issues that remain unresolved between the parties; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties. WinStar reserves its right to arbitrate any issues GTE may assert are unresolved.

I. **Unresolved Issues**

WinStar requests that the Commission arbitrate the issues discussed below which are disputed. WinStar's positions are stated in detail in (1) the draft agreement between GTE and WinStar as of the close of business on August 21, 1996 (the "Draft Interconnection Agreement"), attached as Exhibit E; and (2) the Direct Testimony of Robert G. Berger, Vice President of Regulatory and Legal Affairs for WinStar, attached as Exhibit F. This Petition contains a summary of the issues and the elements of WinStar's position with respect to these issues; however, in the event of any ambiguity or conflict, the Interconnection Agreement and Testimony will govern.

A. **Most Favored Nation Clauses**

1. **Nature of Dispute:** The parties disagree on whether to include most favored nation clauses in the agreement.

2. **WinStar Position:** WinStar proposes to insert most favored nation provisions in the agreement.

3. **GTE Position:** GTE refuses to include most favored nation clauses in the agreement.

B. Inclusion of "or LEC" Language

1. **Nature of Dispute:** The parties disagree on whether "or LEC" provisions should be included in certain most favored nation clauses of the agreement.

2. **WinStar Position:** WinStar proposes that the "or LEC" language be included in certain provisions of the agreement to ensure that WinStar will receive nondiscriminatory treatment should another CLEC "or LEC" obtain interconnection on terms more favorable than GTE has extended to WinStar.

3. **GTE Position:** GTE refuses to include the "or LEC" language in the agreement. In addition to its argument (noted above) that it is not required to extend most favored nation treatment to WinStar (on any issue), GTE appears to claim that even if it so obligated by nondiscrimination requirements, the Communications Act of 1934 and/or the *Interconnection Order*, such most favored nation provisions would not apply if GTE were to enter into an interconnection agreement with either a neighboring LEC or another incumbent LEC (in the event another incumbent LEC determined to enter GTE's service area in order to provide competitive local exchange service).

C. Directory Assistance Services

1. **Nature of Dispute:** The parties disagree on whether GTE should include in an interconnection agreement its agreement to provide to WinStar certain directory assistance services *when they become available*.

2. **WinStar Position:** WinStar proposes that the language in the February 19, 1996 MFS/GTE agreement in which GTE agrees to provide MFS with directory assistance services that are comparable to GTE's own directory assistance service when they become available, be included in the WinStar/GTE agreement.

3. **GTE Position:** GTE refuses to include such language in the agreement.

II. **Other Issues Discussed and Resolved by the Parties**

WinStar reached agreement with GTE on a number of issues, including those described below, as well as the issues set forth in the August 22, 1996 memoranda from WinStar to GTE (*e.g.*, access to roofs and risers and compensation for third party wireless service provider traffic) attached as Exhibits C and D. The resolved issues listed below are more fully described in the Draft Interconnection Agreement, attached as Exhibit E. Section references below are to the Draft Interconnection Agreement. If GTE contests any of the following issues, WinStar reserves the right to seek Commission arbitration of those issues.

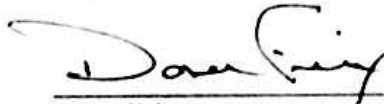
- A. **Network Interconnection Architecture.** See § III. This section discusses how the parties will interconnect their networks in order to effect the co-carrier arrangements identified in §§ V, VI, VII and IX of the Draft Interconnection Agreement.
- B. **Number Resource Arrangements.** See § IV. This section discusses WinStar's ability to request NANP number resources including NXX codes and the corresponding designation of Rate Center areas, Rate Center Points and Rating Points, and related responsibilities between the parties.
- C. **Meet-Point Billing Arrangements.** See § V. This section provides WinStar with the ability to establish meet-point billing arrangements with GTE in order to provide Switched Access Services to third parties via a GTE access tandem switch and describes how this arrangement will be implemented in addition to providing for compensation and billing arrangements between the parties.

- D. Reciprocal Traffic Exchange Arrangements. See § VI. This section discusses how the parties will reciprocally trunk POTS calls originating on each other's networks.
- E. Shared Network Platform Arrangements. See § VII. This section discusses the following: (a) interconnection of WinStar's trunk groups to the GTE 911/E911 selective routers/911 tandems which serve the areas in which WinStar provides exchange services, (b) exchange of 800 traffic, (c) information services billing and collection, (d) directory listings and directory distribution, (e) directory assistance, (f) yellow page maintenance, (g) transfer of service arrangements, (h) coordinated repair calls, (i) busy line verification and interrupt, (j) information pages, and (k) monthly updates to the Operator Reference Database (ORB).
- F. Unbundled Exchange Service Arrangements. See § VIII. This section provides for the unbundling of GTE's Exchange Services into three separate packages: (1) link element; (2) port element; and (3) cross-connect element, and describes the terms by which WinStar will be able to lease or interconnect to any of the unbundled elements.
- G. Local Telephone Portability Arrangements. See § IX. This section establishes the terms of a reciprocal Interim Number Portability (INP) process between the parties.
- H. Other Provisions. The parties further agreed to provisions regarding responsibilities of the parties, term, installation, network maintenance and management, option to elect other terms, cancellation, conversion, non-recurring or rollover charges, and other provisions. See §§ X - XVII.

RELIEF REQUESTED

1. WinStar requests that the Commission arbitrate the unresolved interconnection issues between WinStar and GTE.
2. WinStar expressly reserves the right to offer such other evidence in this proceeding as it deems necessary to support its position.
3. WinStar requests that the Commission compel GTE pursuant to § 252(b)(4)(B) of the 1996 Act to provide to WinStar any and all relevant information regarding the unresolved interconnection issues.

Respectfully submitted,



Dana Frix
Kathy L. Cooper

SWIDLER & BERLIN, Chartered
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(202) 424-7500 (Tel.)
(202) 424-7645 (Fax.)

Counsel for WinStar Wireless of Florida, Inc.

Dated: August 23, 1996

LIST OF EXHIBITS

- | | |
|------------------|--|
| Exhibit A | WinStar Interconnection Request Letter |
| Exhibit B | MFS/GTE February 19, 1996 Co-Carrier Agreement |
| Exhibit C | August 22, 1996 Memorandum Re: WinStar Interconnection
- Conference Call of 8/22 4 P.M. |
| Exhibit D | August 22, 1996 Memorandum Re: WinStar/GTE-Florida
Interconnection Negotiations |
| Exhibit E | Draft Interconnection Agreement |
| Exhibit F | Testimony of Robert G. Berger |

EXHIBIT A

WinStar Interconnection Request Letter

March 15, 1996

0303727354

VIA OVERNIGHT MAIL

P.A. Daks, President
GTE Florida
One Tampa City Center
Tampa, Florida 33602

Re: *Request that GTE Florida Engage in Interconnection Negotiations
With WinStar Wireless of Florida, Inc. Pursuant to Section
251(c)(1) of the Telecommunications Act of 1996*

Dear Mr. Daks:

The Telecommunications Act of 1996 became law on February 8, 1996, substantially amending the Communications Act of 1934. This letter is to inform you that WinStar Wireless of Florida, Inc. ("WinStar") hereby invokes its right to formally commence good faith negotiations with GTE Florida ("GTE") to fulfill the interconnection duties described in paragraphs (1) through (5) of new Section 251(b) and paragraphs (2) through (6) of new Section 251(c) of the Communications Act.

In order to move the negotiating process along, given that the new Section 252(b) allots only 135 days for voluntary negotiations, WinStar requests that GTE respond to this letter in writing as expeditiously as possible. At that point, we would like to arrange a preliminary agenda and schedule to fulfill both parties' statutory obligations to negotiate in good faith under new Section 251(c)(1).

In order to facilitate future discussions between WinStar and GTE, we request that, at a minimum, topics of negotiation include:

1. Interconnection Arrangements (New Sections 251(c)(2), 271(c)(2)(B)(i), (x), 251(c)(6))

WinStar and GTE should arrive at efficient and mutually agreeable interconnection arrangements that include non-discriminatory, real-time access to databases, at cost-based rates pursuant to new Section 252(d)(1), and associated signaling necessary for call routing and completion.

To the extent WinStar may so require, GTE should also provide WinStar with physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier to the extent that space is available at such locations.

2. Meet-Point Billing Arrangements (New Sections 251(c)(2)(D) and 271(c)(2)(B)(i))

WinStar would like to establish meet-point billing arrangements with GTE, so that it may timely offer a common transport option to parties purchasing originating and terminating switched access services from WinStar's end office switches used to provide local exchange services.

3. Reciprocal Compensation (New Sections 251(b)(5) and 271(c)(2)(B)(xiii))

WinStar and GTE should base compensation for traffic exchanged between their networks so as to afford the mutual recovery of costs, as contemplated by new Section 252(d)(2)(B)(i) of the Communications Act.

GTE should also route traffic to and from WinStar through its tandem network, at cost-based rates, in order to facilitate efficient interconnection among all service providers.

4. Access to Ancillary Platforms (New Sections 271(c)(2)(B)(vii)-(viii))

WinStar seeks access to all ancillary platform arrangements, such as: 911/E911, Directory Assistance, Directory Listings and Directory Distribution, Transfer of Service Announcement, Coordinated Repair Calls, and Busy Line Verification and Interrupt. GTE should provide access to these platforms on non-discriminatory and cost-based terms pursuant to the pricing standards established in new Section 252(d)(1).

5. Unbundled Ports (New Sections 251(c)(2)(3) and 271(c)(2)(B)(ii),(vi))

GTE should supply unbundled ports to WinStar at cost-based rates, as required by new Section 252(d)(1). Ports should be priced at a fixed, monthly recurring, per-port rate that is imputable into standard bundled local exchange access line rates.

P.A. Daks, President

March 15, 1996

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6. Number Portability (New Sections 251(b)(2) and 271(c)(2)(B)(xi))

Until permanent number portability arrangements are available under new Section 251(b)(2), WinStar and GTE should provide interim number portability to each other in the form of remote call forwarding ("RCF"). On all calls utilizing RCF, the final, terminating carrier should be compensated by the carrier providing the RCF arrangement, as if the call had been directly-dialed to the telephone number to which the call had been forwarded. Costs to implement permanent number portability should be spread among all telecommunications carriers on a competitively neutral basis, pursuant to new Section 251(c)(2).

7. Access to Rights-of-Way (New Sections 251(b)(4) and 271(c)(2)(B)(iii))

GTE should afford WinStar access to its rooftops, towers, poles, ducts, conduits, and rights-of-way as needed by WinStar to provide local exchange services.

8. Resale of Local Services (New Sections 251(c)(4) and 271(c)(2)(B)(xiv))

GTE should offer to WinStar for resale, at wholesale rates as defined in new Section 252(d)(3), any telecommunications services currently provided at retail to subscribers who are not telecommunications carriers.

9. Numbering Administration (New Sections 251(b)(3) and 271(c)(2)(B)(ix))

Until the FCC has put into place the appropriate numbering administration entity pursuant to new Section 251(e), GTE should provide non-discriminatory access to telephone numbers for assignment to WinStar's customers.

The possible topics of negotiations listed above are intended only to aid the commencement of interconnection negotiations. WinStar reserves the right to suggest additional or modified arrangements as negotiations proceed. WinStar hopes that a legally sufficient and mutually satisfactory agreement will be reached voluntarily between the parties. Should such an agreement prove unachievable, however, WinStar reminds GTE that, within 135 days from the date of this letter, either party may request that the Florida Public Service Commission arbitrate any unresolved issues, as it is obligated to do by new Section 252(b).

We thank you in advance for your prompt attention to this matter and look forward to receiving your response, so that we can set about the task of negotiating an

P.A. Daks, President
March 15, 1996
Page 4

interconnection agreement according to the terms of the Telecommunications Act of 1996.
Should you have any questions regarding our request, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Robert Berger". The signature is written in a cursive style with a large, prominent "R" at the beginning.

Robert G. Berger
Attorney for WinStar Wireless of Florida, Inc.

cc: David Ackerman
Steven Dodd
Timothy Graham
Thanos Voreas

EXHIBIT B

MFS/GTE February 19, 1996 Co-Carrier Agreement

**MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT**

EXHIBIT TTD-9

Pursuant to this agreement, Metropolitan Fiber Systems of Florida, Inc. ("MFS") and GTE Florida Incorporated ("GTE") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Florida, as described and according to the terms, conditions and pricing specified hereunder. The Parties enter into this agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum.

I. RECITALS & PRINCIPLES

WHEREAS, universal connectivity between common carriers is the defining characteristic of the public switched telecommunications network in which all common carriers participate; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, in the service of maximum inter-operability, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, GTE Florida Incorporated is a local exchange telecommunications company (LEC) as defined by Section 364.02(6) of the Florida Statutes. Metropolitan Fiber Systems of Florida, Inc. (MFS) is an alternative local exchange telecommunications company (ALEC) as defined by Section 364.02(1); and

WHEREAS, Section 364.16, Florida Statutes, requires, among other things, GTE Florida to provide access to, and interconnection with, its telecommunications facilities to any other provider of local telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes; and

WHEREAS, Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling databases, systems and routing process, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost; and

WHEREAS, Sections 364.16 and 364.161 also requires LECs and ALECs to attempt to negotiate satisfactory rates, terms and conditions for interconnection and unbundling. If such negotiations fail, either party has the right to file a petition with

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**MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT**

the Florida Public Service Commission to establish such rates, terms and conditions; and

WHEREAS, on January 24, 1996, MFS filed petitions before the Commission in Docket Nos. 950984 and 950985 asking the Commission to establish rates, terms and conditions for interconnection and the provision of GTE Florida unbundled services and features to MFS; and

WHEREAS, GTE Florida and MFS, in an effort to avoid the uncertainties and expense of litigation before the Commission and appeals before the courts, desire to enter the following agreement which will serve as a partial settlement of Docket Nos. 950984 and 950985 noted above; and

WHEREAS, GTE Florida and MFS acknowledge and understand that this Agreement is entered into to resolve issues and matters which are unique to the State of Florida and is a result of compromise and negotiation. The parties further acknowledge that none of the provisions set forth herein shall be proffered by either GTE Florida or MFS or any of their affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position or for any other purpose.

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, MFS and GTE hereby covenant and agree as follows:

II. DEFINITIONS

- A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- B. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

"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).

NFS/GTE

PARTIAL FLORIDA CO-CARRIER AGREEMENT

- C. "CLASS Features" (also called "Vertical Features") include: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding Call Forwarding Don't Answer; Call Waiting; Call Number Delivery Blocking Per Line; Call Traces; 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.
- D. "Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a wire center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that wire center by or on the behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.
- E. "Commission" means the Florida Public Service Commission (PSC).
- F. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network that carries the actual call.
- G. "DID" means direct inward dialing.
- H. "DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).
- I. "DS-3" is a digital signal rate of 44.736 Mbps.
- J. "DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
- K. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.
- L. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.

MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT

- M.** "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, and which enable such end users to place or receive calls to all other stations on the public switched telecommunications network.
- N.** "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to co-location arrangements and mid-fiber meet arrangements.
- O.** "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.
- P.** "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- Q.** "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B + D).
- R.** "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a 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 station set.
- S.** "Link Element" or "Link" is a component of an Exchange Service; for purposes of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in an GTE end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, links were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a link may be

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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 customer premise via a copper or coax drop facility, etc. Links fall into the following categories:

"2-wire analog voice grade links" 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 link is commonly used for local dial tone service.

"2-wire ISDN digital grade links" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B + D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DSO channels.

T. "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.

U. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's Chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen local exchange carrier.

V. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.

W. "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.

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- X. "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.
- Y. "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-002843, establish methods for processing orders for access service which is to be provided by two or more LECs.
- Z. "Mid-Fiber Meet" is an interconnection architecture method whereby two carriers meet at a fiber splice in a junction box.
- AA. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.
- BB. "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 North American Numbering Plan ("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.
- CC. "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 North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station

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numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.

DD. "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.

EE. "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.

FF. "Plain Old Telephone Service Traffic" or "POTS traffic." The parties agree that this includes local traffic as defined in GTE's tariff and disagree as to whether this includes non-local intraLATA toll traffic exchanged between the parties respective exchange customers.

GG. "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on an GTE end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include:

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

"2-wire ISDN digital line port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

"2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

"4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

"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.

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- HH.** "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- II.** "Rating Point", sometimes also referred to as "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.
- JJ.** "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.
- KK.** "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.
- LL.** "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.
- MM.** "Synchronous Optical Network" or "SONET" means synchronous electrical (STS) or optical (OC) channel connections between LECs.
- NN.** "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from

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Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

OO. "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 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 can not be used for the direct connection of ordinary telephone station sets.

PP. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

III. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall interconnect their networks as necessary to effect the Co-Carrier Arrangements identified in Parts V., VI., VII., and IX., as defined below:

A. In each LATA identified below, the correspondingly identified wire center shall serve as the initial Designated Network Interconnection Point ("D-NIP") at which point MFS and GTE will interconnect their respective networks for inter-operability within that LATA.

<u>LATA</u>	<u>D-NIP</u>
Tampa	Tampa Main SWC (GTE) <i>or</i> (MFS connects to GTE)
Tampa	<i>Respectively</i> Tampa Downtown Node (MFS) (GTE connects to MFS)

B. Initially, MFS agrees to connect to GTE at GTE's Tampa Main Serving Wire Center (610 Morgan) and GTE agrees to reciprocally connect to MFS at MFS' Tampa downtown Node facility (Barnett Bank Building). Where MFS and GTE interconnect at a D-NIP, the parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:

1. a mid-fiber meet at the D-NIP or in a manhole or other appropriate junction point near to or just outside the D-NIP;

Amended

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2. a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS and GTE maintain such facilities at the D-NIP;
3. a co-location facility maintained by MFS, or by a 3rd-party with whom MFS has contracted for such purposes, at an GTE wire center, where such wire center has been designated as the D-NIP;
or
4. a co-location facility maintained by GTE, or by a 3rd-party with whom GTE has contracted for such purposes, at an MFS wire center, where such wire center has been designated as the D-NIP.

C. In extending network interconnection facilities to the D-NIP, MFS shall have the right to extend its own facilities or to lease dark fiber facilities (if available) or digital transport facilities from GTE or from any 3rd-party, subject to the following terms:

- Proposed MFS*
1. Such leased facilities shall extend from any point designated by MFS on its own network (including a co-location facility maintained by MFS at an GTE wire center) to the D-NIP or associated manhole or other appropriate junction point.
 2. Where MFS leases such facilities from GTE, MFS shall have the right to lease under non-discriminatory tariff or contract terms from GTE.

D. Upon reasonable notice and if agreed to by GTE, MFS and GTE may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.

IV. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this agreement shall be construed to in any manner limit or otherwise adversely impact any MFS' 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 Guidelines¹.
- B. As contemplated by the Central Office Code Assignment Guidelines, MFS will designate within the geographic NPA with which each of its assigned

¹ Last published by the Industry Numbering Committee ("INC") as INC 95-0407-006, Revision 4/7/95, formerly ICCF 93-0729-010.

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NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.

C. MFS will also designate a Rating Point for each assigned NXX code. MFS may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, MFS may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MFS within the same LATA.

D. Until such time MFS receives specific permission from the Commission to vary its rate centers from GTE's rate centers, MFS will agree to deploy a minimum of one NXX per established GTE rate center area.

E. To the extent GTE serves as Central Office Code Administrator for a given region, GTE will support all MFS requests related to central office (NXX) code administration and assignments in an effective and timely manner.

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

G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to 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.

V. MEET-POINT BILLING ARRANGEMENTS

A. **Description** *with*
1. MFS may establish meet-point billing arrangements with GTE in order to provide Switched Access Services to third parties via an GTE access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as *with M-F Party* modified herein.

2. Except in instances of capacity limitations, GTE shall permit and enable MFS to sub-tend the GTE access tandem switch(es) nearest

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to the MFS 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 switch, MFS shall be allowed to sub-tend the next-nearest GTE access tandem switch in which sufficient capacity is available.

3. Interconnection for the meet-point arrangement shall occur at the GTE Tampa Main Serving Wire Center (SWC) D-NIP.
4. Common channel signalling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the GTE access tandem switch.
5. MFS and GTE will use their best reasonable 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 meet-point billing arrangement, including meet-point billing percentages.
6. As detailed in the MECAB document, MFS 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 MFS 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.
7. MFS and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other, at no charge, the Usage Data, etc.

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B. Compensation

1. Initially, billing to 3rd-parties² for the Switched Access Services jointly provided by MFS and GTE via the meet-point billing arrangement shall be according to the multiple-bill/multiple-tariff method.
2. Subsequently for billing to 3rd-parties for the Switched Access Services jointly provided by MFS and GTE via the meet-point arrangement, MFS and GTE may mutually agree to implement one

²

Including any future GTE separate interexchange subsidiaries.

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of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should MFS prefer to change among these billing methods, MFS shall notify GTE of such a request in writing, 90-days in advance of the date on which such change shall be implemented.

*See p 13 of 15
MFS
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- 3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in MFS's and GTE's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing factors specified for each meet-point arrangement either in those tariffs or in the NECA No. 4 tariff.
- 4. MFS shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge revenues³ to which GTE is entitled pursuant to the above-referenced tariff provisions.
- 5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

A. Description

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

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3rd party
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- 1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs:
 - a. GTE shall make available to MFS, at the GTE Tampa Main SWC, trunks over which MFS shall terminate to end users of GTE-provided Exchange Services, POTS traffic originated from end users of MFS-provided Exchange Services.

³ For purpose of clarification, this does not include the interconnection charge, which is to be remitted to the end office provider, which in this case would be MFS.

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b. MFS shall make available to GTE, at the MFS Tampa downtown Node, trunks over which GTE shall terminate to end users of MFS-provided Exchange Services, POTS traffic originated from end users of GTE-provided Exchange Service.

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c. MFS and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. MFS and GTE agree to work cooperatively to agree on network trunking within 60 days upon execution of this agreement.

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d. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the parties will provide each other appropriate percentages for the traffic carried over the trunk groups.

2. 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.

3. MFS and GTE agree to use their best collective 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.

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4. The Parties will provide Common Channel Signalling (CCS) to one another, where and as available, in conjunction with all traffic exchange trunk groups. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signalling parameters will be provided including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Network signalling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency

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(MF), wink start, E&M channel-associated signalling with ANI will be forwarded.

- 5. The Parties shall establish company-wide CCS interconnections STP-to-STP. Such STP links shall be reciprocally provided.

B. Compensation

MFS and GTE do not agree as to the compensation arrangements for the exchange of POTS (local/traditional toll) traffic. The parties agree that the rates for reciprocal compensation will be in accordance with any future Commission decision or mutual agreement of the parties.

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P. Chen*

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3rd party
V. Wood*

VII. SHARED NETWORK PLATFORM ARRANGEMENTS

A. 9-1-1/E9-1-1

1. Description

MFS will interconnect trunk groups to the GTE 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points. GTE will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.

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b. GTE and MFS will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to MFS end users. GTE will work cooperatively with MFS to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, GTE shall work with the county to provide MFS the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/9-1-1 tandem to which MFS is interconnected.

c. GTE will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 9-1-1/E-9-1-1 platforms.

2. Compensation

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For the provision of 911/E911 services between MFS and GTE, the parties will work cooperatively to address, any/all compensation issues within 60 days upon execution of this agreement. To the extent the parties are unable to agree within 60 days, either party may petition the Commission to seek resolution. MFS will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

The Meet-point Billing terms and conditions contained in section V of this agreement apply for the exchange of 800 traffic.

2. Compensation

Applicable Switched Access Meet-point billing rates shall apply for all 800 calls per the terms and conditions contained in section V of this agreement.

C. Information Services Billing and Collection

Description

Pr. P. L. K. (1)

MFS and GTE shall work cooperatively to reach agreement on all information services (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues. The subsequent information services agreement shall enable MFS and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each others end users (including Information Providers), and reasonably compensate MFS and GTE.

D. Directory Listings and Directory Distribution

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MFS and GTE agree that an additional agreement will be required to effectuate the terms of this section and will work cooperatively to execute the additional agreement within 60 days upon the execution of this agreement.

1. Description

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The directory listings and distribution terms and rate specified in this section shall apply to listings of MFS customer numbers falling within NXX codes directly assigned to MFS, and to listings of MFS customer telephone numbers which are retained by MFS pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement with GTE's Directory Publishing company.

GTE will include MFS's customers' telephone numbers in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which MFS provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.

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- b. MFS will provide GTE with its directory listings and daily updates to those listings in an industry-accepted format; GTE will provide MFS a magnetic tape or computer disk containing the proper format.
- c. MFS and GTE will accord MFS' directory listing information the same level of confidentiality which GTE accords its own directory listing information, and GTE shall ensure that access to MFS's customer proprietary confidential directory information will be limited solely to those GTE employees who are directly involved in the preparation of listings.

2. Compensation

- a. GTE and MFS will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MFS customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell MFS' listings to any third parties without MFS' prior written approval.
- b. GTE shall provide directory distribution, directory database maintenance, and directory listings for MFS and its customers under the same terms that GTE provides these same services for its end users. In-area directory delivery, database maintenance, and basic "White" and "yellow" page

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See p. 21(5)*

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listings will be at no fee. Out-of-area directory delivery and enhanced listings, i.e. bolding, indention, second listings, etc., will be per GTE's currently tariffed or non-discriminately available contract rates.

E. Directory Assistance (DA)

1. Description

At MFS' request, GTE will:

- a. provide to MFS unbranded directory assistance service MFS which is comparable in every way to the directory assistance service GTE makes available to its own end users;
- b. provide to MFS directory assistance service under MFS's brand which is comparable in every way to the directory assistance service GTE makes available to its own end users;

2. When available, at MFS' request, GTE will:

- a. provide to MFS operators or to an MFS-designated operator bureau on-line access to GTE's directory assistance database, where such access is identical to the type of access GTE's own directory assistance operators utilize in order to provide directory assistance services to GTE end users;
- b. allow MFS or an MFS-designated operator bureau to license GTE's directory assistance database for use in providing competitive directory assistance services; and/or
- c. in conjunction with VII.E.1.a. or VII.E.1.b., above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service GTE makes available to its own end users. When this functionality is available, GTE will route the calls back to MFS for MFS to complete the customer call.

3. Compensation

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GTE will charge MFS its wholesale IXC/LEC rates for the following functionality:

- a. \$0.25 per unbranded directory assistance intrastate call.
- b. \$0.25 per branded directory assistance intrastate call.
- DK* c. \$0.28 per unbranded directory assistance interstate call.
- d. \$0.28 per branded directory assistance interstate call.

When available:

- MFS?* e. \$0.0_ per use of caller-optional directory assistance call completion. (Future)
- f. \$0.0_ per directory assistance database query. (Future)
- g. \$___ for licensing of each directory assistance database. (Future)

F. Yellow Page Maintenance

Sam GTE will work cooperatively with MFS to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS (including customers utilizing MFS-assigned telephone numbers and MFS customers utilizing co-carrier number forwarding) are maintained without interruption. GTE will allow MFS customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions. GTE and MFS will work cooperatively to investigate with GTE Directory Publishing whether GTE would implement a commission program whereby MFS may act as a sales, billing and collection agent for Yellow Pages advertisements purchased by MFS's exchange service customers.

G. Transfer of Service Announcements

When an end user customer changes from GTE to MFS, or from MFS to GTE, and does not retain its original telephone number, the party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally

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based upon current practice with GTE's customers to either the other carrier or the end user customer.

H. Coordinated Repair Calls

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

1. MFS and GTE will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. Extraneous communications beyond the direct referral to the correct repair telephone number are strictly prohibited.
3. MFS and GTE will provide their respective repair contact numbers to one another on a reciprocal basis.

I. Busy Line Verification and Interrupt

1. Description

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party operating in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. MFS and GTE will reciprocally provide adequate connectivity to facilitate this capability.

2. Compensation

Each Party shall compensate the other Party for BLV and BLVI inquiries according to the following rates:

JK

	<u>per inquiry</u>
BLV	\$0.65

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BLVI

\$0.65

J. Information Pages

GTE will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by MFS, listings provided by MFS for MFS's installation, repair and customer service and other information. This term may require an additional agreement with GTE Directory Publishing.

K. Operator Reference Database (ORDB)

If available, GTE will work cooperatively with MFS to assist MFS in obtaining from the appropriate 911 government agencies monthly updates to the Operator Reference Database (ORDB). If available, this will enable MFS to promptly respond to emergency agencies (i.e. fire, police, emergency medical technicians, etc), as a back-up to 911, during a catastrophic situation.

VIII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTS**A. Description**

GTE shall unbundle all its Exchange Services into three separate packages: (1) link element; (2) port element; and (3) cross-connect element. The following link and port categories shall be provided:

Link Categories

2/4-wire analog voice grade
 2 wire ISDN digital grade
 4-wire DS-1 digital grade

Port Categories

2/4-wire analog line
 2-wire ISDN digital line
 2-wire analog DID trunk
 4-wire DS-1 digital DID trunk
 4-wire ISDN DS-1 digital trunk

GTE shall unbundle and separately price and offer these elements such that MFS will be able to lease and interconnect to whichever of these unbundled elements MFS requires, and to combine the GTE-provided elements with any facilities and services that MFS may itself provide, in order to efficiently offer telephone services to end users, pursuant to the following terms:

1. Interconnection shall be achieved via co-location arrangements MFS shall maintain at the wire center at which the unbundled elements are resident.

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2. Each link or port element shall be delivered to the MFS co-location arrangement over a loop/port connector applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable hand-off arrangements in accordance with agreements between MFS and GTE.
3. To the degree possible all transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to the bundled service should apply to unbundled links.
 - a. GTE will not monitor the unbundled loop for maintenance purposes. MFS will be required to provision a loop testing device either in its central office, Network Control Center, or in their collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by MFS.
4. To the degree possible all switch-based features, functions, service attributes, grades-of-service, and install, maintenance and repair intervals which apply to the bundled service should apply to unbundled ports.
5. GTE and MFS will work cooperatively to attempt to accommodate MFS' requirement for billing of all unbundled facilities purchased by MFS (either directly or by previous assignment by a customer) on a single consolidated statement per wire center. GTE will work toward billing at a wire center level, however, in the initial phases of unbundling, GTE's billing will be at a state level, or at an aggregate account level based on GTE's billing cycles.
6. Where GTE utilizes digital loop carrier ("DLC")⁴ technology to provision the link element of an bundled Exchange Service to an end user customer who subsequently determines to assign the link element to MFS and receive Exchange Service from MFS via such link, GTE shall use its best efforts to deliver such link to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end user service or feature availability. GTE and MFS recognize that there may be technical

⁴ 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*.

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limitations that may need to be addressed to enable this requirement, therefore MFS and GTE agree to begin working cooperatively to address any technical issues within 60 days upon execution of this agreement.

7. GTE will permit MFS to co-locate digital loop carriers and associated equipment in conjunction with co-location arrangements MFS maintains at an GTE wire center, for the purpose of interconnecting to unbundled link elements.
8. To provide future order and trouble reporting GTE shall work cooperatively with MFS to attempt accommodating MFS' requirement for an appropriate industry-standard on-line electronic file transfer arrangement by which MFS may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

B. Compensation

Per [Signature]
MFS and GTE do not agree as to compensation rates for Unbundled Exchange Access Arrangements.

IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

A. Description

GTE and MFS will provide Interim Number Portability (INP) on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one carrier, in conjunction an Exchange Service provided by the other carrier, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

1. MFS and GTE will provide reciprocal INP immediately upon execution of this agreement via call forwarding. GTE and MFS will migrate from INP to a database-driven Permanent Number Portability arrangement as soon as practically possible, without interruption of service to their respective customers.
2. INP shall operate as follows:
 - a. A customer of Carrier A elects to become a customer of Carrier B. The customer elects to utilize the original

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telephone number(s) corresponding to the Exchange Service(s) it previously received from Carrier A, in conjunction with the Exchange Service(s) it will now receive from Carrier B. Upon receipt of a signed letter of agency from the customer assigning the number to Carrier B, Carrier A will implement one of the following arrangements:

- (1) For the initial implementation of the portability of telephone numbers, Carrier A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Carrier B. Carrier A will route the forwarded traffic to Carrier B via the mutual traffic exchange arrangements, as if the call had originated from the original telephone number and terminated to the new telephone number.

- b. Carrier B will become the customer of record for the original Carrier A telephone numbers subject to the INP arrangements. Carrier A will provide Carrier B a single consolidated master billing statement for INP. GTE will explore the possibility of enabling collect, calling card, and 3rd-number billed calls associated with those numbers to enable MFS to rebill its newly acquired customers for those functions. Also, GTE will explore the possibility of sub-account detail for collect, calling card, and 3rd-number billed calls, and the capability of having billing statements delivered in real time via an agreed-upon Electronic data transfer, or via daily or monthly magnetic tape.

- c. Carrier A will update its Line Information Database ("LIDB") listings for retained numbers and cancel calling cards associated with those forwarded numbers.

- d. Within two (2) business days of receiving notification from the customer, Carrier B shall notify Carrier A of the customer's termination of service with Carrier B, and shall further notify Carrier A as to the Customer's instructions regarding its telephone number(s). Carrier A will cancel the INP arrangements for the customer's telephone number(s). If the Customer has chosen to retain its telephone number(s) for use in conjunction with Exchange Services provided by Carrier A, Carrier A will simultaneously transition the number(s) to the customer's preferred carrier.

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- 3. Under INP, MFS and GTE will implement a process to coordinate INP cut-overs with Unbundled Loop conversions within a reasonable time that is acceptable to customers. MFS and GTE pledge to use their best efforts to ensure that INP arrangements will not be utilized in instances where a customer changes locations and would otherwise be unable to retain its number without subscribing to foreign exchange service.
- 4. Per the Florida Public Service Commission's order in Docket No. 950737-TP, MFS and GTE may continue to develop Direct Inward Dialing-type number portability arrangements.

B. Compensation

- 1. *As brought to the attention of* MFS and GTE shall provide INP arrangements to one another either at the rates ordered by the Florida Public Service Commission in Docket No. 950737-TP or at MFS' option, other mutually agreed upon rates, except for authorized collect, calling card and 3rd-number billed calls billed to the retained numbers. *DL*
- 2. *?* For all traffic terminated between MFS and GTE to the party whose customer ultimately receives the call, reciprocal compensation charges and Switched Access charges (pursuant to each carrier's respective tariffs), shall apply for POTS traffic and non-POTS traffic. For compensation purposes, a mutually agreed surrogate will have to be developed as neither MFS nor GTE can classify this traffic.

X. RESPONSIBILITIES OF THE PARTIES

- A. GTE and MFS agree to treat each other fairly, non-discriminatory, and equally for all items included in this agreement, or related to the support of items included in this agreement.
- B. MFS and GTE will work cooperatively to minimize fraud associated with 3rd-number billed calls, calling card calls, or any other services related to this agreement.
- C. MFS and GTE agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. For network expansion, MFS and GTE will *jointly* review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by

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engineering requirements for both GTE and MFS. GTE and MFS are required to provide each other the proper call information (e.g., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.

- E. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees for any mutually beneficial network interconnections associated with the initial reconfiguration for traffic exchange, 911/E911, Interim Number Portability, Meet-point Billing, Directory Assistance, Information Services, Common Channel Signalling, and BLV/BLVI connectivity.
- F. With respect to any outstanding issues set forth in this agreement requiring an additional agreement within 60 (sixty) days, each party will use its best efforts to address all such outstanding items within that time period. Failure to reach agreement on these additional issues will not affect the enforceability of this agreement.

XI. TERM

MFS and GTE agree to provide service to each other on the terms defined in this agreement until superseded by amended or additional mutually agreeable arrangements approved by the Commission, whichever occurs first. By mutual agreement, MFS and GTE may amend this agreement to extend the term of this agreement. Also by mutual agreement, GTE and MFS may jointly petition the appropriate regulatory bodies for permission to have this agreement supersede any future standardized agreements or rules such regulators might adopt or approve.

XII. INSTALLATION

GTE and MFS shall effectuate all the terms of this agreement within 90 days upon execution of this agreement.

XIII. NETWORK MAINTENANCE AND MANAGEMENT

MFS and GTE will work cooperatively to install and maintain a reliable network. MFS and GTE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

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MFS and GTE will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

XIV. OPTION TO ELECT OTHER TERMS

If, at any time while this agreement is in effect, either of the parties to this agreement provides arrangements similar to those described herein to a third party operating within the same LATAs (including associated Extended Area Service Zones in adjacent LATAs) as for which this agreement applies, on terms different from those available under this agreement (provided that the third party is authorized to provide local exchange services), then the other party to this agreement may opt to adopt the rates, terms, and conditions offered to the third party for its own reciprocal arrangements with the first party. This option may be exercised by delivering written notice to the first party.

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XV. CANCELLATION, CONVERSION, NON-RECURRING OR ROLL-OVER CHARGES

Unless mutually agreed otherwise, neither MFS nor GTE shall impose cancellation charges upon each other for any beneficial network interconnection functions.

XVI. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

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XVII. OTHER PROVISIONS

GTE and MFS acknowledge that additional terms and conditions (including, but not limited to provisions relating to limitation of liability, indemnity, coverage, notices, assignment, dispute resolution, cancellation, default, and non-disclosure) will need to be agreed prior to interconnection. The parties agree to negotiate these terms and conditions within five (5) calendar days after execution of this agreement.

.....

If this agreement is acceptable to MFS and GTE, both parties shall sign in the space provided below. This agreement shall not bind MFS and GTE until executed by both parties.

Quintina
Sign 2-19-96 Date

Donald W. McVane
Sign 2-19-96 Date

Timothy T. Davine
Print Name

James W. McVane
Print Name

Sr. Director, External
Title Regulatory Affairs

Vice President Regulatory Affairs
Title - External Affairs

Metropolitan Fiber Systems of Florida, Inc.

GTE Florida Incorporated

EXHIBIT C

August 22, 1996 Memorandum

Re: WinStar Interconnection -Conference Call of 8/22 4 P.M.

MEMORANDUM

VIA FACSIMILE

TO: Bev Menard
Connie Nicholas

FROM: Bob Berger

DATE: August 22, 1996

RE: WinStar Interconnection -- Conference Call of 8/22 4 P.M.

As I indicated during our conference call this afternoon which commenced at 4 P.M., and the brief follow-up call I initiated to clarify one or two points we touched on, the purpose of this memorandum is to memorialize those points we orally appeared to reach agreement on, and/or remain issues in dispute. Reference is specifically made to the numbered paragraphs in my memo to you and Mike Marczyk sent earlier today and dated August 22.

Areas of Disagreement:

- (1) **Most-favored-nation:** We indicated we were willing to settle this item by accepting language identical to that contained in your 2/19/96 executed agreement with MFS. It is our understanding that this compromise is completely unacceptable, as is the language we previously have proposed which incorporates the 2/19/96 language, plus has M-F-N clauses in several other specific sections of the agreement on individual items (as explained in my 8/5/96 letter to Mike Marczyk).

- (5) **"or LEC" Provisions:** As you noted, this could be considered a subset of M-F-N. You believe it unnecessary, because, for example, in your view a neighboring LEC already falls within the ALEC definition. You also find it wholly objectionable as an M-F-N. We believe M-F-N is fundamental to this agreement, and explicitly was made so from the very first day of our in-person negotiations on 4/26. We also are concerned about any ambiguity as to whether BellSouth or a

neighboring LEC, for example, would be considered an ALEC for all purposes. These changes therefore are essential and we remain in disagreement.

- (9) **Branded directory assistance when available:** You have refused to include within our agreement language identical in this regard to that contained in the 2/19/96 MFS agreement.

Areas of Conceptual Agreement

- (2) **Termination of Contract Provision:** We agreed in principal to include language parallel to that in our GTE-CA agreement at page 23, Section VIII (last two sentences), but that covers the entire agreement, and not just interconnection arrangements.
- (3) **Roofs and risers:** You indicated that GTE corporate policy has been modified to provide roof and riser space subject to your normal request procedure (which basically involves ensuring that there are no structural and similar issues), on a first come first served basis, and that permission would not be unreasonably withheld.
- (4) **Transit Rate, Compensation for Third Party Wireless Service Provider Traffic:** We agreed that this issue -- with the exception of the M-F-N provision -- could be resolved by inclusion of language identical to that contained in our GTE-CA agreement at page 17 (Section V.B.2.c). (The transit rate would be adjusted to \$.00075 to reflect the approved Florida rate.) We remain in disagreement over inclusion of the second sentence of V.B.2.c, which is the M-F-N clause specifically set forth in the GTE-CA agreement with respect to Transit Rate.
- (6) **Ordering Processes for Unbundled Elements:** We are in agreement on this issue per my comments in my earlier memo of today.
- (7) **Reference to possible need for separate directory publishing agreement:** We are in agreement on this issue per my comments in my earlier memo of today.
- (8) **Inclusion of customer service, repair, etc. numbers:** We have reached conceptual agreement on this issue per my comments in my earlier memo of today.

Conclusion

We believe it would serve everyone's best interests to resolve this pragmatically prior to arbitration. We stand ready until 1 P.M. tomorrow to address outstanding issues and resolve them in the manner suggested above, with the understanding that the final agreement then would be executed no later than Monday COB. Until that time, I may be reached at (202) 424-7635. After that time, our outside counsel will be instructed to file the arbitration petition which has been prepared. We are, of course, always open to continue constructive dialogue even after such a petition has been filed.

cc: Steve Merrill
Dave Schmieg
Dana Frix
Kathy Cooper

EXHIBIT D

**August 22, 1996 Memorandum
Re: WinStar/GTE-Florida Interconnection Negotiations**

MEMORANDUM

VIA FACSIMILE

TO: Bev Menard
Connie Nicholas
Mike Marczyk

FROM: Bob Berger *plb*
Steve Merrill

DATE: August 22, 1996

RE: WinStar/GTE-Florida Interconnection Negotiations

Despite the extraordinary lateness of the hour, we appreciated the opportunity to continue our negotiations between 9:00 and 11:30 last evening. As indicated, there are certain materials we agreed to fax this morning. In addition, we believe it absolutely critical, so that there is no unintentional misunderstanding, to recap where we believe we are are certain key outstanding items.

As background, and as we discussed last evening, we believe it critical that GTE keep in mind the entire premise of these negotiations, dating from explicit discussions during our April 26 meeting in Tampa with the GTE team. As I indicated at the beginning of that meeting, it was and remains WinStar's position that we are willing to accommodate GTE on the whole series of critical compensation issues (e.g., prices for unbundled elements including loops and ports; reciprocal compensation; prices for interim number portability; etc.) if in turn GTE would provide us most-favored-nation protection plus work with us on the handful of issues critical to WinStar by virtue of our 38 GHz technology and/or our corporate size (e.g., access to roofs and risers, compensation for third party wireless service provider traffic, etc.). We also agreed at the very outset that we would accept as a baseline agreement the sole post-Act co-carrier, or interconnection, agreement that GTE had executed to date, i.e., the partial agreement with MFS

executed February 19, 1996 and approved by the Florida P.S.C.¹ As you are aware that agreement, among other things, in fact has a most-favored-nation clause. Accordingly, we were shocked to learn yesterday, for the first time at 3:15 P.M.,² that M-F-N protection -- which has been the core understanding underpinning the entire course of these negotiations -- was being called into question for the very first time. We find this development absolutely extraordinary and, as indicated above, undermining at the eleventh hour and fifty ninth minute the very essence of these negotiations.

With that as predicate, let us summarize certain key outstanding points which need to be resolved if we are to avoid filing an arbitration petition tomorrow afternoon.

- (1) **Most-favored-nation:** As indicated, we are willing to resolve this issue one of three ways. First, the language we previously had proposed (and which, until 3:15 yesterday afternoon, given the AM response we received and the previous oral discussions we had had we believed was agreeable) can be put back in the document. This obviously includes the Option to Elect Other Terms Section which is right out of the 2/19 agreement with MFS. Second, we are willing to insert both in a general M-F-N clause and at the point-specific places where M-F-N language previously had appeared, the version of M-F-N language that we have agreed to with BellSouth. As promised, accompanying this memo are copies of both the general M-F-N provision in our BellSouth agreement, plus a sample of the M-F-N language that appears in one of the several specific sections of that agreement. Third, we are willing to include verbatim the M-F-N clause which we have agreed to with NYNEX (a copy of which also is being forwarded), which we note is virtually identical to the clause also contained in our Ameritech agreement.
- (2) **Termination of Contract Protection:** As indicated, we must have language dealing with the gap that otherwise might ensue if the agreement expires or is terminated per the Term section of the agreement. In this regard, the language we

¹ We note that though we had asked several times during the months following our 4/26 meeting whether GTE had signed any subsequent agreements, we also had been told that none had yet been signed. During last night's conversation, for the very first time, we were told that MFS has agreed to some subsequent document which has different provisions from the 2/19 agreement. Though such information was informative, we believe it irrelevant to our discussions at this point, which have been predicated since inception on the mutual agreement that the 2/19 MFS/GTE document would be our baseline discussion draft.

² In fact, nowhere in the detailed A.M. response we received, covering 33 points, was this even mentioned. As I indicated, based on previous representations, we were shocked to learn there even as a P.M. series of revisions: it was our understanding that the A.M. response, which we had been promised days before, was the definitive response in the first place.

worked out with NYNEX, a copy of which is attached and highlighted, would be acceptable.

- (3) **Roofs and risers:** As we first explicitly indicated in our April 26 meeting, and reiterated yesterday, access to roofs and risers is a critical issue for us, given our technology. Moreover, as the FCC order now stands, the FCC (e.g., at Par. 582) -- explicitly in response to WinStar's comments in 96-98 -- has mandated that we be allowed to physically collocate our wireless equipment, including access to roofs. It is absolutely essential that the language contained in the draft agreement up until your 3:30 PM draft yesterday remain in.
- (4) **Transit Rate, Compensation for Third Party Wireless Service Provider Traffic:** Again, on 4/26, we explicitly flagged these as key WinStar issues. Per our discussion yesterday, we are fully amenable to resolving the third party wireless service provider issue identically to the manner we have agreed to with your sister company, GTE-CA, which provides for each party to pay the other the transit rate in certain instances (outbound landline to cellular, where both GTE and WinStar are involved), with inbound cellular to landline being bill-and-keep as between the two companies. We also note that the M-F-N language we had proposed for our GTE-FL agreement is right out of our GTE-CA agreement and must remain in, both for that reason as well as for the broader M-F-N reasons outlined above.
- (5) **"or LEC" Provisions:** In the AM response from yesterday, points one and two on page two, you indicated GTE had not incorporated the "or LEC" phrase in certain instances, both because there is only one LEC -- GTE -- in the Tampa LATA and because GTE believes they are not required to include such language in the first instance by the FCC. On further reflection, we believe it absolutely critical that such language remain, for two reasons. First, the FCC order at Pars. 1322 and 1323 specifically recognizes that not only are LEC to CLEC agreements to be filed and subject to M-F-N treatment, but so are agreements between neighboring LECs; it is our assumption that GTE-FL would have in place one or more such agreements with neighboring LECs in Florida, which would be subject to such treatment. Second, given the nature of all lawyers to seek ambiguity, we would be concerned as to how BellSouth might be characterized should it seek to commence offering service in what has been GTE's traditional franchise territory in Florida on a competitive basis. Accordingly, the "or LEC" language gives us certainty that we would be subject to like treatment should BellSouth seek to enter GTE territory as a competitor.
- (6) **Ordering Processes for Unbundled Elements:** We acknowledge your points concerning not including the ordering process language concerning unbundled elements which we requested be incorporated from counterpart language in our

Ameritech/Illinois agreement. We are willing to forego inclusion of such language on the basis of your representation that GTE has such specific processes currently in place and that by week's end you will be forwarding to us by overnight mail a copy of the binder(s) setting forth such processes, etc.

- (7) **Reference to possible need for separate directory publishing agreement:** We acknowledge the points you made last night. Though we are concerned that even within GTE there still appears to be confusion with whom one may need an additional contract, and though more specific language previously was executed in the case of the 2/19 MFS agreement, we are in the spirit of comity willing to accede to your latest draft language.
- (8) **Inclusion of customer service, repair, etc. numbers:** We acknowledge your concerns that identical treatment re inclusion of the above potentially could be interpreted to mean that we, and have other ALEC, would be entitled to multiple pages, etc. Accordingly, per our discussion last night, we need some tie back to PSC rules, regulations, and/or approved tariffs per our discussion.
- (9) **Branded directory assistance when available:** This language was identical to that agreed to by GTE in a post-Act agreement (the 2/19 MFS). The "when available" caveat provides GTE ample protection. Moreover, it is in line with every other full-blown interconnection agreement we have signed. Inclusion of this language should be absolutely non-controversial.

Conclusion

In our view, it appeared that between yesterday morning and yesterday afternoon the entire structure of the negotiations was suddenly called into question. Nevertheless, we are willing to accommodate approximately three quarters of the changes which were suggested to us for the first time yesterday. The remaining points outlined above are those which are absolutely critical to WinStar, and in our view go both to the substantive essence of these negotiations, as well as to whether procedurally these negotiations have been conducted in good faith at the most elementary level. Nevertheless, we feel confident that upon further reflection between now and mid-day on Friday, we will be able to return to the sound footing that these negotiations appeared to otherwise have been on and conclude them without resort to arbitration. Please feel free to contact us at (202) 424-7635 or at (202) 424-7659 (the conference room where we will be for much of the day), or by fax at (202) 424-7643 or 7645. Should you send a fax, please call us at that time to let us know it is on the way. For your information, we will be available up until 5 P.M. today, and then again between 9 A.M. and 1 P.M. on Friday (with the exception of 10:30 AM to 11 AM).

ARTICLE XXIV.

MORE FAVORABLE PROVISIONS

24.01 If as a result of any proceeding before any Court, Commission, or FCC, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a State within the Territory at rates or on terms and/or conditions more favorable to the carrier than the applicable provisions of this Agreement, the Companies, subject to Paragraph 25.02, shall be entitled to substitute such more favorable rates, terms and/or conditions for the relevant provisions of this Agreement which shall apply to the same States as such other carrier and such substituted rates, terms and/or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

24.02 If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

24.03 The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from Companies.

ARTICLE XXV.

MISCELLANEOUS PROVISIONS

25.01 Severability. If any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effected thereby; provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

i. The Parties hereby agree to negotiate in good faith for a period of 30 days from the receipt by BellSouth of a written request from WinStar for SPNP through DID, such period to commence no soon than the effective date of this Agreement, with respect to the recurring and non-recurring charges, if any, for SPNP through DID. For this purpose, BellSouth shall provide Companies with its relevant cost studies, subject to applicable non-disclosure obligations. In the event that the Parties are unable to agree upon the applicable charges, the issue shall be resolved in accordance with the process set forth in Article XX.

j. Upon the final adoption of FCC regulations issued pursuant to Section 251(b)(2) of the Act, the Parties agree to comply with such regulations.

6.15 Unbundling. Upon request from the Companies, BellSouth will provide the Companies nondiscriminatory access to any and all network elements on an unbundled basis at any technically feasible point. Rates, terms and conditions for unbundled elements will be agreed to at the time of request pursuant to Section 252 (d)(1). The Parties agree that BellSouth will provide, if requested by the Companies, the items listed, without limitation, on Exhibit D hereto. BellSouth may add additional services at any time during the term of this Agreement upon written notice to the Companies. Further, to the extent BellSouth provides any other ALEC or LEC access to unbundled elements in any given state or states, regardless of whether on the basis of voluntary agreement, tariff, or pursuant to a legally effective directive (e.g., order or opinion of a Commission or arbitration award under the Act), BellSouth simultaneously will provide WinStar with access to those same unbundled elements on equivalent rates, terms and/or conditions in the effected state or states. However, to the extent that BellSouth appeals such legal directive in a manner that stays the effectiveness of that directive, then the directive will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that directive by a Commission can delay the effectiveness of such directive when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective directive is in place, WinStar at its option will be entitled to unbundled elements pursuant to the terms of such effective directive.

6.16 Access to Poles, Ducts, Conduits and Rights of Way.

Each Party shall provide the other Party access to its poles, ducts, rights-of-way, and conduits it owns or controls, to the extent permitted by law and as required by Section 224 of the Act or Commission Order, on terms, conditions, and prices equal to those offered to any other entity pursuant to each Party's applicable tariffs, contracts and/or standard agreements with such entities. Each Party shall

Facsimile: (212) 597-2585

DPY/MS/LS
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or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) on the date set forth on the confirmation in the case of telecopy.

29.13 **Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

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

- (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or
- (7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement); or
- (8) Directory Services - Section 251(b)(3) of the Act (Section 19.0 of the Agreement).

29.15 **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in

assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities

20.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

21.0 TERM AND TERMINATION

21.1 The initial term of this Agreement shall be three (3) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party as set forth below.

21.1.1 If pursuant to Section 21.1 the Agreement continues in full force and effect after the expiration of the Term, either Party may terminate the Agreement ninety (90) days after delivering written notice to the other Party of the intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.1 other than to pay to the other Party any amounts under this Agreement.

21.2 Disputed amounts will be resolved pursuant to the NYPPSC Tariff No. 914.

NYPPSC
21.3 Upon termination or expiration of this Agreement in accordance with this Section 21.0:

(a) each Party shall comply immediately with its obligations set forth in Section 29.6.3;

(b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

(d) each Party shall continue to perform its obligations and provide its services described herein until such time as a survivor Agreement between the Parties is entered into; provided, however, that if the Parties are unable to reach agreement within six (6) months after the termination or expiration of this Agreement, either Party has the right to submit this matter to

the Commission for resolution. Until a survivor agreement is reached or the Commission resolves this matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action, if any.

21.4 Except as set forth in Section 27.5 and Section 26.4, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

22.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

23.0 CANCELLATION CHARGES

Except as provided in Sections 9.7.4 and 20.4 and pursuant to a Network Element Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

24.0 NON-SEVERABILITY

24.1 The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 29.14 of this Agreement.

24.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

25.0 INDEMNIFICATION

25.1 Each party (the 'Indemnifying Party') shall indemnify and hold harmless the other party ('Indemnified Party') from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
and/or

EXHIBIT E

Draft Interconnection Agreement



**FACSIMILE
TRANSMITTAL
COVER SHEET**

**REGULATORY AND
INDUSTRY AFFAIRS (FL)**

DATE: Bob Brown

TO: _____

LOCATION: _____

TEL. NO.: _____

FAX. NO.: 202-424-7643

FROM: Beverly Y. Menard

LOCATION: Tampa, FL -- MC.FLTC0818

TEL. NO.: 813/224-4825

FAX.: 813/223-4888

MESSAGE: Red lined version

**NUMBER OF PAGES
INCLUDING THIS PAGE:** 40

FLORIDA INTERLUMINAL AGREEMENT

Pursuant to this Agreement, WinStar Wireless of Florida, Inc. ("WinStar") and GTE Florida Incorporated ("GTE") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the State of Florida, as described and according to the terms, conditions and pricing specified hereunder. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum.

I. RECITALS & PRINCIPLES

WHEREAS, universal connectivity between common carriers is the defining characteristic of the public switched telecommunications network in which all common carriers participate; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, in the service of maximum inter-operability, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, GTE Florida Incorporated is an incumbent local exchange telecommunications company (LEC) as defined by Section 364.02(8) of the Florida Statutes. WinStar Wireless of Florida, Inc. (WinStar) is an alternative local exchange telecommunications company (ALEC) as defined by Section 364.02(1); and

WHEREAS, Section 364.16, Florida Statutes, requires, among other things, GTE Florida to provide access to, and interconnection with, its telecommunications facilities to any other provider of local telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes; and

WHEREAS, Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling databases, systems and routing process, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost; and

WHEREAS, Sections 364.16 and 364.161 also requires LECs and ALECs to attempt to negotiate satisfactory rates, terms and conditions for interconnection

and unbundling. If such negotiations fail, either party has the right to file a petition with the Florida Public Service Commission to establish such rates, terms and conditions; and

WHEREAS, GTE Florida and WinStar acknowledge and understand that this Agreement is a result of compromise and negotiation. The parties further acknowledge that none of the provisions set forth herein shall be proffered by either GTE Florida or WinStar or any of their affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position or for any other purpose; and

WHEREAS, the Parties also are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996 ("Act");

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, WinStar and GTE hereby covenant and agree as follows:

II. DEFINITIONS

- A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- B. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

"Tandem Office Switches" or "Tandems" 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).

- C. "CLASS Features" (also called "Vertical Features") means certain CCIS-based features available to customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related

FLORIDA INTERCONNECTION AGREEMENT

- N. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to, co-location arrangements and mid-span meet arrangements.**
- O. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.**
- P. "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.**
- Q. "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B + D).**
- R. "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a 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 station set.**
- S. "Link Element" or "Link" is a component of an Exchange Service; for purpose of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, D&X-panel, or functionally comparable piece of equipment in a GTE end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, links were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premises; however, a link may be provided via other media, including, for example, radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Links fall, e.g., into the following categories:**

FLORIDA INTERLUMEN LINK AGREEMENT

"2-wire analog voice grade links" 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 link is commonly used for local dial tone service.

"2-wire ISDN digital grade links" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DS0 channels.

- T. "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.**
- T1. "Local Interconnection Trunks/Trunk Groups" are trunks and trunk groups used to transmit local/intraLATA toll traffic.**
- U. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's Chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen local exchange carrier.**
- V. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.**
- W. "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.**

- X. **"MECAS"** refers to the *Multiple Exchange Carrier Access Billing (MECAS)* 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 MECAS 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.
- Y. **"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-002843, establish methods for processing orders for access service which is to be provided by two or more LECs.
- Z. **"Mid-Span Meet"** is an interconnection architecture method whereby two carriers mutually agree to jointly plan and engineer their facility meet-point at a designated location by means of a fiber splice or other transmission facility, including a 38 Ghz transmission facility.
- AA. **"NANP"** means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 800.
- BB. **"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 North American Numbering Plan ("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.

FLORIDA INTERCONNECTION AGREEMENT

- CC.** "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entry indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange and office switches.
- DD.** "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.
- EE.** "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.
- FF.** "Plain Old Telephone Service Traffic" or "POTS traffic." The parties agree that this initially includes only local traffic as defined in GTE's tariff but will be expanded to also include non-local intraLATA toll traffic exchanged between the parties' respective exchange customers at such time as the Commission may so direct, and/or at such time as GTE agrees with a third party ALEC (either voluntarily or otherwise, e.g., as a result of arbitration) to so include non-local intraLATA toll traffic within the definition of "POTS traffic."
- GG.** "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on a GTE end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include, e.g.,:
- "2-wire analog line port" is a line side switch connection employed to provide basic residential and business type Exchange Services.
 - "2-wire ISDN digital line port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.
 - "2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

- X. **"MECAS"** refers to the *Multiple Exchange Carrier Access Billing (MECAS)* 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 MECAS document, published by Bellcore as Special Report SR-SDS-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.
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- Z. **"Mid-Span Meet"** is an interconnection architecture method whereby two carriers mutually agree to jointly plan and engineer their facility meet-point at a designated location by means of a fiber optic or other transmission facility, including a 38 Ghz transmission facility.
- AA. **"NANP"** means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 800.
- BB. **"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 North American Numbering Plan ("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.

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- CC.** "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 North American Numbering Plan ("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.
- DD.** "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.
- EE.** "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.
- FF.** "Plain Old Telephone Service Traffic" or "POTS traffic." The parties agree that this initially includes only local traffic as defined in GTE's tariff but will be expanded to also include non-local intraLATA toll traffic exchanged between the parties' respective exchange customers at such time as the Commission may so direct, and/or at such time as GTE agrees with a third party ALEC (either voluntarily or otherwise, e.g., as a result of arbitration) to so include non-local intraLATA toll traffic within the definition of "POTS traffic."
- GG.** "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on a GTE end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include, e.g.:
- "2-wire analog line port" is a line side switch connection employed to provide basic residential and business type Exchange Services.
 - "2-wire ISDN digital line port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.
 - "2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

FLORIDA INTERCONNECTION AGREEMENT

"4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

"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.

- HH. "Rate Center" means the specific geographic point and corresponding geographic area which has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.**
- II. "Rating Point", sometimes also referred to as "Routing Point", means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100 (Common Language[®] CLI[™] Code Description for Location Identification), the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.**
- JJ. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.**
- KK. "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**

FLORIDA INTERCONNECTION AGREEMENT

application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

- LL. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.
- MM. "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbs (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbs.
- NN. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.
- OO. "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 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 can not be used for the direct connection of ordinary telephone station sets.
- PP. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

III. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall interconnect their networks as necessary to effect the Co-Carrier Arrangements identified in Parts V., VI., VII., and IX., as defined below:

- A. In each LATA identified below, the correspondingly identified wire center shall serve as the Initial Designated Network Interconnection Point ("D-NIP") at which point WinStar and GTE will interconnect their respective networks for inter-operability within that LATA.

LATA
Tampa

D-NIP
TBD

FLORIDA INTERCONNECTION AGREEMENT

(WinStar connects to GTE)**Tampa****TBO****(GTE connects to WinStar)**

- B. Initially, WinStar agrees to connect to GTE at GTE's Tampa Main Serving Wire Center (810 Morgan) and GTE agrees to reciprocally connect to WinStar (at a location in the Tampa LATA) at WinStar's switch, the location of which will be identified by WinStar in a timely fashion in the course of the development of implementation planning meetings. Where WinStar and GTE interconnect at a D-NIP, the parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:**
- 1. a mid-span meet at the D-NIP, or in a manhole, on a roof top or radio tower, or other appropriate junction point near to or just outside the D-NIP;**
 - 2. a digital cross-connection hand-off, DSX panel to DSX panel, where both WinStar and GTE maintain such facilities at the D-NIP;**
 - 3. a co-location facility maintained by WinStar, or by a 3rd-party with whom WinStar has contracted for such purposes, at a GTE wire center, where such wire center has been designated as the D-NIP;
or**
 - 4. a co-location facility maintained by GTE, or by a 3rd-party with whom GTE has contracted for such purposes, at an WinStar wire center, where such wire center has been designated as the D-NIP.**
- C. In extending network interconnection facilities to the D-NIP, WinStar shall have the right to extend its own facilities or to lease digital transport facilities from GTE or from any 3rd-party, subject to the following terms:**
- 1. Such leased facilities shall extend from any point designated by WinStar on its own network (including a co-location facility maintained by WinStar at an GTE wire center) to the D-NIP or associated manhole or other appropriate junction point.**
 - 2. Where WinStar leases such facilities from GTE, WinStar shall have the right to lease under non-discriminatory tariff or contract terms from GTE.**

FLORIDA INTERCUNNEL I UN PARCELLES

- D. Upon reasonable notice and if mutually agreed to by the Parties, WinStar and GTE may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.
- E. Interconnection will be provided via two-way trunks. Separate two-way trunks will be established to exchange 1) local and IntraLATA toll and, 2) meet-point Switched Access traffic.
- F. The Parties will use fiber transmission or 38 Ghz wireless transmission facilities to physically interconnect their networks.
- G. This Agreement covers the initial tandem-level local interconnection between the Parties. Future interconnection between the Parties may also include end office to end office direct connections determined by joint engineering and planning and based on actual and forecasted traffic between the Parties.
- H. Nothing in this Agreement restricts the Parties from agreeing in the future to interconnection at other technically feasible points, and/or from ordering and establishing WinStar/GTE Local Interconnection Trunk Groups in addition to the initial combination(s) described above.

IV. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact WinStar'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 Guidelines¹.
- B. As contemplated by the Central Office Code Assignment Guidelines, WinStar will designate within the geographic NPA with which each of its assigned NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.
- C. WinStar will also designate a Rating Point for each assigned NXX code. WinStar may designate one location within each Rate Center

¹ Last published by the Industry Numbering Committee ("INC") as INC 85-0487-008, Revision 4/7/85, formerly ICCF 83-0729-018.

FLORIDA INTERCONNECTION AGREEMENT

as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, WinStar may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by WinStar within the same LATA.

- D. Until such time as WinStar receives specific permission from the Commission to vary its rate centers from GTE's rate centers, WinStar will agree to deploy a minimum of one NXX per established GTE rate center area.
- E. To the extent GTE serves as Central Office Code Administrator for a given region, GTE will support all WinStar requests related to central office (NXX) code administration and assignments in an effective and timely manner.
- F. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to 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. GTE will perform Local Exchange Routing Guide ("LERG") updates on behalf of WinStar at no charge.

V. MEET-POINT BILLING ARRANGEMENTS**A. Description**

1. WinStar may establish meet-point billing arrangements with GTE in order to provide Switched Access Services to third parties via a GTE access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAS and MECOD documents, except as modified herein.
2. Interconnection for the meet-point arrangement shall occur at the GTE Tampa Main Serving Wire Center (SWC) D-NIP, unless otherwise mutually agreed to by the Parties.

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3. Common channel signalling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the GTE access tandem switch.
4. WinStar and GTE will 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 meet-point billing arrangement, including meet-point billing percentages.
5. As detailed in the MECAB document, WinStar 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 WinStar 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.
6. WinStar and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other, at no charge, the Usage Data, etc.

B. Compensation

1. Initially, billing to 3rd-parties² for the Switched Access Services jointly provided by WinStar and GTE via the meet-point billing arrangement shall be according to the multiple-bill/multiple-tariff method.
2. Subsequently for billing to 3rd-parties for the Switched Access Services jointly provided by WinStar and GTE via the meet-point arrangement, WinStar and GTE may mutually agree to implement one of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should WinStar prefer to change among these billing methods, WinStar shall notify GTE of such a request in writing, 90-days in advance of the date on which such change shall be implemented.
3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in WinStar's and GTE's respective federal and state access tariffs, in conjunction with the appropriate meet-point

²

including any future GTE separate interexchange subsidiaries.

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billing factors specified for each meet-point arrangement either in these tariffs or in the NECA No. 4 tariff.

4. WinStar shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge revenues³ to which GTE is entitled pursuant to the above-referenced tariff provisions.
5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT**A. Description**

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs and in accordance with Section III, supra:
 - a. GTE shall make available to WinStar, at the GTE Tampa Main SWC, trunks over which WinStar shall terminate to end users of GTE-provided Exchange Services, POTS traffic originated from end users of WinStar-provided Exchange Services.
 - b. WinStar shall make available to GTE, at the WinStar Tampa downtown Node, trunks over which GTE shall terminate to end users of WinStar-provided Exchange Services, POTS traffic originated from end users of GTE-provided Exchange Service.
 - c. WinStar and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. WinStar and GTE will mutually agree on network trunking arrangements during joint engineering and planning meetings to facilitate implementation

³ For purposes of clarification, this does not include the interconnection charge, which is to be remitted to the end office provider, which in this case would be WinStar.

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of an initial WinStar in-service date of March 1, 1997. Third party LEC and/or ALEC traffic will be sent subject to the volume rate specified in subsection B.2 of this Section VI.

- d. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the Parties will provide each other appropriate percentages for the traffic carried over the trunk groups.
2. 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 a fiber transmission medium has been agreed upon for interconnection) and shall be jointly-engineered to an objective P.01 grade of service. Nothing in this Agreement is to be understood to preclude the Parties from agreeing on an interconnection architecture utilizing DS 3ds transmission facilities, which by definition do not include SONET.
3. WinStar and GTE agree to mutually 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. The Parties recognize that, as may be required in high usage situations, the Parties will jointly engineer end office to end office trunks.
4. The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, in conjunction with all traffic exchange trunk groups. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Network signaling information such as Carrier Identification Parameter (CCP platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency (MF), wink start, E&M channel-associated signaling with ANI will be forwarded.

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5. The Parties shall establish company-wide CCS interconnections STP-to-STP. Such STP links shall be reciprocally provided in accordance with approved tariffs.

B. Compensation

1. The rates for reciprocal compensation will be in accordance with Commission approved tariffs. For local and toll, Cellular to Landline traffic, compensation will be the interconnection rate charged to Cellular Carriers in GTE's tariffs (\$0.03140 peak, \$0.02235 off peak); minus the transit rate specified in subsection B.2 of this Section VI. In the event that tariffs have not been approved, compensation will be in accordance with the GTE/ICI agreement approved by the Florida Public Service Commission. Further, to the extent that, under the Act, GTE enters into a reciprocal compensation arrangement with another LEC or ALEC either voluntarily or otherwise (e.g., as a result of arbitration or Commission order), then, at WinStar's option, WinStar likewise may substitute such compensation arrangements for the compensation arrangements otherwise provided for under this Section VI.B. XW
2. **Transit Rate:** When one Party uses the other Party's Tandem to originate a call to a third party LEC, ALEC, a wireless service provider or another end office of a Party, the Party using the other Party's Tandem shall pay compensation at the rate of \$0.00075 per minute. ~~If GTE enters into an interconnection agreement with another LEC or ALEC, whether voluntarily or otherwise (e.g., as a result of arbitration), that provides for a transit rate lower than the rate set forth above, that Transit Rate will be substituted for the rate set forth in this paragraph upon the effective date of such other agreement.~~ X If one Party receives a call through the other Party's Tandem that originates from another ALEC, LEC, or wireless provider, the receiving Party will not charge the other Party any rate elements for this call, regardless of whether the call is local or toll.

VII. SHARED NETWORK PLATFORM ARRANGEMENTS**A. 2.1-1/E2-1-1****1. Description**

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- a. WinStar will interconnect trunk groups to the GTE 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which WinStar provides exchange services, for the provision of 9-1-1/E-9-1-1 services and for access to all sub-tandem Public Safety Answering Points. GTE will provide WinStar with the appropriate CLI codes and specifications of the tandem serving area.
- b. GTE and WinStar will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to WinStar and users. GTE will work cooperatively with WinStar to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, GTE shall work with the counties to provide WinStar the ten-digit FOTS number of each PSAP which sub-tandem each GTE selective router/9-1-1 tandem to which WinStar is interconnected.
- c. GTE will facilitate the prompt, robust, reliable and efficient interconnection of WinStar systems to the 9-1-1/E-9-1-1 platforms.

2. Compensation

For the provision of 911/E911 services between WinStar and GTE, the Parties agree to use the terms and conditions and rates reflected in the ICI Agreement approved by the Florida Public Service Commission unless and until such time as GTE may enter into 911/E911 compensation arrangements with another ALEC, regardless of whether voluntary or otherwise, pursuant to which the ALEC will be subject to rates, etc. more favorable than those contained in the ICI Agreement. At such time, WinStar may choose to substitute such alternate compensation terms. WinStar will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic**1. Description**

The Meet-point Billing terms and conditions contained in section V of this Agreement apply for the exchange of 800 traffic.

2. Compensation

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Applicable Switched Access Meet-point billing rates shall apply for all 800 calls per the terms and conditions contained in section V of this Agreement.

C. Information Services Billing and Collection**1. Description**

- a. WinStar and GTE shall work cooperatively to reach agreement on all information services (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues. The subsequent information services agreement shall enable WinStar and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each others and users (including Information Providers), and reasonably compensate WinStar and GTE.

D. Directory Listings and Directory Distribution

WinStar and GTE agree that an additional agreement will be required to effectuate the terms of this section and will work cooperatively to execute the additional agreement within 90 days after the execution of this Agreement.

1. Description

The directory listings and distribution terms and rate specified in this section shall apply to listings of WinStar customer numbers falling within NXX codes directly assigned to WinStar, and to listings of WinStar customer telephone numbers which are retained by WinStar pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement reflecting the arrangements with GTE's Directory Publishing Company.

respect to directory publishing

- a. GTE will include WinStar's customers' telephone numbers in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which WinStar provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.

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- b. WinStar will provide GTE with its directory listings and daily updates to those listings in an industry-accepted format; GTE will provide WinStar a magnetic tape or computer disk containing the proper format.**
- c. WinStar and GTE will accord WinStar's directory listing information the same level of confidentiality which GTE accords its own directory listing information, and GTE shall ensure that access to WinStar's customer proprietary confidential directory information will be limited solely to those GTE employees who are directly involved in the preparation of listings.**
- d. GTE will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by WinStar, critical customer contact information provided by WinStar for WinStar's installation, repair and customer services and other service-oriented information. GTE shall provide this critical customer contact information in the directories at no charge to WinStar and will provide the information in a nondiscriminatory manner.**

2. Compensation

- a. GTE and WinStar will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include WinStar customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell WinStar's listings to any third parties without WinStar's prior written approval.**
- b. GTE shall provide directory distribution, directory database maintenance, and directory listings for WinStar and its customers under the same terms that GTE provides these same services for its end users. In-area directory delivery, database maintenance, and basic "White" and "yellow" page listings will be at no fee. Out-of-area directory delivery and enhanced listings, i.e. bolding, indention, second listings, etc., will be per GTE's currently tariffed or non-discriminatory available contract rates.**
- ~~c. In no event, shall the compensation rates, terms and/or conditions accorded to WinStar be less favorable than those available to any other ALEC and, at such time as more~~**

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~~favorable rates, terms, and/or conditions may be made available to another ALEC, regardless of whether voluntary or otherwise (e.g., as a result of arbitration), then WinStar shall have the option of substituting into this Agreement such alternate rates, terms and/or conditions.~~

E. Directory Assistance (DA)

1. Description

At WinStar's request, GTE will:

- a. provide to WinStar unbranded directory assistance service which is functionally equivalent in every way to the directory assistance service GTE makes available to its own end users.

2. When available, at WinStar's request, GTE will:

- a. provide to WinStar operators or to an WinStar-designated operator bureau on-line access to GTE's directory assistance database, where such access is identical to the type of access GTE's own directory assistance operators utilize in order to provide directory assistance services to GTE end users;
- b. allow WinStar or an WinStar-designated operator bureau to license GTE's directory assistance database for use in providing competitive directory assistance services; and/or
- c. in conjunction with VII.E.1.a. above, provide caller-optional directory assistance call completion service which is functionally equivalent in every way to the directory assistance call completion service GTE makes available to its own end users. When this functionality is available, GTE will route the calls back to WinStar for WinStar to complete the customer call.

X

could add language

X

2. Compensation

GTE will charge WinStar its wholesale IXC/LEC rates for the following functionality:

- a. \$0.25 per unbranded directory assistance intrastate call.
- b. \$0.28 per unbranded directory assistance interstate call.

F. Yellow Page Maintenance

GTE will work cooperatively with WinStar to ensure that Yellow Page advertisements purchased by customers who switch their service to WinStar (including customers utilizing WinStar-assigned telephone numbers and WinStar customers utilizing co-carrier number forwarding) are maintained without interruption. GTE will allow WinStar customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions.

G. Transfer of Service Announcements

When an end user customer changes from GTE to WinStar, or from WinStar to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally based upon current practice with GTE's customers to either the other carrier or the end user customer.

H. Coordinated Repair Calls

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

1. WinStar and GTE will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. Extraneous communications beyond the direct referral to the correct repair telephone number are strictly prohibited.
3. WinStar and GTE will provide their respective repair contact numbers to one another on a reciprocal basis.

I. Busy Line Verification and Interrupt**1. Description**

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Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party operating in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. WinStar and GTE will reciprocally provide adequate connectivity to facilitate this capability.

2. Compensation

Each Party shall compensate the other Party for BLV and BLVI inquiries according to the following rates:

	<u>per inquiry</u>
BLV	\$0.65
BLVI	\$0.65

These rates may be changed pursuant to Commission direction or, in the event GTE enters into an arrangement, whether voluntarily or otherwise (e.g., as a result of arbitration), to provide and/or receive BLV/BLVI with another ALEC, WinStar at its option substitute such compensation rates into this Agreement.

J. Operator Reference Database (ORDS)

If available, GTE will work cooperatively with WinStar to assist WinStar in obtaining from the appropriate 911 government agencies monthly updates to the Operator Reference Database (ORDS). If available, this will enable WinStar to promptly respond to emergency agencies (i.e. fire, police, emergency medical technicians, etc). as a back-up to 911, during a catastrophic situation.

VII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTS**A. Description**

GTE initially shall unbundle all its Exchange Services into three separate elements: (1) link element; (2) port element; and (3) cross-connect element. The Parties acknowledge that the Commission and/or the FCC (e.g., in its Interconnection docket, CC Docket No. 96-98) may direct that additional unbundled elements be made

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available by the incumbent LEC, and may specify minimum rates, terms and/or conditions of such availability. GTE agrees that, to the extent it offers and/or provides additional unbundled elements to other ALECs either voluntarily or otherwise (e.g., as a result of FCC or Commission order or as a result of arbitration), it also will simultaneously make such unbundled elements available to WinStar on equal rates, terms and/or conditions. The following link and port categories initially shall be provided:

Link Categories

2/4-wire analog voice grade
2-wire ISDN digital grade
4-wire DS-1 digital grade

Port Categories

2/4-wire analog line
2-wire ISDN digital line
2-wire analog DID trunk
4-wire DS-1 digital DID trunk
4-wire ISDN DS-1 digital trunk

GTE shall unbundle and separately price and offer these elements such that WinStar will be able to lease and interconnect to whichever of these unbundled elements WinStar requires, and to combine the GTE-provided elements with any facilities and services that WinStar may itself provide, in order to efficiently offer telephone services to end users, pursuant to the following terms:

1. Interconnection shall be achieved via co-location arrangements. WinStar shall maintain at the wire center at which the unbundled elements are resident except to the extent the Commission and/or FCC may otherwise direct.
2. Each link or port element shall be delivered to the WinStar co-location arrangement over a loop/port connector applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable hand-off arrangements in accordance with agreements between WinStar and GTE.
3. All transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to the bundled service will apply to unbundled links.
 - a. GTE will not monitor the unbundled loop for maintenance purposes. WinStar may provision a loop testing device either in its central office, Network Control Center, or in their collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by WinStar.

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4. All switch-based features, functions, service attributes, grades-of-service, and install, maintenance and repair intervals which apply to the bundled service will apply to unbundled ports.
5. GTE and WinStar will work cooperatively to accommodate WinStar's requirement for billing of all unbundled facilities purchased by WinStar (either directly or by previous assignment by a customer) on a single consolidated statement per wire center. GTE will work toward billing at a wire center level, however, in the initial phases of unbundling, GTE's billing will be at a state level, or at an aggregate account level based on GTE's billing cycles.
6. Where GTE utilizes digital loop carrier ("DLC")⁴ technology to provision the link element of a bundled Exchange Service to an end user customer who subsequently determines to assign the link element to WinStar and receive Exchange Service from WinStar via such link, GTE shall use its best efforts to deliver such link to WinStar on an unintegrated basis, pursuant to WinStar's chosen hand-off architecture, without a degradation of end user service or feature availability.
7. GTE will permit WinStar to co-locate digital loop carriers and associated equipment in conjunction with co-location arrangements WinStar maintains at a GTE wire center, for the purpose of interconnecting to unbundled link elements.
8. To provide future order and trouble reporting GTE shall work cooperatively with WinStar to accommodate WinStar's requirement for an appropriate on-line electronic file transfer arrangement by which WinStar may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.
9. GTE and WinStar agree that WinStar will pay a non-recurring charge to convert a customer's bundled service to unbundled service. The rates will be contained in a Commission approved tariff.

B. Compensation

⁴ See, Orders TR-TSY-002008, *Digital Interface Between the SLC-88 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-002003, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and Interface*.

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The rates for Unbundled Exchange Access Arrangements will be in accordance with Commission approved tariffs. Prior thereto, such arrangements will be made available to WinStar pursuant to the most favorable rates currently extended by GTE to an ALEC.

IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS**A. Description**

GTE and WinStar will provide Interim Number Portability (INP) on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one carrier, in conjunction an Exchange Service provided by the other carrier, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

1. WinStar and GTE will provide reciprocal INP immediately upon execution of this Agreement via remote call forwarding. GTE and WinStar will migrate from INP to a database-driven Permanent Number Portability arrangement as soon as practically possible, without interruption of service to their respective customers and in accordance with the FCC's decision released July 2, 1996 in CC Docket No. 95-116.

2. INP shall operate as follows:

a. A customer of Carrier A elects to become a customer of Carrier B. The customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Carrier A, in conjunction with the Exchange Service(s) it will now receive from Carrier B. Upon receipt of a signed letter of agency from the customer assigning the number to Carrier B, Carrier A will implement one of the following arrangements:

(1) For the initial implementation of the portability of telephone numbers, Carrier A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Carrier B. Carrier A will route the forwarded traffic to Carrier B via the mutual traffic exchange arrangements, as if the call had originated from

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the original telephone number and terminated to the new telephone number.

b. Carrier B will become the customer of record for the original Carrier A telephone numbers subject to the INP arrangements. Carrier A will provide Carrier B a single consolidated master billing statement for INP. Also, GTE will use its best efforts to provide sub-account detail for collect, calling card, and 3rd-number billed calls, and the capability of having billing statements delivered in real time via an agreed-upon Electronic data transfer, or via daily or monthly magnetic tape.

c. Carrier A will update its Line Information Database ("LIDB") listings for retained numbers and cancel calling cards associated with those forwarded numbers.

d. Within two (2) business days of receiving notification from the customer, Carrier B shall notify Carrier A of the customer's termination of service with Carrier B, and shall further notify Carrier A as to the Customer's instructions regarding its telephone number(s). Carrier A will cancel the INP arrangements for the customer's telephone number(s). If the Customer has chosen to retain its telephone number(s) for use in conjunction with Exchange Services provided by Carrier A, Carrier A will simultaneously transition the number(s) to the customer's preferred carrier.

3. Under INP, WinStar and GTE will implement a process to coordinate INP cut-overs with Unbundled Loop conversions within seven (7) business days of receiving notification. WinStar and GTE pledge to use their best efforts to ensure that INP arrangements will not be utilized in instances where a customer changes locations and would otherwise be unable to retain its number without subscribing to foreign exchange service.

4. Per the Florida Public Service Commission's order in Docket No. 950737-TP, WinStar and GTE may continue to develop Direct Inward Dialing-type number portability arrangements.

B. Compensation

1. WinStar and GTE shall provide INP arrangements to one another either at the rates ordered by the Florida Public Service Commission in Docket No. 950737-TP or at WinStar's option,

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other mutually agreed upon rates, except for authorized collect, calling card and 3rd-number billed calls billed to the retained numbers. Any such compensation must be in accordance with the FCC's order released July 2, 1996 in CC Docket No. 95-116.

2. For all traffic terminated between WinStar and GTE to the party whose customer ultimately receives the call, reciprocal compensation charges and Switched Access charges (pursuant to each carrier's respective tariffs), shall apply for POTS traffic and non-POTS traffic. For compensation purposes, a mutually agreed surrogate will have to be developed as neither WinStar nor GTE can classify this traffic.

X. RESPONSIBILITIES OF THE PARTIES

- A. GTE and WinStar agree to treat each other fairly, ~~non-discriminatory,~~ ^{on a reciprocal basis,} and ~~equally~~ ^{with} for all items included in this Agreement, or related to the support of items included in this Agreement. ^{why need}
- B. WinStar and GTE will work cooperatively to minimize fraud associated with 3rd-number billed calls, calling card calls, or any other services related to this Agreement.
- C. WinStar and GTE agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. For network expansion, WinStar and GTE will jointly review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both GTE and WinStar. The Parties agree that new trunk groups will be established and/or existing trunk groups augmented based on sound and standard local telephone company network engineering principles. High usage trunk groups will be used between WinStar end offices and GTE end offices when engineering principles dictate their implementation. GTE and WinStar are required to provide each other the proper call information (e.g., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.
- E. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees for any mutually beneficial network interconnections associated with the reconfiguration for traffic exchange, 911/E911, Interim Number Portability, Meet-point Billing,

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Directory Assistance, Information Services, Common Channel Signalling, and BLV/BLVI connectivity.

- F. With respect to any outstanding issues set forth in this Agreement requiring an additional agreement within ~~90 days~~ ^{OK set number of days}, each party will use its best efforts to address all such outstanding items within that time period. Failure to reach agreement on these additional issues will not affect the enforceability of this Agreement.
- G. WinStar and GTE shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all meet point trunks and trunk groups and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- H. WinStar and GTE shall:
1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 2. Notify each other when there is any change affecting the service requested, including the due date.
 3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 4. Perform sectionalization to determine if trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 6. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.
 7. Provide to each other test-line numbers and access to test lines.

XI. ~~IBM~~

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WinStar and GTE agree to provide service to each other on the terms defined in this Agreement until superseded by amended or additional mutually agreeable arrangements approved by the Commission, whichever occurs first. The term of this Agreement shall be two (2) years from the effective date of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) days' written notice of termination, which termination shall be effective at the end of the then-current term. By mutual agreement, WinStar and GTE may amend this Agreement to extend the term of this Agreement. Also by mutual agreement, GTE and WinStar may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules such regulators might adopt or approve.

XII. INSTALLATION AND MAINTENANCE

Due dates for the installation of the initial local interconnection and meet-point trunks covered by this Agreement shall be based on mutual agreement of the Parties in accordance with the availability of local interconnection facilities, but in no circumstances will the standard provisioning, maintenance and/or repair intervals for facilities provided by each Party exceed the interval for the same or similar services under similar circumstances as provided by that Party to any other ALEC, LEC, and/or itself. WinStar and GTE shall effectuate all the terms of the Agreement within ninety days after execution of this Agreement, in order to facilitate an in-service date of WinStar of no later than March 1, 1997.

XIII. NETWORK MAINTENANCE AND MANAGEMENT

WinStar and GTE will work cooperatively to install and maintain a reliable network. WinStar and GTE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

WinStar and GTE will work cooperatively to apply sound network management principles by involving network management controls to alleviate or to prevent congestion.

- A. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR).
- B. As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups to the Parties'

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Tandem and End Offices. The Parties recognize their joint responsibility for efficient local interconnection trunk routing to Tandem and End Offices, and agree to use the following criteria to determine when direct end office local interconnection trunks should be established:

1. Primary high usage trunk groups will be established between end offices when the trunk group load between those offices exceeds 385 Centum Call Seconds. Parties may agree to establish high usage trunks at a lower threshold level;
 2. Primary high usage trunk groups will be engineered using an Economic Centum Call Seconds of 15; and
 3. Modular trunking will be used with the module size of 24 trunks.
- C.** As set forth in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. GTE will send WinStar a Trunk Group Service Request (TGSR) to trigger changes GTE desires to the Local Interconnection Trunk Groups based on GTE's capacity assessment. WinStar will issue an ASR to GTE:
1. within 10 business days after receipt of the TGSR, upon review of and in response to GTE's TGSR; or
 2. at any time as a result of WinStar's own capacity management assessment, to begin the provisioning process.
- D.** Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned.
- E.** WinStar will be responsible for engineering its network. GTE will be responsible for engineering its network.

XIV. ACCESS TO RIGHTS-OF-WAY

Pursuant to Section 251(b)(4) of the Act, each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on non-discriminatory terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs, contracts, and/or standard agreements.

XV. RESALE

FLORIDA INTERCONNECTION AGREEMENT

GTE agrees to offer to WinStar for resale all telecommunications services that it offers to retail customers (other than limited promotional offers and grandfathered services that are no longer available to new customers, lifeline or link up services, contract service arrangements, installment billing option, 911 and E911 services, interconnection for mobile service providers, services with legislatively or Commission-mandated special discounts) at its retail prices less the avoided costs referred to in Section 252(d)(3) of the Act, which shall be determined by subsequent agreement of the Parties. Nothing herein shall preclude the Parties from agreeing that there are no such avoided costs. If at any time during the term of this Agreement a Commission, the FCC, or court of competent jurisdiction makes a final and effective determination of avoided costs for GTE in Florida, then that determination shall prevail for purposes of this Paragraph unless the Parties previously agreed upon avoided costs.

Further, to the extent the FCC, a Commission, or a court of competent jurisdiction issues an effective order establishing the rates, terms, and/or conditions on which GTE is to provide telecommunications services for resale, then WinStar will be entitled to purchase all such telecommunications services from GTE on such rates, terms, and/or conditions. In addition, if and to the extent that GTE makes available to another ALEC or LEC telecommunications services for resale, regardless of whether on the basis of voluntary agreement, tariff or otherwise (e.g., pursuant to Commission order or as a result of arbitration), GTE simultaneously will provide WinStar with access to those same telecommunications services for resale pursuant to identical rates, terms and/or conditions.

XVI. OPTION TO ELECT OTHER TERMS

If, at any time while this Agreement is in effect, either of the parties to this Agreement provides arrangements similar to those described herein to a third party operating within the same LATAs (including associated Extended Area Service Zones in adjacent LATAs) as for which this Agreement applies, on terms different from those available under this Agreement (provided that the third party is authorized to provide local exchange services), then the other party to this Agreement may opt to adopt either in whole or in part the rates, terms, and/or conditions offered to the third party for its own reciprocal arrangements with the first party. This option may be exercised by delivering written notice to the first party.

The Parties shall comply with any final and effective FCC or Commission order which allows WinStar to elect terms other than those set forth in this Agreement.

XVII. CANCELLATION, CONVERSION, NON-RECURRING OR ROLL-OVER CHARGES

FLORIDA INTERCONNECTION AGREEMENT

Unless mutually agreed otherwise, neither WinStar nor GTE shall impose cancellation charges upon each other for any mutually beneficial network interconnection functions.

XVIII. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations related to the performance are so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

XIX. CONFIDENTIAL INFORMATION

Identification. All information, including but not limited to specifications, microfilm, photocopies magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of public or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) orally 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 twenty (20) calendar days after oral disclosure. Information set forth above in (i)(ii) or (iii) shall be hereinafter collectively referred to as "Confidential Information".

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

FLORIDA INTERNATIONAL UNION AGREEMENT

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- (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 or agents 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.
 - (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.

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.

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 years from the date of the initial disclosure of the Confidential Information.

FLORIDA INTERCONNECTION AGREEMENT**XX. LIABILITY AND INDEMNITY**

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, to the extent proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN This Agreement AND IN EACH PARTY'S TARIFF, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER This Agreement. BOTH PARTIES DISCLAIM, 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.

Limitation of Liability. Each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services for the time period during which the services provided pursuant to this Agreement are inoperative, not to exceed in total the monthly charge imposed by each such Party. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, 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 they may, from time to time, provide advice, make recommendations, or supply other analysis related to the equipment or services described in this Agreement, and, while each 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.

XIII. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, prior to taking any action before any court or regulator, or before making any public statement or disclosing the nature of the dispute to any third Party, the Parties shall first confer to discuss the dispute and seek resolution. Such conference shall occur at least at the Vice President level for each Party. In the

case of GTE, its Vice President of Regulatory Affairs, or equivalent officer, shall participate in the meet and confer meeting, and the WinStar Vice President, Regulatory/Legal Affairs, or equivalent officer, shall participate. Either Party may have recourse to a court and/or regulator if, within five (5) business days of notification, a meeting date cannot in good faith be scheduled.

XCI. MISCELLANEOUS

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.

Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, obligations, and duties to any legal entity that is 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 assumption of the rights, obligations, and duties of the assigning Party. *An "affiliate" shall mean any person or entity, whether or not a legal entity, that is directly or indirectly controlled by, or under common control with, a Party.*

X

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

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

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 as described in this Agreement.

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

Default. If either Party refuses or fails in any material respect properly to perform its obligations under this Agreement, or violates any of the material terms or conditions of this Agreement, such refusal, failure, or violation shall constitute a default. In such event, the non-defaulting Party may so notify the other Party in writing of the default and allow that Party a period of thirty (30) calendar days to cure such default. If the defaulting Party does not cure such default within said thirty (30) calendar days, the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the other Party. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any

Instance shall not be construed as a general waiver or relinquishment of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

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.

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.

Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida and shall be subject to the exclusive jurisdiction of the courts therein.

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

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.

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

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

herein. This Agreement will be effective only upon execution and delivery by both GTE and WinStar.

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, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission for which electronic confirmation of receipt is received. "Business Day" shall mean Monday through Friday, GTE/WinStar holidays excepted. 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:

Attention: Beverly Y. Menard
Regional Director, Regulatory and Industry Affairs
201 North Franklin
Mail Code FLTC0816
Tampa, FL 33602
Facsimile number: (813) 223-4888
Telephone: (813)224-4825

Attention: Anthony Gilman
Associate General Counsel
201 N. Franklin
Mail Code FLTC0007
Tampa, FL 33602
Facsimile number: (813) 228-8267
Telephone: (813) 228-3087

check spacing

W to WinStar:

**Attention: Thomas Veras
Director, Planning and Engineering
WinStar Telecommunications, Inc.
7788 Leesburg Pike, 10th Floor North
Tysons Corner, VA 22043
Facsimile number: (703) 905-5458
Telephone: (703) 905-5478**

**Robert G. Berger
Vice President, Regulatory/Legal
c/o 3000 K Street, N.W., Suite 300
Washington, D.C. 20027
(Fax) (202) 424-7643
(Tel) (202) 424-7635**

Regulatory Approval. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Each Party agrees to cooperate with each other and with any regulatory agency and take what actions are necessary to obtain regulatory approval of this Agreement. If the regulatory agency accepts this Agreement in part and rejects it in part, or makes a material modification to the Agreement as a condition of its approval, either Party may petition a regulatory agency to modify other terms of the Agreement or to cancel this Agreement without penalty or liability to the other Party. Further, during the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

Severability. If approved by the Federal Communications Commission and/or the applicable state utility regulatory commission, if any provision of this Agreement is subsequently held by a court or regulatory body 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 a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

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

Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one

Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

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.

.....

If this Agreement is acceptable to WinStar and GTE, both parties shall sign in the space provided below. This Agreement shall not bind WinStar and GTE until executed by both parties.

Sign Date

Sign Date

Robert G. Berger
Print Name

Print Name

Vice President, Regulatory/Legal
Title

Title

WinStar Wireless of Florida, Inc.

GTE Florida Incorporated

EXHIBIT F

Testimony of Robert G. Berger

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In the matter of

WINSTAR WIRELESS OF FLORIDA, INC.

**Petition for Arbitration Pursuant to
47 U.S.C. § 252(b) of Interconnection Rates,
Terms, and Conditions with**

GTE FLORIDA INCORPORATED

Docket No. _____

**TESTIMONY OF
ROBERT G. BERGER
ON BEHALF OF
WINSTAR WIRELESS OF FLORIDA, INC.**

August 23, 1996

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**DIRECT TESTIMONY OF
ROBERT G. BERGER
ON BEHALF OF
WINSTAR WIRELESS OF FLORIDA, INC.**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Robert G. Berger. My business address is WinStar Communications,
3 Inc., 3000 K Street, N.W., Suite 300, Washington, D.C., 20007.

4 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT ARE YOUR
5 RESPONSIBILITIES?**

6 A. I am the Vice President of Regulatory and Legal Affairs for WinStar. I serve as
7 WinStar's lead negotiator with respect to interconnection arrangements.

8 **Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND
9 PROFESSIONAL EXPERIENCE.**

10 A. I am an honors graduate of Harvard Law School and of Brown University. Prior
11 to my current position at WinStar, I was a Senior Attorney for many years with
12 the telecommunications practice group of Swidler & Berlin representing a wide
13 variety of CLECs, LECs, CAPs, IXC's, cable companies entering into telephony,
14 operator service providers, and shared tenant services providers. At Swidler &
15 Berlin I specialized in state proceedings nationally involving opening up each
16 jurisdiction to local exchange and competitive access provider competition; the
17 regulatory aspects of telecommunications transfers of control and assets, mergers,
18 and issuance of debt and equity; as well as regulation affecting operator services
19 and shared tenant services.

1 **Q. PLEASE DESCRIBE THE OPERATIONS OF WINSTAR WIRELESS OF**
2 **FLORIDA, INC.**

3 **A. WinStar Wireless of Florida, Inc. ("WinStar") is a corporation formed under**
4 **the laws of the State of Delaware for the purpose of developing and operating**
5 **telecommunications networks in major metropolitan areas throughout the**
6 **United States. WinStar is a wholly-owned subsidiary of WinStar Wireless**
7 **Fiber Corp., which, in turn, is a wholly-owned subsidiary of WinStar**
8 **Communications, Inc. ("WCI"), a publicly-traded company whose stock is**
9 **traded over the NASDAQ market system. WCI, through its affiliates,**
10 **including WinStar, specializes in the development and provision of**
11 **telecommunications services throughout the United States. WinStar was granted**
12 **a certificate of public convenience and necessity as an alternative access vendor**
13 **in the State of Florida by the Commission in Docket No. 950241-TA, Order No.**
14 **PSC-95-0586-FOF-TA (issued May 11, 1995; effective June 2, 1995).**
15 **Subsequently, on August 22, 1995, WinStar advised the Commission of its**
16 **intention to provide alternative local exchange telecommunication services.**
17 **WinStar affiliates have been granted authority to provide intrastate dedicated**
18 **(nonswitched) competitive access provider services in 26 states, and competitive**
19 **local exchange service in 12 states. Applications seeking approval to provide**
20 **such services are pending in additional states.**

1 **I. INTRODUCTION AND SUMMARY OF TESTIMONY**

2 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

3 A. My testimony supports WinStar's petition for arbitration of rates, terms and
4 conditions for interconnection and related arrangements filed with the Florida
5 Public Service Commission ("Commission") pursuant to Section 252(b) of the
6 Telecommunications Act of 1996, Pub.L.No. 104-104 § 101(a), 110 Stat. 70,
7 *codified at 47 U.S.C. § 153 et seq.* (the "1996 Act").

8 On March 18, 1996, GTE received a written request from WinStar for
9 interconnection under the 1996 Act. Since that time, WinStar has negotiated in
10 good faith with GTE. Nevertheless, the parties have been unable to reach a
11 binding agreement.

12 **Q. PLEASE DESCRIBE THE REQUEST THAT WINSTAR IS MAKING TO**
13 **THE FLORIDA COMMISSION.**

14 A. Under the arbitration provisions of §252(b) of the 1996 Act, a party "may petition
15 a State commission to arbitrate any open issues" and the petitioner has a duty to
16 present all relevant documentation concerning the unresolved issues, the position
17 of each of the parties with respect to the unresolved issues, and any other issue
18 discussed and resolved by the parties.

1 GTE has failed to execute an interconnection agreement with WinStar
2 pursuant to WinStar's request under the 1996 Act. WinStar petitions under the
3 1996 Act for interconnection subject to the terms and conditions to which GTE
4 is already bound under the 1996 Act and Sections 364.161 and 364.162 of the
5 Florida Statutes.

6 While GTE and WinStar continue to negotiate, the 1996 Act compels
7 WinStar to file its petition within 160 days of GTE's receipt of WinStar's
8 interconnection request to preserve its right to arbitration. WinStar seeks
9 arbitration to compel GTE to implement all of the interconnection terms and
10 conditions to which it is already obligated to provide.

11 **Q. WHAT ISSUES ARE NOT SPECIFICALLY RESOLVED WITH**
12 **REGARD TO THE PROPOSED INTERCONNECTION AGREEMENT?**

13 **A.** WinStar and GTE specifically do not agree on (1) the inclusion of a most favored
14 nations clause(s) in the agreement; (2) the inclusion of "or LEC" language in the
15 agreement; and (3) GTE's provision of directory assistance services to WinStar.
16 I will discuss each of these issues. Significantly, WinStar has been willing to
17 accommodate GTE on a whole series of critical compensation issues such as
18 prices for unbundled loops and ports, reciprocal compensation and prices for
19 interim number portability, so that in turn GTE would accommodate WinStar on
20 several issues, such as most favored nations protection and the assurance of

1 nondiscriminatory treatment, which are critical to WinStar given its 38 GHz
2 technology and corporate size.

3 **Q. HAS WINSTAR REACHED ANY INTERCONNECTION AGREEMENTS**
4 **WITH CARRIERS?**

5 A. Yes. WinStar has entered into interconnection agreements with GTE's sister
6 companies, GTE-California and GTE-Georgia, as well as Pacific Bell (for
7 California), Ameritech (for Illinois), NYNEX (for both New York and
8 Massachusetts) and BellSouth (for all nine states in the BellSouth region).

9 **II. UNRESOLVED ISSUES**

10 **A. MOST FAVORED NATION PROTECTION**

11 **Q. WHY SHOULD WINSTAR BE AFFORDED MOST FAVORED NATION**
12 **PROTECTION?**

13 A. Section 252(i) of the 1996 Act requires that a LEC "make available any
14 interconnection service or network element provided under an agreement . . . to
15 which it is a party to any other requesting telecommunications carrier upon the
16 same terms and conditions as those provided in the agreement." In its
17 *Interconnection Order* (see *In the Matter of Implementation of the Local*
18 *Competition Provisions in the Telecommunications Act of 1996*, FCC Docket No.
19 96-98 (rel. Aug. 8, 1996)) implementing the interconnection provisions of the
20 1996 Act, the FCC held (at paragraph 1316) that Section 252(i) of the Act

1 "entitles all parties with interconnection agreements to "most favored nation"
2 status" The FCC held that such status was essential to maximizing
3 competition by ensuring that carriers obtain access to terms and elements on a
4 nondiscriminatory basis. In fact, there is a most favored nation clause in
5 WinStar's partial agreement with GTE's sister company, GTE-California,
6 governing transit rates.

7 GTE is refusing, however, to include most favored nation provisions in
8 the WinStar/GTE interconnection agreement for Florida. GTE's refusal to
9 include such clauses discriminates against WinStar with regard to access to terms
10 and elements that are being made available to other carriers, but not WinStar, in
11 violation of the federal statute and FCC regulations. Significantly, GTE included
12 a most favored nation clause in the February 19, 1996 MFS/GTE Partial Florida
13 Co-Carrier Agreement, which both GTE and MFS signed and submitted to this
14 Commission for approval after the passage of the 1996 Act. GTE's refusal to
15 include a similar clause in its agreement with WinStar is not only discriminatory
16 in violation of Section 252(i), but also is unreasonable and reflects GTE's failure
17 to negotiate in good faith, in violation of Section 251(c)(1) of the 1996 Act. In
18 addition, the inclusion of a most favored nation clause in the agreement is
19 essential to ensure WinStar's ability to enforce its right to receive

1 nondiscriminatory treatment from GTE, a right to which WinStar is entitled
2 under the 1996 Act.

3 **B. INCLUSION OF "OR LEC" LANGUAGE**

4 **Q. WHY SHOULD THE COMMISSION REQUIRE GTE TO INCLUDE "OR**
5 **LEC" LANGUAGE IN THE INTERCONNECTION AGREEMENT?**

6 A. The issue here is a subset of the most favored nation issue. WinStar proposes
7 that "or LEC" language be included in certain provisions of the GTE/WinStar
8 agreement to ensure that WinStar will receive nondiscriminatory treatment
9 should another CLEC "or LEC" obtain interconnection on terms more
10 favorable than GTE has extended to WinStar. GTE refuses to include the "or
11 LEC" language in the agreement on the basis that GTE is the only LEC in the
12 Tampa LATA. Although GTE may be the only LEC *currently* offering service
13 in the Tampa LATA, the FCC's *Interconnection Order* makes it clear (at
14 paragraph 165) that the 1996 Act requires that all interconnection agreements,
15 including interconnection agreements with neighboring LECs, be submitted to
16 state commissions for approval pursuant to Section 252(e). Accordingly,
17 WinStar is entitled to avail itself of any individual interconnection, service, or
18 element in any agreement that either now or in the future exists between GTE
19 and any neighboring LEC, or any LEC that subsequently enters GTE's service
20 territory to provide competitive local services. As noted in the discussion

1 above, GTE appears to have concluded that it is not discriminatory to treat
2 similarly situated carriers differently, and therefore GTE believes that it is not
3 required to apply most favored nation principles to WinStar. In addition, even
4 if most favored nation principles apply, GTE seeks to circumscribe its
5 obligations by extending most favored nation status only to agreements reached
6 with other CLECs, and thus it would not apply to arrangements entered into
7 with other "incumbent LECs." (As the Commission is likely aware, under
8 Section 252(h) of the 1996 Act "incumbent LEC" is a term of art.) Thus, GTE
9 has refused to incorporate the "or LEC" phrase in relevant provisions in the
10 agreement.

11 The "or LEC" language, however, is critical to ensuring that GTE does
12 not discriminate against WinStar vis-a-vis other LECs. The "or LEC" distinction
13 in the agreement is necessary to recognize that not only are LEC to CLEC
14 agreements required to be filed with the appropriate state commission and subject
15 to most favored nation treatment, but so are agreements between neighboring
16 LECs. In its *Interconnection Order*, the FCC explicitly stated (at paragraph
17 1323) that the nondiscriminatory requirements of Section 252(i) "appl[y] to
18 interconnection agreements between adjacent, incumbent LECs." Such
19 requirements include making LEC to LEC agreements available to new entrants
20 and affording new entrants most favored nation protection.

1 GTE's refusal to include the "or LEC" language in the agreement leaves
2 the door open for GTE to discriminate against WinStar with regard to terms and
3 elements of interconnection by providing more favorable terms and elements to
4 incumbent LECs, in violation of Section 252(i) and the FCC's rules. Moreover,
5 the ambiguity that exists by not including the "or LEC" language in the
6 agreement raises concerns with regard to how a neighboring LEC might be
7 characterized should it seek to commence offering service in GTE's Tampa
8 LATA on a competitive basis. Whereas, the inclusion of such language in the
9 agreement will provide WinStar with assurances that it will be treated in a similar
10 manner as an neighboring LEC when it enters GTE's territory as a competitor.

11 **C. DIRECTORY ASSISTANCE SERVICES**

12 **Q. WHY SHOULD THE COMMISSION REQUIRE GTE TO PROVIDE**
13 **WINSTAR DIRECTORY ASSISTANCE SERVICES?**

14 A. Section 251(b)(3) of the 1996 Act requires all LECs to permit competing
15 providers of telephone exchange service to have nondiscriminatory access to
16 directory assistance services. The February 19, 1996, post-1996 Act, agreement
17 between GTE and MFS includes provisions that require GTE, upon MFS' request
18 and when available, to provide MFS with certain directory assistance services,
19 such as on-line access to GTE's directory assistance database, and caller-optional
20 directory assistance call completion. GTE is to provide these services in a

1 manner that is comparable in every way to the directory assistance services GTE
2 makes available to itself and its own end users. For nearly four months prior to
3 August 21, 1996, language virtually identical to that in the MFS/GTE agreement
4 was included in the WinStar/GTE draft agreement. During that time, these
5 provisions had never been the subject of disagreement or controversy.

6 GTE first notified WinStar of its objections to the inclusion of these
7 directory assistance provisions in the draft GTE/WinStar agreement on the
8 afternoon of August 21, 1996, when GTE provided WinStar with a revised
9 agreement that no longer included the provisions. GTE removed these provisions
10 and initiated this issue just two business days before WinStar's statutory deadline
11 for filing its arbitration petition. GTE's removal of these provisions from the
12 agreement discriminates against WinStar in violation of the 1996 Act to the
13 extent that these provisions have been made available to another carrier -- MFS.
14 Moreover, GTE's last-minute removal of provisions to which it had agreed to in
15 a similar interconnection agreement with another carrier is unreasonable and
16 reflects GTE's failure to negotiate in good faith, in violation of Section 251(c)(1)
17 of the 1996 Act. Significantly, the directory assistance provisions proposed by
18 WinStar would not require GTE to provide these directory assistance services to
19 WinStar *until they become available*. In other words, WinStar is not asking that
20 GTE modify its current practices or capabilities but only asks that when the

1 services become available that they be available to WinStar without further
2 negotiation. This should be an uncontroversial issue, because to the extent that
3 these services do become available, GTE is required to provide such services to
4 WinStar pursuant to Section 251(c)(3) of the 1996 Act. That GTE seeks to avoid
5 its lawful obligations in this transparent of a manner illustrates well GTE's last-
6 minute efforts to game the negotiation process to WinStar's detriment and in
7 violation of law. As of the close of business on August 23, 1996, GTE had
8 orally indicated that it was willing to propose other language addressing its
9 provision of certain directory assistance services to WinStar. As of the filing of
10 this Petition, however, GTE had not provided WinStar with its proposed
11 language.

12 **III. RESOLVED ISSUES**

13 **Q. HAVE WINSTAR AND GTE RESOLVED ANY ISSUES?**

14 **A. Yes. WinStar and GTE have reached agreement on most issues proposed as set**
15 **forth in WinStar's Petition filed with the Commission, the Draft Interconnection**
16 **Agreement attached as Exhibit C to the Petition, and the August 22, 1996**
17 **memoranda attached as Exhibits E and F to the Petition.**

Direct Testimony of Robert G. Berger (GTE Case)

WinStar Wireless of Florida, Inc.

August 23, 1996

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1 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2 **A. Yes it does.**

3

VERIFICATION

I, Robert G. Berger, hereby swear and affirm that I have reviewed the foregoing Petition of WinStar Wireless of Florida, Inc., for Arbitration of Interconnection Rates and Conditions of and further swear and affirm that the factual allegations contained therein are true and correct to the best of my knowledge, information, and belief.


Robert G. Berger
Vice President, Regulatory/Legal WinStar

Dated: August 23, 1996

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of August, 1996 a copy of the foregoing Petition of WinStar Wireless of Florida, Inc. for Arbitration for Interconnection Rates, Terms and Conditions (with accompanying exhibits), was served, via prepaid overnight delivery on the following:

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