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June 28, 1999

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

990858-7P

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

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of Interconnection, Resale and Unbundling Agreement with NEXTLINK Florida, Inc. The agreement consists of a total of 203 pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

ou Kimberly Caswell

KC:tas
Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No.
Filed: June 28, 1999

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

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

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

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

3. The agreement with NEXTLINK (attached hereto as Attachment A) does not discriminate against other similarly situated carriers and is also consistent with the public

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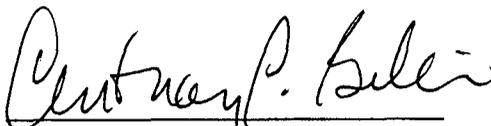
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interest, convenience and necessity. As such, GTEFL seeks approval of the agreement from the Commission as required under the federal statutory provisions noted above.

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

Respectfully submitted on June 28, 1999.

By: 
ou Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for GTE Florida Incorporated

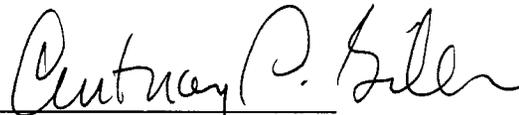
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of Interconnection, Resale and Unbundling Agreement with NEXTLINK Florida, Inc. was sent via overnight delivery on June 25, 1999 to:

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

NEXTLINK Florida, Inc.
Attention: Director, Regulatory Affairs
476 Highway A1A, Suite 8
Satellite Beach, FL 32937

NEXTLINK Florida, Inc.
Attention: Director, Regulatory Affairs
1730 Rhode Island Avenue NW, Suite 1000
Washington, DC 20036



for Kimberly Caswell

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

NEXTLINK FLORIDA, INC.

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APPENDIX 46B
GTE TERMS 46B-1

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made effective as of March _____, 1999, by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and NEXTLINK Florida, Inc., in its capacity as a certified provider of local exchange service ("NEXTLINK"), with its address for this Agreement at 476 Highway A1A, Suite 8, Satellite Beach, Florida 32937 (GTE and NEXTLINK being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Florida only (the "State").

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

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

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

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

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

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

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers and access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by NEXTLINK of certain telecommunications services provided by GTE in its franchise areas for resale by NEXTLINK, the purchase by NEXTLINK of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of NEXTLINK in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Florida Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. NEXTLINK agrees to negotiate nondiscriminatory terms and conditions for the provision of services and facilities to GTE. GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

The services and facilities to be provided to NEXTLINK by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other final judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. GTE will provide notification to NEXTLINK before such a tariff becomes effective, and NEXTLINK may provide input on such proposed tariff. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

ARTICLE II DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
 - 1.1. **"Access Service Request" ("ASR")** means an industry standard form used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.
 - 1.2. **"Act"** means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
 - 1.3. **"Affiliate"** of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.4. **"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
 - 1.5. **"Applicable Law"** shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
 - 1.6. **"Automatic Location Identification/Data Management System" ("ALI/DMS")** means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call.

- 1.7. **"Automatic Number Identification" ("ANI")** refers to the number transmitted through the network identifying the calling party.
- 1.8. **"Bill-and-Keep Arrangement"** means a compensation arrangement whereby the Parties do not render bills to each other for certain forms of interim local number portability or for the termination of local traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.9. **"Bona Fide Request" ("BFR")** process is intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.10. **"Business Day"** shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.11. **"Central Office Switch"** means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.12. **"Centralized Message Distribution System" ("CMDS")** means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.13. **"CLLI codes"** means Common Language Location Identifier Codes.
- 1.14. **"Commercial Mobile Radio Services" ("CMRS")** means a radio communication service provided pursuant to 47 U.S.C. § 332(d)(1), as interpreted by the FCC and the federal courts.
- 1.15. **"Commission"** means the Florida Public Service Commission.
- 1.16. **"Common Channel Signaling" ("CCS")** means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related

services between Signaling Points in the CCS network using SS7 signaling protocol.

- 1.17. **"Competitive Local Exchange Carrier" ("CLEC")** means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.18. **"Currently Available"** means existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function, or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.19. **"Customer"** may mean GTE or NEXTLINK depending on the context and which Party is receiving the service from the other Party.
- 1.20. **"Customer Usage Data"** means that the local telecommunications services usage data of a NEXTLINK customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.21. **"Dedicated Transport"** means an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Wire Centers. Dedicated Transport may extend between two GTE Wire Centers (Interoffice Dedicated Transport ("IDT")) or may extend from the GTE Wire Center to the CLEC premise (CLEC Dedicated Transport ("CDT")). CDT remains within the exchange boundaries of the Wire Center, while IDT traverses exchange boundaries.
- 1.22. **"DS-1"** is a digital signal rate of 1.544 Mbps or a service carried at that rate.
- 1.23. **"DS-3"** is a digital signal rate of 44.736 Mbps or a service carried at that rate.
- 1.24. **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.25. **"EMR"** means the Exchanged Message Record which is an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.26. **"Enhanced 911 Service" ("E-911 Service")** is a method of routing 911 calls to a Public Service Answering Point that uses a customer location database

to determine the location to which a call should be routed. E-911 service includes the forwarding of the caller's Automatic Number Identification ("ANI") to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification ("ALI") on a terminal screen at the answering Attendant's position, and usually includes selective routing.

- 1.27. **"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.28. **"Expanded Interconnection Service" ("EIS")** has the same meaning as that term is used in the FCC's First Report and Order in CC Docket No. 96-98, and means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave and other forms of collocation and interconnection with fixed wireless facilities is available on a case-by-case basis where feasible.
- 1.29. **"Facility"** means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.
- 1.30. **"FCC"** means the Federal Communications Commission.
- 1.31. **"GTOC"** means GTE Telephone Operating Company.
- 1.32. **"Guide"** means the GTE Open Market Transition Order/Processing Guide/CLEC Customer Guide, which contains GTE's operating procedures for preordering, ordering, provisioning, trouble reporting and repair for resold services and Unbundled Network Elements and GTE's CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE's Switched Network with the networks of all certified CLECs for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement or as required by the Act, applicable FCC orders, or State law, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed.
- 1.33. **"Hazardous Chemical"** means as defined in the U.S. Occupational Safety and Health ("OSHA") hazard communication standard (29 CFR § 1910.1200), any chemical which is a health hazard or physical hazard.

- 1.34. **"Hazardous Waste"** means as described in Resource Conservation and Recovery Act ("RCRA"), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.35. **"Imminent Danger"** means as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.36. **"Incumbent Local Exchange Carrier" ("ILEC")** means any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. § 69.601(b) of the FCC's regulations.
- 1.37. **"Interim Number Portability" ("INP")** means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.38. **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.39. **"Interexchange Carrier" ("IXC")** means a telecommunications service provider authorized by the FCC to provide interstate and/or international long distance communications services between LATAs and/or authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.40. **"Internetwork Facilities" or "Interconnection Facility"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.
- 1.41. **"ISDN User Part" ("ISUP")** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.42. **"LATA"** means Local Access and Transport Area. A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.

- 1.43. **"Line Information Data Base" ("LIDB")** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 1.44. **"Line Side"** refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a NID. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and a NID.
- 1.45. **"Local Exchange Carrier" ("LEC")** means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.46. **"Local Exchange Routing Guide" ("LERG")** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.47. **"Local Number Portability" ("LNP")** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one LEC to another.
- 1.48. **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS." Pending resolution of the issue by the FCC and/or the Commission in a decision binding on GTE, Local Traffic excludes Information Service Providers ("ISP") traffic (e.g., Internet, etc.).
- 1.49. **"Main Distribution Frame" ("MDF")** means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.50. **"Meet-Point Billing" ("MPB")** refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of

the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

- 1.51. **"MECAB"** refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.52. **"MECOD"** refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.53. **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.
- 1.54. **"NANP"** means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, Guam, the Northern Mariana Islands, and the Caribbean countries that employ NPA 809.
- 1.55. **"Network Interface Device" ("NID")** means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1.56. **"Numbering Plan Area" ("NPA")** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 1.57. **"NXX," "NXX Code," "Central Office Code," or "CO Code"** is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.58. **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.59. **"Owner and Operator"** means as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.60. **"Pole Attachment"** has the meaning as set forth in Article X and Appendix J of this Agreement.
- 1.61. **"Provider"** may mean GTE or NEXTLINK depending on the context and which Party is providing the service to the other Party.
- 1.62. **"Public Safety Answering Point" ("PSAP")** means an answering location for E911/911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.63. **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal ("V&H") coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.64. **"Right-of-Way" ("ROW")** means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air

space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 1.65. **"Routing Point"** denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.66. **"Service Control Point" ("SCP")** is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.67. **"Service Switching Point" ("SSP")** means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.68. **"Shared Transport"** means the physical interoffice facility, not dedicated to any one customer, that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (GTE end user or NEXTLINK end user when NEXTLINK has purchased unbundled switching), and are referred to as "shared transport facilities."
- 1.69. **"Signaling Point" ("SP")** means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.70. **"Signaling System 7" ("SS7")** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.71. **"Signal Transfer Point" ("STP")** means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs.

STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.

- 1.72. **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.73. **"Synchronous Optical Network" ("SONET")** means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.74. **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.75. **"Telecommunications Services"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.76. **"Third Party Contamination"** means environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting a facility.
- 1.77. **"Trunk Side"** refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.78. **"Unbundled Network Elements" ("UNEs")** generally means a facility or equipment used in the provision of a Telecommunications Service. Specific references to UNEs contained throughout this Agreement shall be to the network elements that are to be unbundled pursuant to Article VII of this Agreement. Such UNEs shall include the features, functions, and capabilities that are provided by means of such facility or equipment, including, where applicable, subscriber numbers, databases, signalling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.
- 1.79. **"Undefined Terms"** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

- 1.80. **"Vertical Features" (including "CLASS Features")** means vertical services and switch functionalities provided by GTE, including but not necessarily limited to: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.
- 1.81. **"Wire Center"** means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date established pursuant to section 33 of this Article III and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue if a Party requests negotiations for a new agreement until this Agreement has been replaced by a new agreement, or, in the event that either Party initiates and pursues in good faith the negotiation of a new agreement on or before 90 days prior to the end of the then current term, for 180 calendar days following the end of the then-current term (as may be extended under subsection 2.1 above), whichever occurs first. If a new agreement is not effective within 180 calendar days following the end of the then-current term (as may be extended under subsection 2.1 above), the existing service arrangements may continue without interruption under (a) a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged

default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

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

2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

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

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

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

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

6. Responsibility for Payment. All charges for Services provided under this Agreement will be billed to Customer, including all applicable taxes and surcharges. In addition, the End User Common Line (EUCL) Charge from GTOC Tariff FCC No. 1 is applicable to Resold Services that GTE provides to NEXTLINK. Customer is responsible for payment of charges billed regardless of any billing arrangements or situation between Customer and its end user customer.

7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, NEXTLINK and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement. Such exchange will be in conformance with MECAB and MECOD guidelines to the extent that the Parties adhere to those guidelines as part of the billing practices used in their normal course of business. If the Parties are unable to fully exchange the necessary information because a Party's billing practices do not conform with MECAB or MECOD guidelines, the Parties will negotiate a mutually acceptable alternative means of exchanging the information.
 - 7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues. The billed Party may withhold payment of disputed funds billed by Provider. The funds, plus accumulated interest, shall be dispersed to the proper Party or Parties upon resolution of the dispute.

 - 7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

 - 7.3 Due Date. Payment is due 30 calendar days from the bill date.

 - 7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited

Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
9. Capacity Planning and Forecasting. Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, Network Elements, INP, Interconnection Services, Collocation, Poles, Conduits and Rights of Way (ROW). Such responsibilities shall include but are not limited to the following:
 - (a) The Parties will establish periodic reviews of network and technology plans and will make best efforts to notify one another at least six (6) months in advance of changes that would impact either Party's provision of services.
 - (b) NEXTLINK will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
 - (c) The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
 - (d) NEXTLINK shall notify GTE promptly of changes to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.
10. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
11. Confidential Information.
 - 11.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such

and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

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

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

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

- 11.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the Source, was received in good faith from a Third Party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the Source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the Source and shall reasonably cooperate if the Source deems it necessary to seek protective arrangements.
- 11.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
12. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
13. Cooperation on Fraud Minimization. Each Party assumes responsibility for all fraud associated with its end user customers and accounts. Neither Party shall have responsibility for, or be required to investigate or make adjustments to the other Party's account in cases of fraud. The Parties agree that they shall cooperate with one another to resolve cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
14. Dispute Resolution.
- 14.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to the interpretation of this Agreement or its breach. Nothing in this subsection 14.1, however, shall divest the Commission, the FCC, or state or federal courts of any jurisdiction they otherwise have over matters of public policy or interpretation of, and compliance with, state or federal law, and

either Party may seek redress from the Commission, the FCC, or state or federal court to resolve such matters.

- 14.2 **Negotiations.** At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 14.3 **Arbitration.** If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 14.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 14.5 Costs. Each Party shall bear its own costs of these procedures, including the costs of responding to reasonable discovery. If the arbitrator finds that a Party's discovery requests require the responding Party to undertake unreasonable or unnecessarily burdensome efforts or expense, the Party seeking discovery shall reimburse the responding Party the costs of production of documents in response to such requests (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 14.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.
15. 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.
16. 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.
17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor through no fault of the Party responsible for obtaining that equipment, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the

Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned. In addition, each Party shall be responsible for labor relations with its own employees. As soon as practicable, a Party experiencing labor difficulties with its employees that either directly or indirectly are delaying or otherwise interfering with that Party's timely performance under this Agreement shall notify the other Party and shall minimize impairment of service to the other Party to the same extent that the Party minimizes impairment of service to its own end-user customers, affiliates, and other carriers.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside.
20. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard approaches and/or establishing its own standard approaches to various requirements hereunder applicable to CLEC industry which may be added in the Guide. NEXTLINK agrees that GTE may implement such approaches to satisfy any GTE obligations under this Agreement, to the extent that these approaches are otherwise consistent with this Agreement and do not result in unlawful discrimination against NEXTLINK.
21. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
22. Independent Contractor Relationship. The persons who implement this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees or contractors 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.

23. Law Enforcement Interface.

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

24. Liability and Indemnity.

- 24.1 Indemnification. Subject to the limitations set forth in Section 24.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for

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

- 24.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified 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, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified 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, suffered, made, instituted, or asserted by any Third Party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.
- 24.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 24.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges for the Services, Unbundled Network Elements or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of

equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

- 24.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any Third Party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Third Party.
25. 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.
26. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
27. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
28. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, internet or electronic messaging system, which shall be effective if sent before 5:00 p.m., recipient's local time, on that day, or if sent after 5:00 p.m., recipient's local time, it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

GTE Florida Incorporated
Attn: Assistant Vice President/Associate General Counsel
Business Development & Integration
600 Hidden Ridge - HQE03J43
Irving, TX 75038
Telephone: (972) 718-6361
Facsimile: (972) 718-3403

and

GTE Florida Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge - HQE03D52
Irving, TX 75038
Telephone: (972) 718-5988
Facsimile: (972) 719-1519

If to NEXTLINK:

NEXTLINK Florida, Inc.
Director, Regulatory Affairs
476 Highway A1A, Suite 8
Satellite Beach, FL 32937
Telephone: (407) 779-8585
Facsimile: (407) 779-8882

and

NEXTLINK Florida, Inc.
Director, Regulatory Affairs
1730 Rhode Island Avenue NW, Suite 1000
Washington, D.C. 20036
Telephone: (202) 721-0999
Facsimile: (202) 721-0995

29. Protection.

29.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its

affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

- 29.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.
30. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, Unbundled Network Elements or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement, for promotional or other commercial purposes shall be subject to prior written approval of both GTE and NEXTLINK.
31. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
32. Changes in Legal Requirements. GTE and NEXTLINK further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements that subsequently may be prescribed by final and effective action of any federal, state, or local governmental authority will be deemed to automatically supersede any terms and conditions of this Agreement. Notwithstanding this section, neither Party waives any rights it otherwise has to dispute any action taken or not taken by the other Party in reliance on this section 32.
33. Effective Date. The "effective date" of this Agreement shall be the date referenced in the first paragraph of this Agreement. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be ten (10) Business Days after such approval. Such date (i.e., ten (10) Business

Days after the approval) shall become the "effective date" of this Agreement for all purposes.

34. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
35. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
37. Service Standards.
 - 37.1 The Parties hereby acknowledge the exchange of Performance Measures as described in Appendix 37A. The Performance measures detail the areas of performance to be tracked and reported in accordance with the provision of services under the terms and conditions of this Agreement. The results of these Performance Measures shall be used to indicate the level of quality of service GTE provides to NEXTLINK. The service quality standards included in Appendix 37A reflect the standards that GTE currently makes available to all CLECs. By agreeing to include those standards in Appendix 37A, NEXTLINK does not agree that GTE's compliance with those standards necessarily satisfies GTE's obligations under the Act or state law, and NEXTLINK reserves the right to dispute whether the service quality GTE provides to NEXTLINK complies with the Act or state law, regardless of whether that service quality complies with the standards in Appendix 37A. GTE will make available to NEXTLINK, upon request to its GTE Account Manager, the monthly CLEC standard report with comparisons in performance compiled on a rolling three-month basis.
 - 37.2 Each Party may provide input to the Commission, the FCC, and various telecommunications industry forums defining or establishing national or state-specific standards for methods of quality measurement, reporting, and remedies. The Parties agree that the Performance Measures identified in Section 37.1 of this Article are provisional, subject to expansion by GTE and evolution within the industry. The Parties further agree that such Performance Measures are subject to further modification by final and binding orders, rules, and decisions of the Commission and/or FCC thereby defining or establishing national or state-specific standards for methods of quality measurement, reporting, and remedies.

- 37.3 Subsequent to GTE's adoption and system implementation of applicable industry, Commission, or FCC standards, measurements, reporting, and remedies, the Parties shall implement those new and/or modified requirements as they continue to evolve. In doing so, the Parties agree that the Performance Measures identified in Section 37.1 of this Article shall be replaced in their entirety.
- 37.4 The Parties shall notify each other of any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance. Such notification, however, shall not relieve either Party of its obligations or responsibilities under this Agreement or applicable law.
38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of final and effective action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party. To the extent not inconsistent with this section 38, the Parties' existing service arrangements may continue without interruption under (a) a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.
39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
40. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by final and effective action of any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
41. Taxes. Any federal, state or local taxes (excluding any taxes levied on income), fee, surcharge, or other tax-like charge imposed, or sought to be imposed, on or with respect to the services provided under this Agreement

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

- 41.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 41.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, universal service, Telecommunications Relay Service, and Commission surcharges.

42. 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.

43. 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.
44. Environmental Responsibility.
 - 44.1 GTE and NEXTLINK agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970 ("EH&S Laws"). Each Party has the responsibility to notify the other if Compliance inspections occur and/or citations are issued that impact any aspect of this Agreement such as occurring on a LEC Facility or involving NEXTLINK potential employee exposure.
 - 44.2 GTE and NEXTLINK shall provide notice of known and recognized physical hazards or hazardous chemicals that must include providing Material Safety Data Sheets (MSDSs) for materials existing on site or brought on site to the Facility. Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.
 - 44.3 GTE will make available additional environmental control or safety procedures for NEXTLINK to review and follow when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of GTE for safety and environmental protection.
 - 44.4 Any materials brought, used or remaining at the Facility by NEXTLINK are owned by NEXTLINK. NEXTLINK will indemnify GTE for these materials. No substantial new safety or environmental hazards can be created or new hazardous materials can be used at a GTE Facility. NEXTLINK must demonstrate adequate emergency response capabilities for its materials used or remaining at the GTE Facility.

- 44.5 If Third Party contamination is discovered at a GTE Facility, the Party uncovering the condition must notify the proper safety or environmental authorities, to the extent required under EH&S laws. NEXTLINK will consult with GTE prior to making the notification, unless the time required for prior consultation would preclude NEXTLINK from complying with the applicable reporting requirement. NEXTLINK must also notify GTE of Third Party contamination it discovers at GTE facilities.
- 44.6 NEXTLINK should obtain and use its own environmental permits, approvals, or identification numbers, to the extent such permits, approvals, or identification numbers are required under applicable EH&S Laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to NEXTLINK, GTE's permit, approval, or identification number may be used, and NEXTLINK must comply with all of GTE's environmental practices/procedures relating to the activity in question, including use of environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites in accordance with GTE's selection criteria.
- 44.7 NEXTLINK visitors must comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 44.8 GTE and NEXTLINK shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, GTE and NEXTLINK must develop a cost sharing procedure.
- 44.9 Notwithstanding Section 23, with respect to environmental responsibility under this Section 44, GTE and NEXTLINK shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, Third Party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage, and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses proximately caused by the indemnifying Party's negligent or willful misconduct regardless of form, or in connection with the violation or alleged violation of any applicable requirement with respect to the presence or alleged presence of contamination arising out of the indemnifying party's acts or omissions concerning its operations at the Facility.
- 44.10 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).

45. TBD Prices. Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to NEXTLINK ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non-recurring charge ("NRC") for a specific network element, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by NEXTLINK to GTE, and any overpayment shall be refunded by GTE to NEXTLINK, within 45 Business Days after the establishment of the price by the Commission.
46. Amendment of Certain Rates, Terms, and Conditions. The rates, terms, and conditions in this Agreement that are specified in Attachment 46A (the "AT&T Terms") were taken from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement) approved by the Commission in Docket No. 960847-TP. The rates, terms, and conditions not included in this Agreement but referenced in Attachment 46B (the "GTE Terms") were excluded from the AT&T Agreement by the Commission in Docket No. 960847-TP. GTE and NEXTLINK agree that if the "AT&T Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "AT&T Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed and enjoined "AT&T Terms", and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and NEXTLINK further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify or reinstate the FCC's First Report and Order, in whole or in part ("Action"). To the extent warranted by any such Action, the Parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 45. The Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such Action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the "AT&T Terms" are

affected by such Action and they cannot be applied in a manner consistent with that Action, the "GTE Terms" shall apply. NEXTLINK acknowledges that GTE may seek to enforce such Action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "AT&T Terms" are further subject to amendment to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to the "AT&T Terms" required as a result of any final Commission and/or court order resolving the appeal of, or other litigation over, the interconnection agreement from which the "AT&T Terms" are derived, shall be incorporated into this Agreement according to the terms of that final order, including any retroactive application of that amendment. The results of any future Commission or other proceedings shall be incorporated into this Agreement according to the terms of the final Commission and/or court order resolving that proceeding, including any retroactive application of those results.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 46, this entire Agreement is void and will not become effective, and the Parties agree to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court). If this Agreement is voided by operation of this provision, the Parties agree to immediately begin negotiations for a new agreement, and to treat the date that this Agreement became void as the one hundredth (100th) calendar day from GTE's receipt of a renewed request for negotiations by NEXTLINK for negotiations under Section 252 of the Act.

ARTICLE IV
GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to NEXTLINK for resale and unbundled network elements provided by GTE to NEXTLINK, when appropriate, unless otherwise specified in this Agreement. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "NEXTLINK" as defined in this Agreement.

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

 - 2.2 NEXTLINK Tariffs or Contracts. GTE shall not be liable to NEXTLINK's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not and regardless of notification by NEXTLINK of the possibility of such damages, and NEXTLINK shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a Third Party beneficiary relationship with NEXTLINK's end users. To the extent practicable, NEXTLINK will include a provision in its tariffs, price lists, or contracts for services provided to end-users so limiting the liability of other LECs, like GTE, that provide underlying services, facilities, or network elements.

 - 2.3 No Liability for Errors. GTE is liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to NEXTLINK for any ongoing NEXTLINK service, sales, or repair inquiries only to the extent that GTE would be liable to its own end-user or

other carrier customers under similar circumstances. With respect to mistakes or incorrect referrals for which GTE would not otherwise be liable, NEXTLINK shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including NEXTLINK's end users or employees. For purposes of the indemnity provided in this Section 2.3, mistakes and incorrect referrals for which GTE would not otherwise be liable shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures. If NEXTLINK submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end user notifies GTE that the end user did not authorize NEXTLINK to provide local exchange services to the end user, NEXTLINK must provide GTE with confirmation in an industry-acceptable format of authorization from that end user within thirty (30) Business Days of notification by GTE. If NEXTLINK cannot provide such confirmation of authorization within such time frame, NEXTLINK must within three (3) Business Days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to NEXTLINK was made; and
- (b) provide any end user information and billing records NEXTLINK has obtained relating to the end user to the LEC previously serving the end user; and
- (c) notify the end user and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill NEXTLINK fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.

4. Impact of Payment of Charges on Service. NEXTLINK is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If NEXTLINK fails to pay when due any and all charges billed to NEXTLINK under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) Business Days after the due date of such Unpaid Charges excepting previously disputed

charges for which NEXTLINK may withhold payment, GTE shall notify NEXTLINK in writing that it must pay all Unpaid Charges to GTE within seven (7) Business Days. If NEXTLINK disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If NEXTLINK and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either NEXTLINK or GTE may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if NEXTLINK owes payment it shall make such payment to GTE with any late payment charge under Article III, Section 7.2, from the original payment due date. If NEXTLINK owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. GTE may discontinue service to NEXTLINK upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to NEXTLINK or NEXTLINK's end users in the event of such disconnection.

5. Unlawful Use of Service. Services, facilities or unbundled elements provided by GTE pursuant to this Agreement shall not be used by NEXTLINK or its end users for any purpose in violation of law. NEXTLINK, and not GTE, shall be responsible to ensure that NEXTLINK and its end users' use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to NEXTLINK or may disconnect particular services, facilities or unbundled elements provided under this Agreement to NEXTLINK or, as appropriate, NEXTLINK's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to NEXTLINK, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of NEXTLINK and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.
6. Timing of Messages. With respect to GTE resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the

called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Timing of messages applicable to GTE's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.

7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix H. Pursuant to Appendix H, NEXTLINK shall pay all costs and expenses for any new or modified electronic interfaces NEXTLINK requests that are unique to NEXTLINK and that GTE determines are technically feasible and GTE agrees to develop; Provided, however, in the event that other LECs subsequently request any specific and unique interface for which GTE has previously been paid by NEXTLINK, for the first ten such LECs, GTE shall reimburse NEXTLINK for a pro rata portion of the amount previously paid by NEXTLINK, to the extent GTE is reimbursed by the LEC(s) for such interface. The schedule for implementation of any new or modified electronic interfaces will be developed by GTE in cooperation with NEXTLINK and according to industry standards and will be based upon the amount of work needed to design, test and implement the new or modified interface.
8. Letter of Authorization.
 - 8.1 Customer Proprietary Network Information. GTE will not release the Customer Service Record ("CSR") containing Customer Proprietary Network Information ("CPNI") to NEXTLINK on GTE end user customer accounts unless NEXTLINK first provides to GTE a written Letter of Authorization ("LOA"), signed by the end user customer, authorizing the release of such information to NEXTLINK, or if state or federal law provides otherwise, in accordance with such law.
 - 8.2 Order Processing. An LOA will be required before GTE will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than NEXTLINK. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and NEXTLINK.
9. Customer Contacts. Except as otherwise provided in this Agreement or as agreed to in a separate writing by NEXTLINK, NEXTLINK shall provide the exclusive interface with NEXTLINK's end user customers in connection with the marketing or offering of NEXTLINK services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with NEXTLINK's end users, such personnel shall not identify themselves as representing GTE.

All forms, business cards or other business materials furnished by GTE to NEXTLINK end users shall bear no corporate name, logo, trademark or trade name other than NEXTLINK's. In no event shall GTE personnel acting on behalf of NEXTLINK pursuant to this Agreement provide information to NEXTLINK end users about GTE products or services.

ARTICLE V
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.
- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to NEXTLINK or by NEXTLINK to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and NEXTLINK. The services and facilities described in this Article shall be referred to in this Article V as the "Services."
2. Billing and Rates.
- 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof. NEXTLINK's separate rates and charges are also set forth in Appendix C attached hereto and made a part hereof.
- 2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered. Additional matters relating to ordering, provisioning, and billing are included in Appendix H attached to this Agreement and made a part hereof.
- 2.3 Billing Specifications. The Parties agree that billing requirements and outputs will be consistent with the Bellcore Output Specifications ("BOS").
 - 2.3.1 Usage Measurement. Usage measurement for calls shall begin when answer supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, including time released call disconnect.

2.3.2 Minutes of Use. Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS, and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 of this Article. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 of this Article. Only traffic originated by and/or terminated to a Party's or the Parties' end user customer(s) is to be exchanged. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state-level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix C. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll, and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs or price lists, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a joint traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than

60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix C of this Agreement; provided, however, that neither Party may initiate commencement of mutual compensation until the Commission or the FCC, in a decision binding on GTE, has resolved the issue of whether ISP traffic is Local Traffic. Mutual compensation shall begin on the next billing cycle at least ten (10) business days following such notice and shall continue until such time as a subsequent traffic study indicates, in the aggregate, that neither Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic (referred to as "Traffic Balance"). Such a subsequent traffic study may be requested by either Party no more frequently than once every six months, and the Bill-and-Keep Arrangement described in this subsection shall resume on the next billing cycle at least ten (10) business days following notification by either Party that Traffic Balance exists. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.3 Tandem and Transit Switching Traffic. GTE shall provide tandem switching for traffic between GTE end offices subtending its access tandems ("tandem switching"), as well as for traffic between NEXTLINK's end users and any Third Party that is interconnected to GTE's access tandems ("transit tandem switching"), and NEXTLINK shall provide switching between GTE's end users and any Third Party that is directly interconnected with NEXTLINK's switch(es) ("transit switching"), as follows:

- 3.3.1 The originating Party will compensate the tandem/transit switching Party for each minute of originated tandem/transit switched traffic that terminates to a Third Party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.
- 3.3.2 The originating Party also assumes responsibility for compensation to the company that terminates the call.
- 3.3.3 The Parties agree to enter into their own agreements with Third Parties. In the event that NEXTLINK sends traffic through GTE's

network to a Third Party with whom NEXTLINK does not have a traffic interexchange agreement, NEXTLINK agrees to indemnify GTE for any termination charges rendered by the Third Party for such traffic.

3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic (including optional EAS) originating on each other's network at and after such time as NEXTLINK has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. NEXTLINK may interconnect with GTE at any of the Currently Available points required by the FCC. NEXTLINK may request, and GTE shall consider, interconnection at additional points on an individual case basis. Interconnection will be as specified in the following subsections. The installation timeline may vary based on the configuration, but GTE will work with NEXTLINK in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with the Act and applicable FCC or State requirements.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are appropriate to support the type of interconnection requested.

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

(b) A Virtual or Physical EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

(c) A Special Access arrangement and/or CLEC Dedicated Transport arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and Physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article IX, Section 1.3.

4.2 Compensation. Unless the Parties otherwise mutually agree, the Parties agree to the following compensation for internetwork facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities shall be negotiated by the Parties and updated quarterly in like manner or as the Parties otherwise agree. NEXTLINK will charge flat rated transport to GTE for NEXTLINK facilities used by GTE at the rates in NEXTLINK's tariff or price list, or as mutually agreed. NEXTLINK will apply charges based on the lesser of: (i) the airline mileage from the "IP" to the NEXTLINK switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. Charges for EIS cross-connect facilities used to connect NEXTLINK's collocated equipment with GTE's switch will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. NEXTLINK will charge GTE flat rated transport at the rates in NEXTLINK's tariff or price list, or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. NEXTLINK will apply charges based on the lesser of: (i) the airline mileage from the "IP" to the NEXTLINK switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 Special Access and/or CLEC Dedicated Transport: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an

initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

- 4.3.1 The Parties shall establish and maintain trunks over which each Party shall terminate to its end users the Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated by the end users of the other Party.
- 4.3.2 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of local traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.3 NEXTLINK and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. NEXTLINK and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. The Parties shall establish and maintain separate trunk groups for the following: (1) to originate and terminate interLATA calls when either Party is acting as an IXC and ordering switched access service from the other Party; (2) to provide joint Switched Access Service to IXCs; and (3) for routing data traffic, to the extent technically feasible. To the extent NEXTLINK desires to have any IXC originate or terminate traffic to NEXTLINK using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of NEXTLINK to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and NEXTLINK. If the IXC subsequently indicates that it does not want the traffic routed to or from NEXTLINK, GTE will not route the traffic to or from NEXTLINK.

- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.
- 4.3.4 NEXTLINK and GTE will reciprocally provide Percent Local Usage ("PLU") factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The Parties agree to the initial PLU factor as set forth in Appendix C.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.6 NEXTLINK and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 Signaling System 7 ("SS7") Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling ("MF") will be used as specified.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 For purposes of exchanging data traffic, the Parties will support intercompany 64kbps clear channel where available.

- 4.3.10 Orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an Access Service Request ("ASR"), or another industry standard eventually adopted to replace the ASR for local service ordering as referenced in Appendix H.
- 4.4 Network Redesigns Initiated by GTE. GTE will not charge NEXTLINK when GTE initiates its own network redesigns/reconfigurations, but GTE shall make best efforts to notify NEXTLINK of any GTE network redesigns/reconfigurations that will affect NEXTLINK's facilities sufficiently in advance to enable NEXTLINK to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their end users.
- 4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.
- 4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 of this Article.
- 4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office to which the connection is made and its remotes.
5. Indirect Network Interconnection. The Parties agree to use their best efforts to establish direct interconnections for the exchange of traffic and to use indirect interconnection only if traffic volumes do not justify direct connection and both Parties subtend another LEC's tandem. Unless the Parties mutually agree otherwise, NEXTLINK shall not deliver traffic destined to terminate at a GTE end office via another LEC's end office, and NEXTLINK shall not deliver traffic destined to terminate at an end office subtending a GTE access tandem via another LEC's access tandem or switch, nor shall GTE deliver traffic destined to terminate at NEXTLINK's switch via another LEC's access tandem or switch, until such time as compensation arrangements have been established in accordance with Sections 3.1 and 3.4 of this Article.
6. Number Resources.
- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact NEXTLINK's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code

Assignment Guidelines. Any request for numbering resources by NEXTLINK shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to NEXTLINK. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. NEXTLINK shall not request number resources to be assigned to any GTE switching entity.

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

6.2 **Rate Centers.** For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their respective toll rates to their end user customers, NEXTLINK shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LECs and shall assign whole NPA-NXX codes to each Rate Center. This adoption is for the sole purpose of compensation between the Parties and shall not limit NEXTLINK's ability to define local calling areas for its end user customers.

6.3 **Routing Points.** NEXTLINK will also designate a Routing Point for each assigned NXX code. NEXTLINK may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively NEXTLINK may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by NEXTLINK within an existing GTE exchange area and LATA.

6.4 **Code and Numbers Administration.** The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a nondiscriminatory and competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect NEXTLINK proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 11 of this Agreement.

6.5 **Programming Switches.** It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the

Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability.

7.1 General. The Parties shall develop and deploy number portability in accordance with the Act and all applicable FCC, State, and Commission requirements and industry standards. Upon implementation of permanent local number portability ("LNP"), the Parties shall transition all interim local number portability ("INP") customers and their services to LNP methods within a mutually agreeable time frame and discontinue further use of interim methods of number portability.

7.2 Interim Number Portability. Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end user customers to change service-providing Parties within the same wire center without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF") and/or direct inward dialing ("DID"). Either Party may request another form of INP on an individual case basis and subject to terms and conditions negotiated between the Parties.

7.3 Remote Call Forwarding. Until permanent number portability is implemented, the Parties agree to provide service provider number portability using RCF to each other on a Bill-and-Keep basis. Neither Party shall bill the other for nonrecurring or recurring charges for ported numbers, and Provider shall retain all access charge revenues for interexchange calls terminated to ported numbers. After permanent number portability is implemented, the Parties agree to renegotiate compensation for number portability, if necessary, in accordance with permanent number portability requirements. The number of lines/talk paths per ported number that are subject to Bill-and-Keep compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the Bill-and-Keep compensation described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for such compensation can only be increased by mutual consent of the Parties.

7.4 Direct Inward Dialing. DID provisioning of INP requires a dedicated trunk group between the GTE end office where the DID numbers are served and the NEXTLINK switch. If there are no existing facilities between GTE and NEXTLINK, the dedicated facilities and transport trunks will be provisioned as

switched access or unbundled service using the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using an LSR. NEXTLINK may purchase DID trunk service from GTE using only the LSR at the wholesale rates set out in Appendix E.

8. Meet-Point Billing.

8.1 Meet-Point Arrangements.

- 8.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified in this Article.
- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable NEXTLINK to sub-tend the GTE access tandem(s) nearest to the NEXTLINK 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, NEXTLINK shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 8.1.5 NEXTLINK and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the MECAB document, NEXTLINK and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by NEXTLINK and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

8.1.7 NEXTLINK and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by NEXTLINK and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.

8.2.2 Subsequently, NEXTLINK and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by NEXTLINK and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

9.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 9 of this Article and Appendix I attached to this Agreement and made a part hereof. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling

Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

- 9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 9.4 Connection Through STP. NEXTLINK must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section and Appendix I attached hereto, take place only through appropriate STP pairs.
- 9.5 Third Party Signaling Providers. NEXTLINK may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the Third Party to act on behalf of NEXTLINK in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.
- 9.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.
10. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity. "Equal in quality" shall mean that the Service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same Service at the same location under the same terms and conditions.
11. Network Outages. GTE shall work with NEXTLINK to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in GTE wire center or access tandem. Each Party shall be responsible for notifying the other Party of significant outages which could impact or degrade the other Party's switches and services.

ARTICLE VI
RESALE OF SERVICES

1. General. The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from GTE and resold by NEXTLINK and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, the Act, and FCC or Commission requirements, provisioning of Exchange Services for resale will be governed by the GTE Guide. GTE will make available to NEXTLINK for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.2 below.
2. Terms and Conditions.
 - 2.1 Quality and Performance. GTE shall provide Services to NEXTLINK that are equal in quality and performance standards to the same Services provided by GTE to its own end user customers, its affiliates, and to other providers using GTE Services on a resold basis.
 - 2.2 Restrictions on Resale. This section is intentionally left blank. At such time as NEXTLINK desires to resell GTE services, the Parties agree to negotiate the terms and conditions of this section and to amend this Agreement accordingly. NEXTLINK shall not resell GTE services until such amendment is effective. This section may be superceded by the provisions in Article III, Section 46, and Appendices 46A and 46B.
 - 2.3 Restrictions on Discount of Retail Services. This section is intentionally left blank. At such time as NEXTLINK desires to resell GTE services, the Parties agree to negotiate the terms and conditions of this section and to amend this Agreement accordingly. NEXTLINK shall not resell GTE services until such amendment is effective. This section may be superceded by the provisions in Article III, Section 46, and Appendices 46A and 46B.
 - 2.4 Resale to Other Carriers. Services available for resale may not be used by NEXTLINK to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.
 - 2.5 Interim Universal Service Fund Charge for Wholesale Services. This section is intentionally left blank. At such time as NEXTLINK desires to resell GTE services, the Parties agree to negotiate the terms and conditions of this

section and to amend this Agreement accordingly. NEXTLINK shall not resell GTE services until such amendment is effective. This section may be superceded by the provisions in Article III, Section 46, and Appendices 46A and 46B.

3. Ordering and Billing.

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

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

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

3.4 Nonrecurring Charges. This section is intentionally left blank. At such time as NEXTLINK desires to resell GTE services, the Parties agree to negotiate the terms and conditions of this section and to amend this Agreement accordingly. NEXTLINK shall not resell GTE services until such amendment is effective. This section may be superceded by the provisions in Article III, Section 46, and Appendices 46A and 46B.

3.5 Transfers Between NEXTLINK and Another Reseller of GTE Services. When NEXTLINK has obtained an end user customer from another reseller of GTE services that NEXTLINK intends to serve by reselling GTE services, NEXTLINK will inform GTE of the transfer by submitting a standard LSR to GTE. When GTE or another reseller of GTE services has obtained an end user customer that NEXTLINK served by reselling GTE services, GTE shall inform NEXTLINK of the transfer via standard reporting processes and confirm the date on which the transfer takes place.

3.6 Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end users, monthly billing to

NEXTLINK does not include local calling detail. However, NEXTLINK may request and GTE shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

- 3.7 Procedures. An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Appendix H, attached hereto and made a part hereof.
- 3.8 LIDB. For resale services, GTE's service order will generate updates to the LIDB for validation of calling card, collect, and third number billed calls.
- 3.9 "OLN". Upon request, GTE will update the database to provide Originating Line Number ("OLN") Screening which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).
4. Maintenance.
- 4.1 Maintenance, Testing and Repair. GTE will provide repair and maintenance services to NEXTLINK and its end user customers for resold Services in accordance with the same standards and charges used for such services provided to GTE end user customers, affiliates, and other carriers reselling GTE services. GTE will not initiate a maintenance call or take action in response to a trouble report from a NEXTLINK end user until such time as trouble is reported to GTE by NEXTLINK. NEXTLINK must provide to GTE all end user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the Guide.
- 4.2 Specifics and Procedures for Maintenance. An overview of the procedures for maintenance of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Appendix H.
5. Services Available for Resale.
- 5.1 Description of Local Exchange Services Available for Resale. Resold basic Exchange Service includes, but is not limited to, the following elements:
 - (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.
 - (b) Local Calling - at local usage measured rates if applicable to the end user customer.

- (c) Access to long distance carriers
- (d) E-911 Emergency Dialing
- (e) Access to Service Access Codes - e.g., 800, 888, 900
- (f) Use of AIN Services (those currently available to end users)
- (g) End User Private Line Services
- (h) Listing of telephone number in appropriate "white pages" directory; and
- (i) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area
- (j) IntraLATA Toll

5.2 List of Services Available for Resale. The type of Services listed on Appendix E, attached to, and made a part of, this Agreement, are available for resale by NEXTLINK. Subject to the limitations on resale enumerated in this Article, any new services that GTE offers in the future at retail to customers who are not telecommunications carriers shall also be available to NEXTLINK for resale under the same terms and conditions contained in this Agreement. Additional regulations, terms and conditions relating to the type of Services listed on Appendix E can be found in the appropriate intrastate local, toll and access tariffs. Terms, conditions and other matters concerning rate applications, technical parameters, provisioning capability, definitions and feature interactions contained in such tariffs are applicable to the type of Services offered under this Agreement.

5.3 Rates. This section is intentionally left blank. At such time as NEXTLINK desires to resell GTE services, the Parties agree to negotiate the terms and conditions of this section and to amend this Agreement accordingly. NEXTLINK shall not resell GTE services until such amendment is effective. This section may be superceded by the provisions in Article III, Section 46, and Appendices 46A and 46B.

5.4 Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location.

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

- 5.6 Operator Services ("OS") and Directory Assistance ("DA"). Operator Services for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and Directory Assistance (e.g., 411 calls routed to GTE's DA operator centers) are provided as an element of Exchange Services offered for resale. GTE may brand this service as GTE. NEXTLINK will be billed in accordance with Appendix C.
- 5.6.1 If NEXTLINK requests branding or unbranding, GTE will provide such unbranding or rebranding with NEXTLINK's name pursuant to Article VII, Section 12.
- 5.6.2 NEXTLINK will be billed a charge for unbranding or rebranding and customized routing as set forth in Article VII, Section 10.4 and additional charges specified in Article VII, Section 11.4.
- 5.6.3 For those offices that NEXTLINK has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where customized routing is Currently Available. If GTE uses a Third Party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a Third Party on behalf of NEXTLINK. NEXTLINK must negotiate with the Third Party. In these instances, NEXTLINK will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's traffic.

ARTICLE VII
UNBUNDLED NETWORK ELEMENTS

1. **General.** The purpose of this Article VII is to define the unbundled network elements that may be leased by NEXTLINK from GTE. Unless otherwise specified in this Agreement and to the extent not inconsistent with this Agreement, the Act, or state or federal law, provisioning of unbundled network arrangements will be governed with the GTE Customer Guide for CLEC Establishment of Services -- Resale and Unbundling (the "Guide"). Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix H.

On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court vacated Rule 51.319 of the FCC's First Report and Order, FCC 96-325, 61 Fed. Reg. 45476 (1996) and modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Under Section 251(d)(2), the FCC is required to determine what UNEs should be made available, and it listed them in the now-vacated FCC Rule 51.319. Thus, it is GTE's position that there is currently no determination of what, if any, UNEs should be made available under the law, and until this determination is made there is no legal obligation to provide any particular UNEs. Without waiving any rights and only on an interim basis, GTE agrees to provide the UNEs listed herein ("Old 319 UNEs") in accordance with the associated provisions in this Agreement and only upon the following interdependent terms and conditions:

- 1) Until the FCC issues new and final rules with regard to vacated Rule 51.319 that comply with the Act ("New Rules"), GTE will provide the Old 319 UNEs listed below even though it is GTE's position that it is not legally obligated to do so; provided, however, that NEXTLINK agrees not to seek UNE "platforms," or "already bundled" combinations of UNEs.
- 2) NEXTLINK agrees that after the Final FCC Rules are issued, the Parties will determine what UNEs should be included in the Agreement as required by the Act, and they will incorporate them into the Agreement. If the Parties cannot agree on what UNEs are then required under the Act, either Party at any time may seek to incorporate the appropriate UNEs under the Act into the agreement in accord with Article III, Sections 32 and 40, the change of law provision(s) of the Agreement, notwithstanding anything to the contrary or the expiration of any time

periods outlined in such provision(s) or any other provision of the Agreement.

- 3) By providing Old 319 UNEs, GTE does not waive any of its rights, including its rights to seek recovery of its actual costs and a sufficient, explicit universal service fund. Nor does GTE waive its position that, under the Court's decision, it is not required to provide Old 319 UNEs unconditionally. Moreover, GTE does not agree that the Old 319 UNE rates set forth below are just and reasonable and in accordance with the requirements of sections 251 and 252 of Title 47 of the United States Code.
- 4) The above "status quo" arrangement applies only to UNEs, UNE pricing, unbundling and UNE platform issues. The Parties have not determined if other provisions of the Agreement are inconsistent with the law. To the extent there are other provisions in the Agreement that are inconsistent with, or impacted by the law, including the Supreme Court's decision in *Iowa Utilities Board*, it is the intent of the Parties that the Agreement should conform thereto and that the "change of law" provisions therein may be invoked to accomplish that end.

2. Unbundled Network Elements.

2.1 Categories. There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:

- (a) Network Interface Device or NID
- (b) Loop Elements
- (c) Port and Local Switching Elements
- (d) Transport Elements
- (e) Signaling Elements

2.2 Prices. The recurring and nonrecurring rates GTE shall charge NEXTLINK for individual unbundled network elements are set forth in Appendix F attached to, and made a part of, this Agreement, or in the appropriate GTE tariff as referenced in this Article.

2.2.1 Compensation for Exchange of Traffic Using Unbundled Network Elements. Compensation arrangements between GTE and NEXTLINK exchanging traffic when NEXTLINK uses GTE provided

unbundled network elements, *i.e.*, port, local switching, and transport, shall be as provided in Appendix L.

2.3 Interconnection to Unbundled Elements. NEXTLINK may lease and interconnect to any of these unbundled network elements, and subject to technical feasibility, may combine these unbundled elements with any facilities or services that NEXTLINK may itself provide subject to the following:

- 2.3.1 Connection of NEXTLINK facilities to unbundled elements shall be achieved via physical collocation arrangements NEXTLINK shall maintain at the wire center at which the unbundled services are resident.
- (a) When physical collocation space is not available at the wire center where the unbundled services are resident, NEXTLINK shall maintain virtual collocation arrangements.
 - (b) When physical and virtual collocation cannot be accommodated at the wire center where the unbundled elements are resident, alternative arrangements shall be negotiated between GTE and NEXTLINK. All reasonable incremental costs associated with the alternative arrangements shall be borne by NEXTLINK.
- 2.3.2 GTE shall connect unbundled network elements to NEXTLINK's facilities at a collocation arrangement via an EIS cross connect element ("EISCC") as provided in GTE's federal collocation tariff. As part of the EISCC, GTE will provide a designated terminal block, or equivalent termination point, and terminate NEXTLINK's collocation cable facilities on the designated terminal block. The EISCC also provides for the cross connection to connect the unbundled network element to NEXTLINK's cable facilities on the designated terminal block.
- 2.3.3 GTE has no obligation to combine any unbundled network elements for NEXTLINK; Provided, however, that to the extent that GTE may be specifically required to combine unbundled network elements and/or provide unbundled network elements in existing combinations pursuant to a final and effective decision that is binding on GTE, GTE will negotiate with NEXTLINK regarding the provisioning of such elements in accordance with that decision. Once GTE's unbundled network elements have been connected to NEXTLINK's facilities, as described in this Agreement, NEXTLINK

is not precluded from combining the unbundled elements using its own facilities, except that NEXTLINK may not combine unbundled GTE network elements to provide solely interexchange service or solely access service to an interexchange carrier.

- 2.4 Service Quality. To the degree reasonably possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled network elements. GTE shall provide unbundled network elements to NEXTLINK that are equal in quality and performance standards to the same unbundled network elements GTE provides to its affiliates and other carriers. Except as required by the express terms of this Agreement and by federal or State law, GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from NEXTLINK's specific use of or modification to any unbundled network element.
- 2.5 Nondiscrimination Provision and Support. GTE shall provide unbundled network elements in as timely a manner as the volume of requests reasonably allows and consistent with the service provisioning terms and conditions in this Agreement and state or federal requirements. GTE shall provision unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as GTE provides to itself, its affiliates and other carriers to whom GTE provides unbundled network elements.
3. Network Interface Device.
- 3.1 Direct Connection. NEXTLINK must terminate any unbundled loop leased from GTE to a GTE Network Interface Device ("NID"), and GTE shall provide the NID in its existing combination with the unbundled loop. NEXTLINK shall be permitted to connect its own loop directly to GTE's NID as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, NEXTLINK shall follow the procedures in Sections 3.1.1 and 3.1.2 below.
- 3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, NEXTLINK must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. NEXTLINK shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.
- 3.1.2 At multi-tenant customer locations, NEXTLINK must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If NEXTLINK cannot gain access to the

cable termination block, NEXTLINK must make a clean cut at the closest point to the cable termination block. At NEXTLINK's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. NEXTLINK will compensate GTE for locating the cable pair to be removed at the nonrecurring Loop Facility Charge specified in Appendix F.

3.1.3 GTE agrees to offer NIDs for lease to NEXTLINK but not for sale. NEXTLINK may remove GTE identification from any NID which it connects to a NEXTLINK loop, but NEXTLINK may not place its own identification on such NID.

3.2 NID to NID Connection. NEXTLINK may install its own NID and effect a NID to NID connection between its NID and the GTE NID to gain access to the end user's inside wiring.

3.2.1 If NEXTLINK provides its own loop facilities, it may elect to move all inside wire terminated on a GTE NID to a NEXTLINK NID. In this instance, a NID to NID connection will not be required. NEXTLINK, or the end user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.

3.3 Removal of Cable Pairs. Removal of existing cable pairs required for NEXTLINK to terminate service is the responsibility of NEXTLINK.

3.4 Maintenance. When NEXTLINK provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. NEXTLINK can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at NEXTLINK's option, NEXTLINK can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.

3.5 Collocation Requirement. When NEXTLINK purchases a GTE NID as a stand-alone unbundled element, the collocation arrangement described in Section 2.3.1 of this Article is not required.

4. Loop Elements.

4.1 Service Description. A "loop" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, loops were provisioned as 2-wire or 4-wire copper

pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

4.2 Categories of Loops. GTE shall provide six general categories of loops according to their technical configuration and capabilities:

- 4.2.1 "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This loop is commonly used for local dial tone service. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.2 "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.3 "2-wire digital" loops will support industry standard specifications for digital transmission. Special provisioning (removal of bridge taps and/or load coils) may be required to conform to these industry standards. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.4 "4-wire digital" loops will support industry standard specifications for digital transmission. Special provisioning (removal of bridge taps and/or load coils) may be required to conform to these industry standards. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include span line repeaters where required, office terminating repeaters, and DSX cross connects. Prices and specifications for DS-1 grade loops are the prices set forth in the appropriate GTE special access tariff.
- 4.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Prices and specifications for DS-3 grade

loops are the prices set forth in the appropriate GTE special access tariff.

4.3 Conditioned Loops.

- 4.3.1 NEXTLINK may also require that analog loops ordered above be conditioned in order for them to provide the end-user service. Examples of this type of conditioning are: Type C, Type DA, Improved C, etc. The price for such conditioned loops shall be the applicable charge as provided in the appropriate GTE intrastate special access tariff.
- 4.3.2 Digital loops ordered above shall be provisioned to meet industry standard service levels for generally available digital services, such as ISDN or ADSL, without the requirement for ordering additional conditioning. Additional charges may apply for digital loops. NEXTLINK must indicate on the order, via industry standard ordering codes, the service capability requested.

4.4 Loop Testing.

- 4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. NEXTLINK will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by NEXTLINK.
- 4.4.2 All loop facilities furnished by GTE on the premises of NEXTLINK's end users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the loop facility, to remove such facility.
- 4.4.3 If NEXTLINK leases loops that are conditioned to transmit digital signals, GTE will test the loop and provide recorded test results to NEXTLINK as a part of that conditioning. If loop tests are conducted in maintenance and repair cases, GTE will provide any recorded readings to NEXTLINK at the time the trouble ticket is closed in the same manner as GTE provides to itself and its end users, affiliates, and carriers to whom GTE provides loops.

4.5 Pair Gain Technologies. GTE cannot provide an unbundled loop that currently is being provisioned using integrated digital loop carrier ("IDLC")¹ technology or analog carrier technology. Where GTE utilizes other types of pair gain technology to provision the loop element, GTE may be able to provide an unbundled loop, depending on the technology involved, but the capabilities of the loop may be limited. If NEXTLINK orders an unbundled loop to a location that is normally served by pair gain technology and GTE cannot meet the requirements of the ordered loop using the pair gain technology, GTE will use alternate facilities, if available, to provision the loop. If alternate facilities are not available, GTE will advise NEXTLINK that facilities are not available to provision the loop. GTE will not construct additional facilities at GTE's expense to provide the loop for NEXTLINK, but NEXTLINK may use the bona fide request process in Article VIII of this Agreement to request that GTE construct additional facilities at NEXTLINK's expense.

4.5.1 GTE will work with NEXTLINK to develop a joint planning process to allow NEXTLINK to assess the impact of GTE's use of pair gain technology in marketing NEXTLINK services that are dependent on unbundled loops provided by GTE. Such a process will provide general information as to the type and relative use of pair gain technology in a market, as well as the capability to determine on a customer specific/route specific basis if pair gain technology is used to provision the loop.

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

4.6 Unbundled Loop Facility Certification.

4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled analog voice grade loops leased from GTE, NEXTLINK shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if NEXTLINK deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already

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

deployed within the same cable sheath, or if GTE already has existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described above, GTE will so inform NEXTLINK and NEXTLINK shall not be permitted to deploy such service enhancing copper cable technologies. GTE will charge NEXTLINK the applicable engineering time and labor costs to perform the certification.

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

4.6.3 If NEXTLINK orders digital loops as specified above and provides the industry standard codes on the order indicating the type of service to be deployed on the loop, no notification is required. GTE will determine if compatibility issues exist and, if facilities are available, will provide a loop capable of meeting the requested service capabilities.

4.7 Compatibility. Provided NEXTLINK has notified GTE, pursuant to section 4.6 above, of the service enhancing copper cable technology deployed on an unbundled loop, GTE will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with NEXTLINK's technology.

4.8 Subloops.

4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a Bona Fide Request ("BFR").

4.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and NEXTLINK.

4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to

applicable tariffs or as individually agreed upon by GTE and NEXTLINK. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 of this Article.

4.9 Loop Identification. At a multi-tenant location, GTE will identify the cable pair, at the cable termination block or at the distribution block (NID), used to provide the unbundled loop. If the cable pair is not properly marked, GTE will take the necessary steps to identify the cable pair at no additional charge to NEXTLINK.

5. Port and Local Switching Elements.

5.1 Port. A "port" provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.

5.2 Ports Available as Unbundled Network Elements. There are four types of ports available as unbundled network elements;

5.2.1 "2-wire analog line" port is a line side switch connection employed to provide basic residential and business type Exchange Service.

5.2.2 "2-wire ISDN digital line" port is a Basic Rate Interface ("BRI") line side switch connection employed to provide ISDN Exchange Services.

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

5.2.4 "4-wire ISDN digital DS-1 trunk" port is a Primary Rate Interface ("PRI") trunk side switch connection employed to provide the ISDN Exchange Services.

5.3 Port Prices. Prices for ports are listed in Appendix F.

- 5.4 Local Switching. "Local switching" provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will offer only those features and functions currently available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. NEXTLINK will be responsible for bearing any costs incurred by GTE in making such feature/function available, including Right-to-Use ("RTU") fees. The rates for local switching and vertical features are listed in Appendix F.
- 5.4.1 NEXTLINK must purchase local switching with the line-side port or trunk-side port, if applicable.
- 5.5 Compliance with Section 2.3. NEXTLINK shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of NEXTLINK to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.
- 5.6 Shared Transport. "Shared transport" is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (GTE end user or CLEC end user when the CLEC has purchased unbundled local switching) and are referred to as "shared transport facilities."
- 5.6.1 Many calls riding shared transport facilities will also be switched by GTE's access tandem. This tandem switching function is included as a rate component of shared transport, as set forth in Appendix F. GTE will provide shared transport from a call originating from an unbundled switch port to the point where the call leaves GTE's network (the IP).
- 5.6.2 When NEXTLINK purchases unbundled local switching, NEXTLINK is obligated to purchase unbundled shared transport. All of the billing elements associated with shared transport are billed upon call origination, unless the call involves an IXC.
- 5.6.3 The rating of shared transport is based on the duration of a voice grade (or DS-0) call on GTE's network. Shared transport is comprised of three billing components: (1) Shared Transport -

Facility Miles (usage and distance sensitive); (2) Shared Transport - Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that indentify tandem routed calls, the parties will use a shared transport composite rate using the tandem switching rate, two (2) terminations, and an assumed facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.

- 5.6.4 GTE is responsible for the sizing of the shared transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of GTE. To ensure that the network is appropriately sized, GTE may request traffic forecasts from NEXTLINK if NEXTLINK requests unbundled local switching. These forecasts must be provided to GTE on a quarterly basis, with a twelve (12) month outlook.
- 5.6.5 GTE provides shared transport between GTE switching offices (e.g., between GTE end offices, a GTE end office and a GTE tandem switch, between a GTE end office and the IP of a connecting telecommunications company, or between a tandem switch and the IP of a connecting telecommunications company). However, the transport between a GTE switching office and the NEXTLINK switching office must be purchased as dedicated transport and is not provided as shared transport.

6. Dedicated Transport.

- 6.1 Dedicated transport is purchased for the purpose of transporting Telecommunications Services between designated serving wire centers ("SWCs") within the same LATA. Dedicated transport may extend between two GTE SWCs ("Interoffice Dedicated Transport" or "IDT") or may extend from the GTE SWC to the NEXTLINK premise ("CLEC Dedicated Transport" or "CDT"). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 6.2 and 6.3 below.
- 6.2 CDT is the dedicated transport facility connecting the GTE SWC to NEXTLINK's Customer Designated Location ("CDL"). The CDL will be designated where the CLEC's physical network begins (the CDL cannot be designated at an end user customer location).
- 6.3 CDT includes the equipment required to terminate the interoffice facility within NEXTLINK's CDLs and within the GTE SWC. This element also includes the

transport facility between the two locations but extends no farther into GTE's network than the CDL's SWC. CDT has no switching components and is available in bandwidth increments of DS0, DS1, or DS3 at rates outlined in Appendix F.

- 6.4 CDT consists of monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth, but may vary depending on the termination arrangement at the CDL (Office Terminating Repeater vs. SONET terminal, first system vs. additional system, etc.).
- 6.5 IDT is the dedicated transport facility connecting two GTE SWCs and excludes the facilities between the SWC and the CDL. IDT has no switching components and is available in bandwidth increments of DS0, DS1, and DS3 at rates outlined in Appendix F.
- 6.6 The price of IDT varies with the bandwidth and consists of monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility Miles (monthly recurring) and Transport Termination (per end, monthly recurring).
7. SS7 Transport and Signaling. SS7 signaling and transport services in support of NEXTLINK's local exchange services shall be provided in accordance with the terms and conditions of Appendix H attached to, and made a part of, this Agreement.
- 7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.
8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
9. Database 800-Type Services. Access to GTE's 800-Type database (*i.e.*, 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
10. Operator Services ("OS") and Directory Assistance ("DA"). GTE will provide OS and DA to NEXTLINK in accordance with the terms set forth as follows:
 - 10.1 When OS and/or DA is to be provided for calls that originate from NEXTLINK's switch, GTE will provide branded or unbranded OS and/or DA pursuant to separate contracts to be negotiated in good faith between the Parties after execution and approval of this Agreement by the Commission.

- 10.2 When OS and/or DA is to be provided for calls that originate from an unbundled port with local switching under this Article and neither branding nor unbranding is requested, NEXTLINK's calls will access GTE's OS and/or DA platform and will be processed in the same manner as GTE calls.
- 10.3 When OS and/or DA is to be provided for calls that originate from an unbundled port and local switching under this Article and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations. When technically capable of doing so, GTE shall implement an order for unbranding or rebranding within 90 Business Days of receipt of that order.
- 10.4 NEXTLINK will be billed charges for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in Section 11.2. In addition, charges specified in Section 11.4 will apply.
- 10.5 For those offices that NEXTLINK has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE provides its own OS and DA service subject to capability and capacity limitations where Customized Routing is currently available. If GTE uses a Third Party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a Third Party on behalf of NEXTLINK. NEXTLINK must negotiate with the Third Party. In these instances, NEXTLINK will need to purchase customized routing to differentiate its OS/DA traffic from GTE's traffic.
11. Customized Routing. Where technically feasible and upon receipt of written request from NEXTLINK, GTE agrees to provide customized routing for the following types of calls:

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

- 11.1.1 GTE will provide NEXTLINK a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). NEXTLINK will return a list of these switches ranked in priority order. GTE will return to NEXTLINK a schedule for customized routing in the switches with existing capabilities and capacity.

- 11.1.2 Upon written request from NEXTLINK, GTE will provide NEXTLINK with applicable charges, and terms and conditions, for providing OS and DA, branding, and Customized Routing.
 - 11.1.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.
 - 11.1.4 The use of customized routing will require the purchase of a trunk side port and dedicated facilities between the GTE end office and the designated OS/DA platform. The rates for these elements will be billed in accordance with Appendix F.
- 12. Advanced Intelligent Network Access ("AIN"). GTE will provide NEXTLINK access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or NEXTLINK's local switch.
 - 13. Directory Assistance Listing. When NEXTLINK orders an unbundled port, NEXTLINK has the option to submit a Directory Service Request ("DSR") to have the listing included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.
 - 14. Operational Support Systems ("OSS"). GTE shall provide OSS functions to NEXTLINK for ordering, provisioning, and billing that are generally available as described in Appendix H.

ARTICLE VIII
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Request Process.

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

1.2 Process.

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

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

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

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

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

- 1.2.6 Upon affirmative response from GTE, NEXTLINK will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the Dispute Resolution procedures described in Article III hereunder may be used by a Party to reach a resolution.
2. Transfer of Service Announcements. For services other than GTE resold and ported number services, when an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end users. For GTE resold and ported number services, GTE shall provide an intercept referral on behalf of NEXTLINK.
3. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.).
 - 3.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner, at no charge.
 - 3.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.
 - 3.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
4. 911/E911 Arrangements.
 - 4.1 Description of Service. NEXTLINK will install a minimum of two (2) dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which NEXTLINK provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multifrequency ("MF") tones that will deliver ANI with the voice portion of the call. GTE will provide NEXTLINK with the appropriate

CLLI codes and specifications of the tandem office serving area or the location of the primary PSAP when there is no 911 routing in that 911 district. If an NEXTLINK central office serves end users in an area served by more than one (1) GTE 911/E911 selective router, NEXTLINK will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E911 selective routers or primary PSAP.

4.2 Transport. If NEXTLINK desires to obtain transport from GTE to the GTE 911 selective routers, NEXTLINK may purchase such transport from GTE at the rates set forth in Appendix G.

4.3 Cooperation and Level of Performance. The Parties agree to provide access to 911 /E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of NEXTLINK's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to NEXTLINK showing the correlation of its rate centers to its E911 tandems at rates set forth in Appendix G.

4.4 Basic 911 and E911 General Requirements:

4.4.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

4.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the Public Safety Answering Point (PSAP) responsible for the caller's location.

4.4.3 All requirements for E911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.

4.4.4 Basic 911 and E911 functions provided to NEXTLINK shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.

4.4.5 Basic 911 and E911 access from Local Switching shall be provided to NEXTLINK in accordance with the following:

4.4.5.1 GTE and NEXTLINK shall conform to all state regulations concerning emergency services.

- 4.4.5.2 For E911, both NEXTLINK and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 4.4.5.5.
- 4.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE Operator Services or, at NEXTLINK's discretion, directly to NEXTLINK Operator Services.
- 4.4.5.4 Basic 911 and E911 access from the NEXTLINK local switch shall be provided from GTE to NEXTLINK in accordance with the following:
 - 4.4.5.4.1 If required by NEXTLINK and technically feasible, GTE shall interconnect direct trunks from the NEXTLINK network to the E911 PSAP, or to the E911 selective routers as designated by NEXTLINK. Such trunks may alternatively be provided by NEXTLINK.
 - 4.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), NEXTLINK shall participate in the provision of the 911 System as follows:
 - 4.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
 - 4.4.5.4.2.2 NEXTLINK and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. NEXTLINK and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 4.4.5.5 of this Article.
 - 4.4.5.4.2.3 NEXTLINK shall have the right to verify the accuracy of information regarding NEXTLINK customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this

service shall be determined based upon the agreed upon solution.

- 4.4.5.4.3 If a Third Party is the primary service provider to a 911 district, NEXTLINK shall negotiate separately with such Third Party with regard to the provision of 911 service to the agency. All relations between such Third Party and NEXTLINK are totally separate from this Agreement and GTE makes no representations on behalf of the Third Party.
- 4.4.5.4.4 If NEXTLINK or Affiliate is the primary service provider to a 911 district, NEXTLINK and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 4.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix G.
- 4.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 4.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with NEXTLINK data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.
- 4.4.5.5 The following are Basic 911 and E911 Database Requirements:
 - 4.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or CLEC which provides their records to GTE.
 - 4.4.5.5.2 Copies of the MSAG shall be provided within five (5) business days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix G.
 - 4.4.5.5.3 NEXTLINK shall be solely responsible for providing NEXTLINK database records to GTE for inclusion in GTE's ALI database on a timely basis.

- 4.4.5.5.4 GTE and NEXTLINK shall arrange for the automated input and periodic updating of the E911 database information related to NEXTLINK end users. GTE shall work cooperatively with NEXTLINK to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.
- 4.4.5.5.5 NEXTLINK shall assign an E911 database coordinator charged with the responsibility of forwarding NEXTLINK end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. NEXTLINK assumes all responsibility for the accuracy of the data that NEXTLINK provides to GTE.
- 4.4.5.5.6 GTE shall update the database within one (1) business day of receiving the data from NEXTLINK. If GTE detects an error in the NEXTLINK provided data, the data shall be returned to NEXTLINK within one day from when it was provided to GTE. NEXTLINK shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 4.4.5.5.7 GTE agrees to treat all data on NEXTLINK subscribers provided under this Agreement as strictly confidential and to use data on NEXTLINK subscribers only for the purpose of providing E911 services.
- 4.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from NEXTLINK. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for NEXTLINK is "NEXTLINK"; the NENA Carrier Code for GTE is "GTE."
- 4.4.5.6 GTE and NEXTLINK will comply with the following requirements for network performance, maintenance and trouble notification.
 - 4.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by

GTE for trunks between the selective router and all associated PSAPs.

4.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

4.4.5.6.3 GTE shall notify NEXTLINK forty-eight (48) hours in advance of any scheduled testing or maintenance affecting NEXTLINK 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting NEXTLINK 911 service.

4.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDDs").

4.4.5.7 Basic 911 and E911 Additional Requirements

4.4.5.7.1 All NEXTLINK lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the NEXTLINK number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with NEXTLINK to ensure that 911 service is fully available to all NEXTLINK end users whose telephone numbers have been ported from GTE, consistent with State provisions.

4.4.5.7.2 NEXTLINK and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and NEXTLINK shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

4.4.5.7.3 NEXTLINK may enter into subcontracts with third parties, including NEXTLINK Affiliates, for the performance of any of NEXTLINK's duties and obligations stated herein.

- 4.4.5.7.4 Where GTE is the lead telco, GTE shall provide NEXTLINK with notification of any pending selective router moves within at least ninety (90) days in advance..
- 4.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.
- 4.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for NEXTLINK to update 911 database with end user information for lines that have been ported via INP or LNP.
- 4.4.6 Basic 911 and E911 Information Exchanges and interfaces. Where GTE is the lead telco:
 - 4.4.6.1 GTE shall provide NEXTLINK access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to NEXTLINK within one (1) day after NEXTLINK inputs information into the ALI/DMS database. Alternately, NEXTLINK may utilize GTE or a Third Party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix G.
 - 4.4.6.2 GTE and NEXTLINK shall arrange for the automated input and periodic updating of the E911 database information related to NEXTLINK end users. GTE shall work cooperatively with NEXTLINK to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.
 - 4.4.6.3 Updates to MSAG. Upon receipt of an error recording an NEXTLINK subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of NEXTLINK to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on NEXTLINK's Local Service Request ("LSR") or via a separate feed established by NEXTLINK pursuant to Section 4.4.5.7 of this Article.
 - 4.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface

between the E911 Switch or Tandem and the ALI/DMS database for NEXTLINK subscriber shall meet industry standards.

- 4.5 Compensation. In situations in which GTE is responsible for maintenance of the 911 /E911 database and can be compensated for maintaining NEXTLINK's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from NEXTLINK only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge NEXTLINK a portion of the cost of the shared 911 /E911 selective router as set forth in Appendix G.
5. Information Services Traffic.
- 5.1 Routing. Each Party shall route traffic for Information Services (*i.e.*, 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.
- 5.2 Billing and Collection and Information Service Provider ("ISP") Remuneration.
- 5.2.1 In the event GTE performs switching of ISP traffic associated with resale or unbundled network elements for NEXTLINK, GTE shall provide to NEXTLINK GTE's standard call detail records so as to allow NEXTLINK to bill its end users. GTE shall not be responsible or liable to NEXTLINK or ISP for Billing and Collection and/or any receivables of Information Service Providers.
- 5.2.2 Notwithstanding and in addition to Article III, Section 24, GTE shall be indemnified and held harmless by NEXTLINK from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in Section 5.2.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.
- 5.2.3 GTE agrees to notify NEXTLINK in writing by registered or certified mail within ten (10) Business Days of any claim made against GTE on the obligations indemnified against pursuant to this Section 5.
- 5.2.4 It is understood and agreed that the indemnity provided for in this Section 5 is to be interpreted and enforced so as to provide indemnification of liability to GTE to the fullest extent now or hereafter permitted by law.

- 5.3 900-976 Call Blocking. GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale or unbundled network elements. GTE will block 900-976 traffic when requested to do so, in writing, by NEXTLINK. NEXTLINK shall be responsible for all cost associated with the 900-976 call blocking request. GTE reserves the right to block any and all calls which may harm or damage its network.
- 5.4 Miscellaneous. GTE reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with GTE.
6. Telephone Relay Service. Local and intraLATA Telephone Relay Service ("TRS") enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, NEXTLINK's end users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.
7. Directory Assistance ("DA") and Operator Services ("OS"). Where NEXTLINK is providing local service with its own switch, upon NEXTLINK's request GTE will provide to NEXTLINK rebranded or unbranded directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If NEXTLINK so requests directory assistance services and/or operator services, such contracts shall provide for the following:
- 7.1 Directory Assistance Calls. GTE directory assistance centers shall provide number and addresses to NEXTLINK end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to NEXTLINK end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to NEXTLINK end users consistent with the service provided to GTE end users.
- 7.2 Operator Services Calls. GTE operator services provided to NEXTLINK end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to NEXTLINK end users collect, person-to-person, station-to-station calling, Third Party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote NEXTLINK rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical

limitations of GTE's switches. GTE will provide its existing services to NEXTLINK end users consistent with the service GTE provides to its own end users.

8. Directory Assistance Listings Information. GTE will include listings in its directory assistance database for NEXTLINK end users in the same geographic area as GTE provides directory assistance for GTE end users as specified in Article VI, Section 3.4.
 - 8.1 GTE shall provide to NEXTLINK, at NEXTLINK's request, for purposes of NEXTLINK providing NEXTLINK-branded directory assistance services to its local customers, within sixty (60) Business Days after an order for such tape is received, all published DA listings for that specific state via magnetic tape. Such listings will be Confidential Information under this Agreement and NEXTLINK will use the listings only for its directory assistance services to its end users. If NEXTLINK uses a Third Party directory assistance service to its end users, NEXTLINK will ensure that such Third Party likewise treats the listings as Confidential Information under this Agreement, and uses them only for such directory assistance. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer. The rate to be paid by NEXTLINK to GTE will be reasonable and mutually agreed.
 - 8.2 The Parties will not release DA Listing Information that includes the other Party's end user information to Third Parties without the other Party's written approval. The other Party will inform the Releasing Party if it desires to have the Releasing Party provide the other Party's DA Listing Information to the Third Party, in which case, the Releasing Party shall provide the other Party's DA Listing Information at the same time as the Releasing Party provides the Releasing Party's DA Listing Information to the Third Party. The rate to be paid by the Releasing Party to the other Party shall be no more than the direct costs of compiling such information. The other Party shall be responsible for billing the Third Party.
 - 8.3 The Parties will work together to identify and develop procedures for database error corrections.
9. Directory Listings and Directory Distribution. NEXTLINK will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

Listings. NEXTLINK agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g.

Ordering and Billing Forum developed), all listing information for NEXTLINK's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

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

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

10. Busy Line Verification and Busy Line Verification Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in Appendix E, or if there is no applicable rate listed in Appendix E, at the rates in their respective tariffs.
11. SAG. GTE will provide to NEXTLINK upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all LSOs, and lists services and features that are available in a specific LSO.
12. Dialing Format Changes. GTE will provide reasonable notification to NEXTLINK of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.
13. Operational Support Systems ("OSS"). GTE shall provide OSS functions to NEXTLINK for ordering, provisioning and billing that are generally available as described in Appendix H attached to this Agreement. NEXTLINK shall pay GTE for access to GTE's OSS functions consistent with processes defined in Appendix H.

ARTICLE IX
COLLOCATION

1. Physical Collocation. GTE shall provide to NEXTLINK physical collocation of equipment pursuant to 47 CFR § 51.323 necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates to the Commission that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable federal and state EIS tariffs. GTE will work with NEXTLINK to install collocation arrangements within the following schedule:

(1) GTE will respond to NEXTLINK within 10 days of receipt of a collocation application as to space availability and if only the tariff rates are applicable.

(2) If space is available but additional work beyond the tariff is required, GTE will respond to NEXTLINK within 30 days of receipt of a collocation application with any additional charges (e.g., environmental conditioning charges).

(3) GTE will begin construction of the collocation space once GTE receives 50% of the nonrecurring charges from NEXTLINK.

(4) GTE will complete preparation of the collocation space for NEXTLINK within 90 days after GTE receives 50% of the nonrecurring charges from NEXTLINK, absent extenuating circumstances beyond GTE's control (e.g., inability to obtain necessary equipment from a vendor). NEXTLINK shall provide GTE with the remaining 50% of the nonrecurring charges upon NEXTLINK's acceptance of the prepared collocation space.

(5) If extenuating circumstances occur, GTE will immediately notify NEXTLINK of those circumstances, and the Parties will negotiate a mutually acceptable in-service date.

1.1 Space Planning. In addition to such provisions for space planning and reservation as may be set forth in the applicable GTE federal and state EIS tariffs, the parties agree to the following terms and conditions.

- 1.1.1 GTE has the right to reasonably reserve space within its central offices for its own use. In order to retain reserved space GTE must provide sufficient documentation and justification for its future use. If GTE denies NEXTLINK's application for initial or growth collocation space based on reserving space for GTE's future needs, GTE must demonstrate to the Commission proper justification for GTE's reservation of space.
- 1.1.2 GTE will notify NEXTLINK if it plans to build an addition to a central office where NEXTLINK has collocated facilities, if such addition would result in a material increase of space available for collocation.
- 1.1.3 Should NEXTLINK submit to GTE a two-year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with NEXTLINK when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by GTE in its sole discretion in light of GTE requirements.
- 1.1.4 Subject to technical feasibility and space limitations, GTE will make available at applicable federal and state EIS tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of NEXTLINK traffic, or if GTE cannot provide such facilities in a timely manner, NEXTLINK may arrange to have a third-party contractor that is mutually acceptable to NEXTLINK and GTE (including NEXTLINK if it is an approved GTE contractor) provision the necessary facilities, as long as they meet or exceed GTE standard technical specifications and requirements.
- 1.1.5 GTE shall not deny physical or virtual collocation to NEXTLINK on the basis of insufficient space to accommodate a collocation request if space could be made available for collocation in the specific central office by removing obsolete and inactive or substantially underutilized GTE transmission or other equipment. If no currently vacant space is available and the removal of such equipment is technically feasible, GTE and NEXTLINK shall negotiate in good faith the terms and conditions of removal of such equipment to make space available for collocation, subject to any applicable requirements adopted by the Commission or the FCC.
- 1.1.6 In the event that GTE demonstrates to the Commission that insufficient space exists to accommodate NEXTLINK's request for physical or virtual collocation in a particular GTE central office,

GTE will work with NEXTLINK to enable NEXTLINK to obtain technically feasible and efficient interconnection or access unbundled network elements. Alternatives include, but shall not be limited to, mounting termination banks on GTE's Main Distribution Frame to which NEXTLINK may establish connections with its nearby facilities.

- 1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled loops and ports shall be provided under the applicable GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.
- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, NEXTLINK may interconnect with other carriers collocated at a GTE central office at which NEXTLINK has collocated facilities; provided, however, that NEXTLINK and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. NEXTLINK may interconnect with other carriers collocated at a GTE central office. NEXTLINK must provide GTE with written notice of such interconnection and shall allow GTE ten (10) Business Days in which to elect to provide the facilities necessary to accomplish such interconnection. NEXTLINK and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities, or if GTE cannot provision the interconnection facilities within thirty (30) calendar days of NEXTLINK's written notice, or if GTE fails to so elect within the ten (10) Business Days after receipt of NEXTLINK's written notice. If GTE elects and is able to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed, or pursuant to rates, terms, and conditions that the Parties may negotiate.
- 1.4 Choice of Vendor. NEXTLINK may use the vendor of its choice to install, maintain and repair equipment within NEXTLINK's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of NEXTLINK imposed under the applicable GTE federal and state EIS tariffs, including but not limited to certification and approval by GTE.
- 1.5 Monitoring. Subject to technical feasibility and space limitations, NEXTLINK may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. NEXTLINK may request that GTE provide the facilities necessary for such remote monitoring, at which time GTE and

NEXTLINK will negotiate in good faith the price, terms and conditions of remote monitoring by GTE.

- 1.6 Phone Service. Upon ordering collocated space, NEXTLINK may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as GTE has completed construction of the collocated space. NEXTLINK shall pay separately for any ordered POTS service.
- 1.7 Intraoffice Diversity. At NEXTLINK's request, GTE will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.
- 1.8 Proprietary Information. The Parties shall protect all proprietary information disclosed by NEXTLINK in any request for collocation or by GTE in response to such request, to the extent required under this Agreement and any other non-disclosure agreements existing as of the date NEXTLINK submits its request for collocation space to GTE.
- 1.9 Notification of Modifications. GTE will notify NEXTLINK of modifications to collocation space in accord with the terms of applicable GTE state and federal EIS tariffs. Upon completion of construction of NEXTLINK's collocation space, GTE may not require NEXTLINK to modify its collocation space or to pay any of the costs associated with modifications to other collocation space. Additionally, GTE shall notify NEXTLINK when major upgrades are made to the power plants supporting NEXTLINK's collocation space or when any central office modification would impact any service the Parties provide to each other or to their respective end users. The following shall constitute such major upgrades:
 - (a) replacement of a rectifier;
 - (b) addition or replacement of a new fusing module;
 - (c) addition or replacement of a power distribution unit frame; or
 - (d) addition or replacement of modular rectifiers.
- 1.10 Drawings. When NEXTLINK orders collocation space, GTE and NEXTLINK will hold a GTE/Customer meeting in accord with applicable GTE state and federal EIS tariffs. At such meeting, GTE will provide such drawings of GTE's central office facility as may be necessary to adequately depict NEXTLINK's proposed collocation space.

- 1.11 Construction of Space. GTE will construct NEXTLINK's collocation space in accord with the terms and conditions set forth in the applicable GTE state and federal EIS tariff. In the alternative, NEXTLINK may arrange for a third party contractor that is acceptable to GTE to construct the collocation cage enclosure. Additionally, GTE agrees to the following terms and conditions regarding construction of collocated space:
- 1.11.1 Space will be constructed in 100 square foot increments, but GTE shall work with NEXTLINK to construct space in less than a 100 square foot increment if insufficient space exists. The constructed space shall be designed so as to prevent unauthorized access.
- 1.11.2 A standard 100 square foot cage shall have the following standard features:
- (a) eight-foot high, nine gauge chain link panels;
 - (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
 - (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
 - (d) the cage shall be provided with one padlock set, with GTE retaining one master key;
 - (e) one ac electrical outlet;
 - (f) one charger circuit system;
 - (g) one electrical sub-panel;
 - (h) such additional lighting as may be necessary;
 - (i) one fire detection requirement evaluation;
 - (j) grounding for the cage consistent with COEI.
- 1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE will work with NEXTLINK to implement such additional modifications as may be necessary to ensure that NEXTLINK's collocated space is protected from unauthorized access.

- 1.11.4 At such time as construction of NEXTLINK's collocation space is approximately 50 percent completed, GTE will give NEXTLINK notification, and such notification shall include scheduled completion and turnover dates. GTE shall provide NEXTLINK with sufficient information to enable the Parties to establish firm CLLI codes and to order cross connections for the equipment NEXTLINK intends to locate in the space 30 days prior to the scheduled implementation date. The cross-connect circuits shall be provisioned in conjunction with the installation of the collocation equipment.
- 1.11.5 GTE will conduct a walk through of the collocated space with NEXTLINK within three (3) business days of completion of construction of collocated space. Should NEXTLINK note any deviations from the plan agreed upon by GTE and NEXTLINK at the customer meeting, and if such deviations were not requested by NEXTLINK or not required by law, GTE shall correct such deviations at its own expense within 5 Business Days.
- 1.12 Connection Equipment. NEXTLINK may provision equipment for the connection of NEXTLINK termination equipment to GTE equipment using either of the following methods:
- 1.12.1 NEXTLINK may extend an electrical or optical cable from the terminal within NEXTLINK's collocation cage and terminate that cable at GTE's network.
- 1.12.2 NEXTLINK may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to, and have GTE terminate that cable at, GTE's network.
- 1.13 Access to NEXTLINK Collocation Space. The terms and conditions of access to CLEC's collocation space shall be as set forth in applicable GTE state and federal EIS tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access:
- 1.13.1 GTE shall implement adequate measures to control access to collocation cages.
- 1.13.2 Collocation space shall comply with all applicable fire and safety codes.
- 1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring NEXTLINK collocation space provided by GTE

shall also be connected to a manned site. NEXTLINK may, at its option, provide its own intrusion alarms for its collocated space.

- 1.13.4 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
 - 1.13.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal EIS tariffs.
 - 1.13.6 GTE shall retain a master key to NEXTLINK's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At NEXTLINK's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, NEXTLINK may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.
 - 1.13.7 Not more frequently than once a year, NEXTLINK may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal EIS tariffs. Should NEXTLINK identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.
- 1.14 Common Collocation Space. Where sufficient space exists and upon request, GTE will provide for collocation on a shared or common space basis, with each collocater's area defined within the common space. Access to the common collocation space will be via a common entry point, and each collocater shall be responsible to provide any additional security measures to protect its equipment. To the extent not inconsistent with these requirements, the remaining rates, terms, and conditions for physical collocation in this Article shall apply to common collocation arrangements.
2. Virtual Collocation. Subject to Section 1 of this Article, GTE will provide virtual collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state EIS tariffs. In addition, the terms and conditions set forth in this Section 2 shall apply to virtual collocation provided to NEXTLINK.

- 2.1 Conversion from Virtual to Physical Collocation. Unless it is not practical for technical reasons or because of space limitations, NEXTLINK may convert a virtual collocation arrangement to a physical collocation arrangement. NEXTLINK's request to do so shall be treated as a new physical collocation request and NEXTLINK shall pay GTE at the applicable tariff rates for construction and rearrangement of NEXTLINK's equipment as well as all applicable tariffed physical collocation recurring charges. To the extent technically feasible and efficient, GTE shall retain the existing connections between its network and NEXTLINK's collocated equipment as part of the conversion.
- 2.2 Conversion from Physical to Virtual Collocation. Unless it is not practical for technical reasons or because of space limitations, NEXTLINK may convert a physical collocation arrangement to a virtual collocation arrangement. NEXTLINK's request to do so shall be treated as a new virtual collocation request and NEXTLINK shall pay GTE at the applicable tariff rates for construction and rearrangement of NEXTLINK's equipment as well as all applicable tariffed virtual collocation recurring charges. To the extent technically feasible and efficient, GTE shall retain the existing connections between its network and NEXTLINK's collocated equipment as part of the conversion. If NEXTLINK elects to change to a virtual collocation arrangement pursuant to this section, GTE will not refund previous payments for physical collocation received from NEXTLINK. If another carrier occupies the physical collocation space vacated by NEXTLINK, however, GTE shall remit to NEXTLINK the net salvage value of the cage enclosure, ladder racking, and power cabling that was constructed in and up to the space NEXTLINK vacated.
- 2.3 Vendors. Choice of vendors for equipment used for virtual collocation shall be under the terms and conditions set forth in the applicable GTE federal and state EIS tariff. Upon request by NEXTLINK, GTE shall provide a list of locally qualified vendors approved for the type of equipment to be collocated. NEXTLINK shall not be precluded from submitting a request to become an approved contractor with Regional Contract Administrators, and GTE shall not deny that request solely on the grounds that NEXTLINK is a CLEC.
- 2.4 Inspection. Upon provision of virtual collocation by GTE, the Parties shall agree on a mutually acceptable schedule whereby NEXTLINK may inspect the equipment in its virtual collocation space.
3. Fixed Wireless Collocation. Where technically feasible and upon request, GTE will provide to NEXTLINK physical collocation on the roof(s) of GTE central office or wire center for fixed wireless equipment necessary for access to unbundled network elements or interconnection of NEXTLINK's

network facilities to GTE's network. GTE shall provide such collocation in accordance with its applicable federal and state EIS tariffs.

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

To the extent required by the Act, GTE and NEXTLINK shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, GTE and NEXTLINK shall execute pole attachment and conduit occupancy agreements in the form set forth in Appendices I and J.

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

GTE FLORIDA INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President
Wholesale Markets-Interconnection

Date 6/21/99

NEXTLINK FLORIDA, LLC

By R. Gerard Saleme

Name R. Gerard Saleme

Title Senior Vice President

Date 6-16-99

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

[Signature]

APPENDIX A

This Appendix is intentionally blank for numbering consistency.

APPENDIX B

This Appendix is intentionally blank for numbering consistency.

APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix C are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to this Appendix required as a result of any future Commission or other proceedings shall be made according to the terms of the final Commission and/or court order resolving that proceeding. This Appendix may be superseded by the provisions in Article III, Section 46, and Appendices 46A and 46B.

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0054003**
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0041595**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000055**.
- D. The Common Transport Terminal element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.00009**.

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

Tandem Switching: **\$0.0041595**

Tandem Transport (10 mile average): $10 \times \$0.0000055 = \mathbf{\$0.0000550}$

Transport Termination (2 Terminations): $2 \times \$0.00009 = \mathbf{\$0.00018}$

Transiting Charge: **\$0.0043945**

F. Initial Factors:

- | | |
|--|------------|
| (1) PLU | 95% |
| (2) Initial Proportionate Share Factor | 50% |
| (3) Exempt Factor | 5% |

APPENDIX D

This Appendix is intentionally blank for numbering consistency.

APPENDIX E
SERVICES AVAILABLE FOR RESALE

General. The rates contained in this Appendix E are based upon an avoided cost discount from GTE's retail rates as provided in Article VI, Section 5.3 of the Agreement to which this Appendix E is attached and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to this Appendix required as a result of any future Commission or other proceedings shall be made according to the terms of the final Commission and/or court order resolving that proceeding. This Appendix may be superseded by the provisions in Article III, Section 46, and Appendices 46A and 46B.

The avoided cost discount is 13.04%.

Non-Recurring Charges for Resale Services

Initial Service Order (per order)	\$ 42.50
Transfer of Service Charges (per order)	\$ 21.62
Subsequent Service Order (per order)	\$ 19.55
Customer Service Record Research (per request)	\$ 11.69
Resale Line Installation (per line)	\$ 12.21
Outside Facility Connection Charge*	\$ 68.30

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

APPENDIX F
PRICES FOR UNBUNDLED ELEMENTS

General. The rates contained in this Appendix F are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to this Appendix required as a result of any future Commission or other proceedings shall be made according to the terms of the final Commission and/or court order resolving that proceeding. This Appendix may be superseded by the provisions in Article III, Section 46, and Appendices 46A and 46B.

GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The Parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix F without the interim surcharge, but subject to the following terms and conditions:

- A. NEXTLINK agrees that within thirty (30) days after the effective date of a final Commission or court order affirming GTE's interim surcharge, NEXTLINK will (i) begin paying the monthly interim surcharge in accord with Appendix F, and (ii) to the extent required by the terms of a Commission or court order relating to the interim surcharge, make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement, or as otherwise specified in such Commission or court order.
- B. No earlier than thirty (30) days after the effective date of a final Commission or court order affirming GTE's interim surcharge and notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring NEXTLINK to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

Local Loops	
2 Wire Analog Voice Grade Loop	\$ 28.62
4 Wire Analog Voice Grade Loop	\$ 45.13
2 Wire Digital Loop	\$ 28.62
4 Wire Digital Loop	\$ 45.13
DS-1 Loop	\$ 124.40
DS-3 Loop	\$1,639.30
Network Interface Device	
Basic NID	\$ 0.78
12 x NID	\$ 2.10
Local Switching (must purchase port)	
Local Switching	\$ 0.0054003
Ports	
2 Wire Analog Line Port	\$ 6.94
2 Wire ISDN Digital Line Port	\$ 32.08
DS-1 Digital Trunk Port	\$ 206.89
4 Wire ISDN Digital DS-1 Port	\$ 302.73
Shared Transport	
Transport Termination MOU/Term	\$ 0.00009
Transport Facility MOU/Mile	\$ 0.0000055
Tandem Switching MOU	\$ 0.0041595
Vertical Features	See Attached
Dedicated Transport	
CLEC Dedicated Transport	
2 Wire Voice	\$ 23.00
4 Wire Voice	\$ 33.00
DS1	\$ 250.00
DS3 (Optical Interface)	\$ 937.50
DS1 to Voice Multiplexing	\$ 452.79
DS3 to DS1 Multiplexing	\$ 323.48
Interoffice Dedicated Transport	
DS0 Facility Per ALM	\$ 0.08
DS0 Per Termination	\$ 19.90
DS1 Facility Per ALM	\$ 2.26
DS1 Per Termination	\$ 36.50
DS3 Facility Per ALM	\$ 42.44
DS3 Per Termination	\$ 305.62

Databases and Signaling Systems

Signaling Links and STP

56 Kbps Links

GTOC FCC-1 Tariff

DS-1 Link

GTOC FCC-1 Tariff

Signal Transfer Point (STP) Port Term

GTOC FCC-1 Tariff

Call Related Databases

Line Information Database (ABS-Queries)

GTOC FCC-1 Tariff

Toll Free Calling Database (DB800 Queries)

GTOC FCC-1 Tariff

Non-Recurring Charges for Unbundled Services

Service Ordering (loop or port)

Initial Service Order, per order

\$ 49.31

Subsequent Service Order, per order

\$ 25.67

Customer Service Record Research, per request

\$ 11.69

Installation

Unbundled Loop, per loop

\$ 12.21

Unbundled Port, per port

\$ 12.21

Loop Facility Charge, per order

\$ 68.30

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

Monthly Recurring Charge for EIS

DS0 Level Connection

Tariff

DS1 Level Connection

Tariff

FLORIDA UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$1.87
Call Forwarding Variable	\$/Feature/Month	\$0.31
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.25
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.33
Call Waiting	\$/Feature/Month	\$0.25
Cancel Call Waiting	\$/Feature/Month	\$0.25
Automatic Callback	\$/Feature/Month	\$0.31
Automatic Recall	\$/Feature/Month	\$0.25
Calling Number Delivery	\$/Feature/Month	\$0.40
Calling Number Delivery Blocking	\$/Feature/Month	\$0.25
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.27
Customer Originated Trace	\$/Feature/Month	\$0.25
Selective Call Rejection	\$/Feature/Month	\$0.39
Selective Call Forwarding	\$/Feature/Month	\$0.42
Selective Call Acceptance	\$/Feature/Month	\$0.46
Call Forwarding Variable CTX	\$/Feature/Month	\$0.27
Call Forwarding Incoming Only	\$/Feature/Month	\$0.26
Call Forwarding Within Group Only	\$/Feature/Month	\$0.25
Call Forwarding Busy Line	\$/Feature/Month	\$0.25
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.25
Remote Call Forward	\$/Feature/Month	\$4.05
Call Waiting Originating	\$/Feature/Month	\$0.25
Call Waiting Terminating	\$/Feature/Month	\$0.25
Cancel Call Waiting CTX	\$/Feature/Month	\$0.25
Three Way Calling CTX	\$/Feature/Month	\$0.75
Call Transfer Individual All Calls	\$/Feature/Month	\$0.27
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.25
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.25
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.25
Direct Connect	\$/Feature/Month	\$0.25
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.25
Call Hold	\$/Feature/Month	\$0.33
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$2.39
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$2.37
Toll Restricted Service	\$/Feature/Month	\$0.56
Call Pick-up	\$/Feature/Month	\$0.25
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.25
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.25

VERTICAL FEATURES		(Subject to Availability)
Special Intercept Announcements	\$/Feature/Month	\$16.68
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$2.30
Station Message Detail Recording	\$/Feature/Month	\$0.72
Station Message Detail Recording to Premises	\$/Feature/Month	\$2.56
Fixed Night Service - Key	\$/Feature/Month	\$2.73
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$1.56
Attendant Busy Line Verification	\$/Feature/Month	\$3.36
Control of Facilities	\$/Feature/Month	\$0.25
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.60
Attendant Conference	\$/Feature/Month	\$9.85
Circular Hunting	\$/Feature/Month	\$0.25
Preferential Multiline Hunting	\$/Feature/Month	\$0.25
Uniform Call Distribution	\$/Feature/Month	\$0.25
Stop Hunt Key	\$/Feature/Month	\$0.25
Make Busy Key	\$/Feature/Month	\$6.12
Queuing	\$/Feature/Month	\$1.17
Automatic Route Selection	\$/Feature/Month	\$1.42
Facility Restriction Level	\$/Feature/Month	\$0.56
Expansive Route Warning Tone	\$/Feature/Month	\$0.25
Time-of-Day Routing Control	\$/Feature/Month	\$1.45
Foreign Exchange Facilities	\$/Feature/Month	\$6.49
Anonymous Call Rejection	\$/Feature/Month	\$5.30
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$11.20
Basic Business Group CTX	\$/Feature/Month	\$0.50
Basic Business Group DOD	\$/Feature/Month	\$0.25
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.25
Basic Business Group DID	\$/Feature/Month	\$0.25
Business Set Group Intercom All Calls	\$/Feature/Month	\$6.46
Dial Call Waiting	\$/Feature/Month	\$0.25
Loudspeaker Paging	\$/Feature/Month	\$4.15
Recorded Telephone Dictation	\$/Feature/Month	\$6.54
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.28
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.25
Teen Service	\$/Feature/Month	\$0.25
Bg - Automatic Call Back	\$/Feature/Month	\$0.25
Voice/Data Protection	\$/Feature/Month	\$0.25
Authorization Codes for Afr	\$/Feature/Month	\$0.25
Account Codes for Afr	\$/Feature/Month	\$0.30
Code Restriction Diversion	\$/Feature/Month	\$0.28

VERTICAL FEATURES		(Subject to Availability)
Code Calling	\$/Feature/Month	\$7.34
Meet-Me Conference	\$/Feature/Month	\$263.55
Call Park	\$/Feature/Month	\$0.25
Executive Busy Override	\$/Feature/Month	\$0.25
Last Number Redial	\$/Feature/Month	\$0.25
Direct Inward System Access	\$/Feature/Month	\$0.25
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.25
Bg - Speed Calling Shared	\$/Feature/Month	\$0.25
Attendant Recall from Satellite	\$/Feature/Month	\$4.05
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.25
Business Set - Call Pick-up	\$/Feature/Month	\$0.25
Authorization Code for Mdr	\$/Feature/Month	\$0.25
Locked Loop Operation	\$/Feature/Month	\$0.25
Attendant Position Busy	\$/Feature/Month	\$5.43
Two-Way Splitting	\$/Feature/Month	\$6.37
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.36
Business Group Call Waiting	\$/Feature/Month	\$0.25
Music on Hold	\$/Feature/Month	\$253.72
Automatic Alternate Routing	\$/Feature/Month	\$0.43
DTMF Dialing	\$/Feature/Month	\$0.25
BG DTMF Dialing	\$/Feature/Month	\$0.25
Business Set Access to Paging	\$/Feature/Month	\$2.46
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.46
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.33
Direct Inward Dialing	\$/Feature/Month	\$8.93
Customer Dialed Account Recording	\$/Feature/Month	\$0.90
Deluxe Automatic Route Selection	\$/Feature/Month	\$40.91
MDC Attendant Console	\$/Feature/Month	\$144.60
Warm Line	\$/Feature/Month	\$0.25
Calling Name Delivery	\$/Feature/Month	\$0.25
Call Forwarding Enhancements	\$/Feature/Month	\$0.25
Caller ID Name and Number	\$/Feature/Month	\$0.74
InContact	\$/Feature/Month	\$3.79
Call Waiting ID	\$/Feature/Month	\$0.25
Att'd ID on Incoming Calls	\$/Feature/Month	\$1.44
Privacy Release	\$/Feature/Month	\$0.25
Display Calling Number	\$/Feature/Month	\$0.25
Six-Port Conference	\$/Feature/Month	\$45.51
Business Set Call Back Queuing	\$/Feature/Month	\$0.25
ISDN Code Calling - Answer	\$/Feature/Month	\$0.25

VERTICAL FEATURES		(Subject to Availability)
Att'd Call Park	\$/Feature/Month	\$0.96
Att'd Autodial	\$/Feature/Month	\$0.35
Att'd Speed Calling	\$/Feature/Month	\$0.63
Att'd Console Test	\$/Feature/Month	\$0.25
Att'd Delayed Operation	\$/Feature/Month	\$0.25
Att'd Lockout	\$/Feature/Month	\$0.25
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.25
Att'd Secrecy	\$/Feature/Month	\$0.29
Att'd Wildcard Key	\$/Feature/Month	\$0.25
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.25
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.25
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$0.61
Att'd Display of Queued Calls	\$/Feature/Month	\$0.25
Att'd Interposition Transfer	\$/Feature/Month	\$0.25
Att'd Automatic Recall	\$/Feature/Month	\$0.25

APPENDIX G
RATES AND CHARGES FOR 911/E911 ARRANGEMENTS

The following services are offered by GTE for purchase by NEXTLINK, where an individual item is not superseded by a tariffed offering.

	<u>NRC</u>	<u>MRC</u>
1. 9-1-1 Selective Router Map Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce within NEXTLINK for its internal use is granted without further fee. Non-tariffed price.	\$125.00	n/a
2. 9-1-1 Selective Router Pro-Rata Fee/trunk This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.	\$0	\$100.77
3. PS ALI Software A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Verison #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.	\$790.80	

	<u>NRC</u>	<u>MRC</u>
4. ALI Gateway Service Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for NEXTLINK to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.	\$135.00	\$36.12
5. 9-1-1 Interoffice Trunk This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
6. ALI Database This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
7. Selective Router Database per Record Charge Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
8. MSAG Copy Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.		
a. Copy provided in paper format	\$238.50	\$54.00
b. Copy provided in flat ASCII file on a 3½" diskette	\$276.00	\$36.00

APPENDIX H
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for resold services, interconnection facilities and services and unbundled network elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide. Before orders can be taken, NEXTLINK will provide GTE with its Operating Company Number ("OCN") and Company Code ("CC") as follows:
- (a) NEXTLINK must provide its OCN (four-digit alpha-numeric assigned by Bellcore or number administrator) on the ALEC Profile. The GTE Guide provides the necessary information for NEXTLINK to contact Bellcore to obtain the OCN. There are no optional fields on the Profile.
 - (b) Before the Local Service Request ("LSR") and Directory Service Request ("DSR") order forms can be processed, NEXTLINK must provide the OCN and Customer Carrier Name Abbreviation ("CCNA").

1.1 Operations Support Systems for Trunk-Side Interconnection

- 1.1.1 NEXTLINK will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by NEXTLINK over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to NEXTLINK. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.
- 1.1.2 The use of CAMS to support NEXTLINK's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NACC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to NEXTLINK. NEXTLINK then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR, without penalty or charge (e.g., order modification charge) to NEXTLINK. Similarly, errors committed by GTE

subsequent to the receipt of a valid ASR from NEXTLINK will be expeditiously identified and corrected by GTE without the need for NEXTLINK's submission of a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing.

1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for NEXTLINK. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to NEXTLINK. GTE's CZTs also will contact NEXTLINK directly to perform testing, and upon acceptance by NEXTLINK, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to NEXTLINK. The billing process under CABS requires coordination with several other systems.

1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor ("BIP"). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to NEXTLINK.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

1.2.1 NEXTLINK will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, NEXTLINK will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same

electronic NDM interface used for trunk-side interconnection. If no NDM interface exists or if NEXTLINK chooses to establish a separate NDM interface, NEXTLINK must request an NDM facility. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.

- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to NEXTLINK or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to NEXTLINK must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. NEXTLINK will be able to obtain this customer information after GTE has received the customer's written consent as specified in Article VI.3.3. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and NEXTLINK data. If known, the LSR should include the telephone number and due date/desired due date.
- 1.2.3 While NEXTLINK would have its own customer information and may have the SAG/GTE products on tape from GTE, NEXTLINK would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to NEXTLINK. GTE itself does not have uniform access to this information electronically. Until GTE and NEXTLINK have agreed and established electronic interfaces, NEXTLINK agrees that a toll free number is the method that will be used. The toll free telephone number will connect NEXTLINK directly to GTE's NOMC service representatives. When NEXTLINK receives a request for basic services from a new local service customer, NEXTLINK will call GTE's NOMC through the toll free number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, NEXTLINK will give GTE the new customer's name, service address and type of requested service (i.e., R1, B1). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until NEXTLINK sends the confirming LSR. NEXTLINK will then return to its customer holding on the line and provide the due date and new telephone number.

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

- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to NEXTLINK a service completion report. Call records for actual service provided to NEXTLINK's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services, unbundled elements and local number portability. CBSS will create a bill to NEXTLINK for resold services and unbundled elements along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (incollect usage data will be provided on rated basis) on NEXTLINK's accounts will be generated and transmitted electronically to NEXTLINK.
- 1.2.10 On resold accounts, GTE will provide usage in EMR format per existing file exchange schedules. The usage billing will be in agreed upon level of detail for NEXTLINK to issue a bill to its end users.
- 1.2.11 GTE will provide NEXTLINK with detailed monthly billing information in a paper format until an agreed upon Electronic Data Interchange 811 electronic bill format is operational.
- 1.2.12 State or sub-state level billing will include up to ten (10) summary bill accounts.
- 1.2.13 GTE accepts NEXTLINK's control reports and agrees to utilize industry standard return codes for unbillable messages. Transmission will occur via the NDM. Tape data will conform to Attachment "A" of the LRDTR. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. GTE contacts will be provided for sending/receiving usage files.
- 1.2.14 GTE will retain data backup for 45 Business Days.
- 1.2.15 In addition to the LSR delivery process, NEXTLINK will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE via the

LSR ordering process over the NDM. GTE will provide listings service via its "listing continuity" offering.

- 1.2.16 Charges and credits for PIC changes ordered via an LSR will appear on the wholesale bill. As NEXTLINK places a request for a PIC change via LSR, the billing will be made on NEXTLINK account associated with each individual end user. GTE will process all PIC changes from IXCs that are received for NEXTLINK end users by rejecting back to the IXC with the NEXTLINK OCN. Detail is provided so that NEXTLINK can identify the specific charges for rebilling to their end user.
- 1.2.17 CMDS. The parties will provide for the distribution of intraLATA CMDS incollect messages and/or selected local measured service messages as follows:
- 1.2.17.1 Messages to be Screened. GTE receives CMDS I transmissions containing intraLATA incollect messages from the state RBOC CMDS host each business day. Per NEXTLINK's request, GTE will screen the incollects by NPA and line number and accumulate the Collect, Third Number Billed and Credit Card (collectively called incollects) messages in a data file. The screening will be for end users who have chosen NEXTLINK as their local service provider through a Resale or Unbundled Network arrangement. The screened incollect messages and any Local Measured Service (LMS) usage will be accumulated and forwarded to NEXTLINK. The Parties will mutually agree on the frequency of the data exchange and the method of transmission (i.e., magnetic tape or direct electronic transmission). GTE will forward the screened messages in the industry standard EMR format. GTE intraLATA toll messages that are recorded by GTE and dialed on a one plus or zero plus basis are not part of this section and will not be screened.
- 1.2.17.2 Compensation. GTE will bill NEXTLINK monthly for all services related to the screening, accumulating, processing and transmitting of incollect messages and LMS usage, if applicable, at a reasonable and mutually agreeable charge. In addition, any message processing fee associated with NEXTLINK's incollect messages that are charged to GTE by the CMDS Host will be passed on to NEXTLINK on the monthly statement. All revenue, surcharges, taxes and any other amounts due to the CMDS Host for NEXTLINK's incollect messages will be billed on the monthly statement. It is NEXTLINK's responsibility to bill and collect all incollect and LMS amounts due from its end users. The incollect and LMS revenue amounts that are listed on the monthly invoice

are payable to GTE in total. The Parties agree that the arrangement for invoicing the incollect and LMS revenue amounts due GTE is not a settlement process with NEXTLINK.

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

1.2.18 Backbilling. GTE shall bill NEXTLINK on a timely basis. In no case shall GTE bill NEXTLINK for previously unbilled charges that are for more than one year prior to the current bill date.

1.3 Order Processing.

1.3.1 Order Expectations. NEXTLINK agrees to warrant to GTE that it is a certified provider of telecommunications service. NEXTLINK will document its Certificate of Operating Authority on the CLEC Profile and agrees to update this CLEC Profile as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to submitting an order under this Agreement, NEXTLINK shall obtain such documentation as may be required by state and federal laws and regulations.

1.3.2 GTE shall provide NEXTLINK with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. The Parties adopt the OBF LSR and DSR forms for the ordering, confirmation and billing of resale and unbundled services. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.

1.3.3 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.

1.3.4 GTE will provide current GTE customer proprietary network information (name, address, telephone number and description of services provided

by GTE including PIC and white page directory listing information) as provided in Article VI, Section 3. The return of customer information will be via facsimile or via electronic transmission.

- 1.3.5 Transfer Between Local Service Providers - GTE will provide a displacement/out service report to a Local Service Provider (LSP) whenever an end user leaves that LSP and procures service from another LSP. When a NEXTLINK end user changes to another LSP, GTE will notify NEXTLINK when such activity occurs.

2. Maintenance Systems.

2.1 General Overview

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

NEXTLINK representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.

- 2.1.3 GTE then will process all NEXTLINK trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to NEXTLINK becomes in jeopardy, GTE service representatives will contact NEXTLINK by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared NEXTLINK trouble reports, GTE service technicians will make a telephone call to NEXTLINK directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by NEXTLINK. If NEXTLINK is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, NEXTLINK may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will provide electronic interface access to operation support systems functions which provide the capability to initiate, status and close a repair trouble ticket. GTE will not provide to NEXTLINK real time testing capability on NEXTLINK end user services. GTE will not provide to NEXTLINK an interface for network surveillance (performance monitoring).
- 2.1.6 GTE will resolve repair requests by or for NEXTLINK local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for NEXTLINK using the same time parameters and procedures that GTE uses. NEXTLINK then would call GTE's Customer Care Center or SSCC while the customers were on hold.

2.2 Network Management Controls.

- 2.2.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.
- 2.2.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.

- 2.2.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."
3. Electronic Interface. The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards.
- 3.1 NEXTLINK shall have immediate access to the following OSS electronic interfaces that will provide functionality to enable NEXTLINK to service customers in an equal and non-discriminatory manner:
- 3.1.1 Pre-Order functions, e.g., TN Assignment, DD Reservation, Address Validation, Product Availability, that are available on a dial-up or dedicated basis using the Secure Integrated Gateway System (SIGS).
- 3.1.2 Order functions that are available on a dial-up or dedicated basis using CONNECT: Mail file transfer.
- 3.1.3 Repair functions, e.g., trouble report repair functions, to allow NEXTLINK to determine status and close trouble reports.
- 3.1.4 Electronic transfer of the NEXTLINK bill in electronic data 811 format.
- 3.2 NEXTLINK may migrate to fully interactive system to system interconnectivity. GTE, with input from NEXTLINK and other carriers, shall provide general interface specifications for electronic access to this functionality. These specifications will be provided to enable NEXTLINK to design system interface capabilities. Development will be in accordance with applicable national standards committee guidelines. Such interfaces will be available as expeditiously as possible.
- 3.3 NEXTLINK shall pay all costs and expenses for any new or modified electronic interfaces NEXTLINK requests that are unique to NEXTLINK and that GTE determines are technically feasible and GTE agrees to develop; Provided, however, in the event that other LECs subsequently request any specific and unique interface for which GTE has previously been paid by NEXTLINK, for the first ten such LECs, GTE shall reimburse NEXTLINK for a pro rata portion of

the amount previously paid by NEXTLINK, to the extent GTE is reimbursed by the LEC(s) for such interface. Costs for development of systems intended for common use by competing carriers will be assessed pursuant to the method of cost recovery authorized or established by the FCC or the Commission or based on a mutually agreed method of cost recovery.

- 3.4 NEXTLINK shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE-provided interfaces as described in this Appendix.
4. GTE Initiated Electronic System Redesigns. GTE will not charge NEXTLINK when GTE initiates its own electronic system redesigns/reconfigurations.

APPENDIX I
SS7 SERVICES

ARTICLE 1.
DEFINITIONS

In addition to the definitions contained elsewhere in the Agreement to which this Appendix I is attached and made a part, for purposes of this Appendix I the following terms shall have the following meanings.

- 1.1 "A" Link: An access signaling link that connects SPs and/or SSPs to STPs.
- 1.2 "B" Link: A bridge signaling link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
- 1.3 Compatibility Testing: Certification testing performed by representatives of GTE and NEXTLINK to ensure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This certification testing shall be performed in accordance with the following ANSI documents:
- T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS)
 - T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS)
 - T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS)
- 1.4 Service: The service described in Article 2 of this Appendix.
- 1.5 Signaling Link: An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The link type identifies the functionality of the signaling link sets. The two link types associated with the Service are "A" Links and "B" Links.
- 1.6 Signaling Point Code (SPC): A code that identifies the Signaling Point address in the CCS network. Signaling Point Codes consist of three (3) segments of three (3) digits each, identifying the network ID, network cluster, and cluster member, respectively.
- 1.7 Signaling Point of Interface (SPOI): The point at which GTE hands off signaling information to NEXTLINK.

ARTICLE 2.
SERVICE DESCRIPTION

- 2.1 Provision. Subject to the terms and conditions of this Appendix, GTE agrees to provide the Service to NEXTLINK.
- 2.2 Interconnection. This Agreement is for NEXTLINK's interconnection with GTE at GTE's STPs to support local exchange services. NEXTLINK shall not submit signaling messages in support of interexchange services.
- 2.3 Service. The "Service" consists of the following:
- (a) Interconnection of GTE's CCS/SS7 network to NEXTLINK's CCS/SS7 network is via an "A" Link connection between NEXTLINK's SP or SSP and GTE's STP. The "A" Link connection is made by a dedicated 56 kbps channel between the SP or SSP and the STP. Any connection from an SSP or an SP to an STP pair will have a link to each individual STP (i.e., two (2) links). NEXTLINK and GTE shall mutually agree upon the location of the SPOI.
 - (b) Interconnection of GTE's CCS/SS7 network to NEXTLINK's CCS/SS7 network via a "B" Link connection between NEXTLINK's STPs and GTE's STPs. The "B" Link connection is a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have four (4) connections; i.e., one (1) link from each individual STP to each individual STP. NEXTLINK and GTE shall mutually agree upon the location of the SPOI.
 - (c) Local and IntraLATA call set-up signaling, allowing NEXTLINK to use the out-of-band trunk signaling provided by GTE's CCS/SS7 network to carry its calls on the intraLATA toll network.
 - (d) The Service shall include access to: (1) all switching systems served by a given STP which have been converted to SS7 signaling, including switching systems owned by other local service providers; (2) databases directly connected to a given STP, with the exception of 800/888 databases which can be accessed through any STP; (3) other local service provider STPs on an intraLATA basis; and (4) other Third Party local service provider STPs on an intraLATA basis.
 - (e) It is the responsibility of NEXTLINK to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to GTE's network. GTE agrees to deliver the information forwarded by NEXTLINK in the SS7 signaling message. NEXTLINK, by entering into this Agreement, agrees to deliver "privacy indicator" information forwarded by GTE in its signaling message.

- (f) NEXTLINK acknowledges that call set-up times may be greater when NEXTLINK employs intermediate access tandems (IATs) in its network.
- (g) If selected on the order form attached to this Appendix, the Service shall also include IXC call set-up signaling service (ISUP) as described in Article 2.4 of this Appendix. Additional charges as set forth in Exhibit A shall apply.

2.4 ISUP Service Charge. This is an optional service that allows NEXTLINK to utilize SS7 signaling to an SS7 capable interexchange carrier (IXC) for Feature Group D access service and other intraLATA interexchange services. The ISUP service is a monthly charge.

- (a) The rate for ISUP signaling is per connection in situations when GTE does not provide any underlying call messages for NEXTLINK on GTE's network trunks. The rate for ISUP signaling is shown in Exhibit A.
- (b) Where GTE has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, GTE shall provide call set-up signaling between NEXTLINK and the IXC.
- (c) NEXTLINK agrees to provide to GTE such information as deemed necessary by GTE for network planning in connection with this offering and as may be requested by GTE from time to time.
- (d) NEXTLINK must provide the Signaling Point Codes of the IXCs for which it is providing call setup via GTE's SS7 signaling network, so that GTE screening and translation tables can be updated.

2.5 Technical Specifications. The technical specifications for the Services described above are defined in Bellcore TR-TSV-000905. GTE will provide SS7 via OR-394-SS7 and/or OR-317-SS7 format(s).

2.6 Other Services. If NEXTLINK desires to order SS7-related services other than the Service, such services will be governed by separate agreements.

2.7 Applicable Traffic. The Service applies to the traffic of NEXTLINK and its subtending LECs only. NEXTLINK must provide GTE with thirty (30) calendar days' written notice and a letter of agency before the traffic of any party other than NEXTLINK or its subtending LECs may be transmitted through NEXTLINK's facilities on to GTE's SS7 network.

2.8 Redundant Capability. Where NEXTLINK has directly connected its switch to a specific GTE mated STP pair (primary STP) using an "A" link, and NEXTLINK desires to have redundant capability to transmit signaling messages to that

primary STP, GTE agrees to support multiple "A" links to exchange signaling messages with NEXTLINK. GTE will configure its primary STP to support primary and secondary routes for exchanging SS7 messages with NEXTLINK. The direct "A" link from NEXTLINK's switch to GTE's primary STP will be designated as the primary signaling route. An "A" link connecting NEXTLINK's switch to a third party SS7 provider, designated by NEXTLINK, will be designated the secondary signaling route.

This arrangement is subject to the following restrictions:

- (a) SS7 signaling will be provided only between NEXTLINK's switch and those central office switches that are directly connected to GTE's primary STP.
- (b) NEXTLINK will transmit signaling messages only to the designated primary STP.
- (c) Only ISUP messages will be transmitted over this arrangement. NEXTLINK will not route TCAP messages to GTE's designated primary STP via either the primary or secondary route.
- (d) The Parties will use the secondary route only when messages cannot be transmitted via the primary route.
- (e) The third party provider designated by NEXTLINK must have an SS7 agreement with GTE and have appropriate signaling links connected to GTE's SS7 signaling network.

At such time as NEXTLINK may request multiple "A" link capability, the Parties will work cooperatively to implement this arrangement.

ARTICLE 3. MANNER OF PROVISIONING

3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:

- (a) "A" Link sets from NEXTLINK's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,
- (b) "B" Link sets from NEXTLINK's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.

3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.

- 3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.
- 3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) - Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between NEXTLINK and GTE.
- 3.5 56 kbps Channel. Unless NEXTLINK elects to provide such links, GTE shall provide two (2) or four (4) 56 kbps circuits as link facilities at rates set forth in Article 4 herein. If approved by GTE, NEXTLINK may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. **WHEN THIS OPTION IS CHOSEN, NEXTLINK UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, NEXTLINK must order DS1 (1.544 Mbps) service.
- 3.6 Multiplexing. Where technically required, GTE shall provide multiplexing arrangements to NEXTLINK at no charge.
- 3.7 Diversity. Where technically feasible and not unreasonably economically burdensome, GTE agrees to allow interoffice and intraoffice diversity.

ARTICLE 4. RATES AND CHARGES

- 4.1 Payment. NEXTLINK agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A attached to this Appendix and made a part hereof.
- 4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Appendix. Thereafter, GTE shall give NEXTLINK sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to NEXTLINK, NEXTLINK may terminate this Appendix upon thirty (30) calendar days' advance written notice without penalties for either Party.
- 4.3 Rate Basis. The rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff,

the tariff shall supersede this Appendix. If the Service becomes tarified, NEXTLINK has the right to terminate this Appendix upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.

4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.

4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:

(a) "A" Link connection - Charges for the "A" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from NEXTLINK's SSP or SP.

(2) NEXTLINK will lease facilities between its SSPs/SPs and GTE's STPs.

(b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from NEXTLINK's STPs.

(2) NEXTLINK and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.

(c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.

4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.

4.7 Applicable Traffic. The rates apply only to the traffic of NEXTLINK and its subtending LECs. Any traffic from any other party will be subject to additional charges.

**ARTICLE 5.
ORDERING THE SERVICE**

- 5.1 Order. To order the Service, NEXTLINK shall submit a completed CCS/SS7 Order Form to GTE. NEXTLINK may change its Service order by submitting a new Order Form which shall be effective when executed by both Parties. Service shall be implemented for NEXTLINK thirty (30) calendar days after the execution of this Agreement by both Parties.
- 5.2 Port Terminations. GTE shall reserve STP port terminations only upon receipt of a fully executed copy of this Agreement and the Order Form referred to in this Appendix. GTE shall reserve ports on a first come, first served basis. Should NEXTLINK fail to use a port within sixty (60) Business Days of availability, GTE may reassign the port and, NEXTLINK must resubmit an Order Form for interconnection.

**ARTICLE 6.
RESPONSIBILITIES OF GTE**

- 6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or NEXTLINK facilities due to natural disasters, mass calling or national security demands.
- 6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore TR-TSV-000905 except as otherwise provided herein.
- 6.3 Invoice. GTE shall include with the monthly invoice such data GTE and NEXTLINK mutually agree is necessary for NEXTLINK to verify the accuracy of the billing it receives from GTE for the Service.

**ARTICLE 7.
RESPONSIBILITIES OF NEXTLINK**

- 7.1 Signaling Link. NEXTLINK shall provision the signaling links from its premises to the SPOIs in a manner technically compatible to the GTE network.
- 7.2 Privacy Indicator. NEXTLINK shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.
- 7.3 Accuracy of Information. NEXTLINK shall verify the accuracy of information provided by NEXTLINK concerning the Service ordered by NEXTLINK.

7.4 Forecast. NEXTLINK shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.

7.5 Changes. NEXTLINK agrees to inform GTE in writing at least thirty (30) Business Days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. NEXTLINK will provide the reason for the change in volume by individual SS7 service.

ARTICLE 8. SIGNALING POINT CODES

8.1 Interconnection. NEXTLINK may utilize either the GTE CCS/SS7 network SPC or its own SPC for interconnection purposes when interconnecting its SPs or SSPs at the "A" Link level. NEXTLINK shall utilize its own SPC when interconnecting its STP at the "B" Link level. NEXTLINK agrees to obtain its own initial SPC if it has short or long range plans to provide its own STPs.

8.2 SPC. When the SPC is utilized, GTE shall be responsible for NEXTLINK code assignment. When NEXTLINK obtains its own SPC, NEXTLINK shall be responsible for code assignments and shall be responsible for notifying GTE and other CCS/SS7 network providers of such assignments.

8.3 SPC Change. Due to the complexities and potential NEXTLINK signaling network downtime required for changing working SPCs, NEXTLINK agrees to give GTE a written notice of an SPC change as soon as possible but no later than thirty (30) Business Days prior to the effective date of the SPC change.

ARTICLE 9. MONTHLY BILLING

Billing statements shall be rendered monthly by GTE to NEXTLINK. The monthly charge shall be the total of all monthly rate element charges associated with the Service. Payment to GTE for bills rendered to NEXTLINK shall be due thirty (30) calendar days after receipt of the invoice and NEXTLINK agrees to pay all billed amounts. Beginning the day after the due date of the bill, interest charges of twelve per cent (12%) per annum or the maximum allowed by law, whichever is less, shall be added to NEXTLINK's bill. Payments shall be applied to the oldest outstanding amounts first.

**ARTICLE 10.
LIABILITY AND INDEMNIFICATION**

- 10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.
- 10.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH AT SECTION 24.4 OF ARTICLE III OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- 10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, NEXTLINK shall defend GTE against all end users' claims just as if NEXTLINK had provided such service to its end users with its own employees. In any event, NEXTLINK shall assert its tariff limitation of liability for the benefit of both GTE and NEXTLINK.
- 10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of

any customer-specific information associated with either the originating or terminating numbers used to provision the Service.

- 10.5 No Warranties. IN ADDITION TO THE DISCLAIMER SET FORTH AT SECTION 24.3 OF ARTICLE III OF THE AGREEMENT, NEITHER GTE NOR NEXTLINK MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY Third Party CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS APPENDIX, THAT THE SERVICES PROVIDED UNDER THIS APPENDIX WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND NEXTLINK 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.

ARTICLE 11. RESERVATION OF RIGHTS

- 11.1 Rights Reserved. By entering into this Appendix to the Agreement, neither Party waives, releases or compromises any rights it may have to argue, in any federal or state regulatory proceeding (or in any judicial appeal following such a proceeding), in support of, or in opposition to any position, including but not limited to: (a) Accounting for deregulated (or detariffed) data base services; (b) removal from regulated accounts of expenses and investment associated with deregulated (or detariffed) data base services; and (c) any other issue pertinent to regulation or deregulation of costs which were, are now, or may in the future be, associated with the provisions of data base services. Each Party expressly reserves all its rights in connection with such matters.

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

For GTE:

GTE FLORIDA INCORPORATED


(Signature of Authorized Agent)

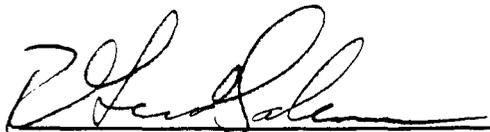
Connie Nicholas
(Printed Name of Authorized Agent)

Assistant Vice President
(Title) Wholesale Markets-Interconnection

6/21/99
(Date)

For NEXTLINK:

NEXTLINK FLORDIA, LLC


(Signature of Authorized Agent)

R. Gerard Saleme
(Printed Name of Authorized Agent)

Senior Vice President
(Title)

6-16-99
(Date)

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

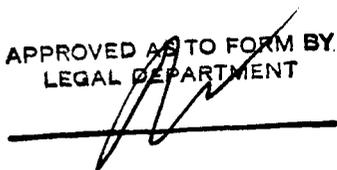


EXHIBIT A
 RATES AND CHARGES
 for Interconnection at

GTE's STPs

Rate Element	Rates & Charges	
	Nonrecurring	Monthly
1. STP Port Termination for an "A" Link Per Port	Tariff	Tariff
2. STP Port Termination for a "B" Link Per Port	Tariff	Tariff
3. 56 Kbps Digital Facility Dedicated Switched Access Transport Per Airline Mile	Tariff	Tariff
4. 56 Kbps Dedicated Switched Access Line	Tariff	Tariff
5. 1.544 Mbps (DS-1) High Capacity Digital Facility Dedicated Switched Access Transport Per Airline Mile	Tariff	Tariff
6. 1.544 Mbps (DS-1) Dedicated Switched Access Line	Tariff	Tariff
7. Facility Charge for "B" Links	Tariff	Tariff
8. ISUP Charge per Interconnection	Tariff	Tariff
8.1 For ISUP Service an additional SCP charge shall apply per interconnection.		

APPENDIX J
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE FLORIDA INCORPORATED, a State of Delaware corporation having its principal office at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and NEXTLINK FLORIDA, INC., a Washington corporation, having its principal office at 476 Highway A1A, Suite 8, Satellite Beach, FL 32937 ("Licensee") (or each may be referred to as a "Party" or collectively as "Parties").

2. Definitions.

- 2.1 "GTE's poles" or "GTE pole(s)" means a pole or poles solely owned by GTE, jointly owned by GTE and another entity, and space on poles obtained by GTE through arrangements with the owner(s) thereof.
- 2.2 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 "Attachments" means the equipment reasonably required by Licensee to provide its Telecommunications Services that is placed on GTE's poles.
- 2.4 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee's Attachments on a pole.
- 2.5 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.6 "Attachment Fee" means the fee assessed per pole and paid by Licensee to place Attachments on GTE's poles.

3. Purpose.

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

3.2 GTE agrees to permit Licensee to occupy, place and maintain its Attachments on such GTE poles as GTE may allow pursuant to the terms of this Agreement.

4. Grant of License.

Within the terms of this Agreement, GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space on specified GTE poles Licensee's Attachments on the terms and conditions set forth herein, and GTE shall not revoke that license without just cause. Licensee shall have no further right, title, or other interest in connection with GTE's poles. GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all GTE poles. Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services with the Attachments covered by this Agreement.

5. Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term. The post-termination arrangements in Article III, Section 2.2 of the Parties' Interconnection, Resale, and Unbundling Agreement shall also apply to any termination of this Agreement.

6. Pole Attachment Requests ("PARs").
- 6.1 Licensee shall submit a written Pole Attachment Request ("PAR") to GTE identifying the GTE poles upon which it desires to place Attachments. Each PAR shall be in a form specified by GTE and may be revised from time to time by GTE. All PARs submitted to GTE shall be processed on a first come, first served basis. GTE, in its sole judgment, will determine the availability of space on the GTE pole(s) specified in the PAR and will provide its response to the PAR within thirty (30) Calendar Days of its submission. Upon approval of the PAR, GTE shall return one copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All Attachments placed on GTE's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs for approval by GTE as needed. GTE is under no obligation to provide general information respecting the location and availability of GTE poles, except as may be necessary to process a PAR. No Attachment shall be placed on any GTE pole identified in a PAR until that PAR has been approved by GTE.
- 6.2 Licensee shall pay GTE a fee for processing a PAR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE poles included in the PAR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this License, to place and maintain the facilities described in the PAR in the space designated on the GTE poles identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Attachments, GTE shall notify Licensee of such fact and provide Licensee with a good faith estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin; (2) that Licensee shall undertake the Make-Ready Work itself or engage a third-party mutually acceptable to both parties to undertake the work at Licensee's expense, in which case Licensee shall pay GTE the costs GTE reasonably incurs pursuant to a revised good faith estimate; or (3) that it desires to cancel its PAR.

6.5 GTE shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other party with attachments on GTE's poles to rearrange or modify its attachments as may be required to accommodate Licensee's Facilities.

6.6 Licensee is not authorized and shall have no right to place facilities on any GTE pole unless that GTE pole is identified in an approved PAR.

7. Availability of Information Regarding Space on Poles.

GTE will provide information regarding the availability of pole space within thirty (30) Business Days of a written request by Licensee. Because GTE will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the thirty (30) Business Day time frame cannot be met, GTE shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.

8. Authority to Place Attachments.

8.1 Before Licensee places any Attachments on GTE's poles pursuant to an approved PAR, Licensee shall submit evidence satisfactory to GTE of its authority to erect and maintain the facilities to be placed on GTE's poles within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all rights-of-way, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place Attachments on GTE's poles. In the event Licensee must obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to utilize GTE's poles under an approved PAR, GTE shall, upon Licensee's request, provide written confirmation of its consent to Licensee's utilization of poles in a particular location in accordance with this Agreement, if needed by Licensee to obtain such additional approvals or authorizations. GTE shall also provide maps or drawings of its facilities' locations to the extent reasonably required by such governmental authority or private individual or entity for purposes of considering or granting Licensee's request to it for authority or approval.

8.2 GTE shall not unreasonably intervene in or attempt to delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required for Licensee to place its Attachments on GTE's poles.

- 8.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to attach to GTE's poles shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail to remove its Attachments within one hundred twenty (120) days of receiving notice to do so from GTE, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand.
- 8.4 Upon notice from GTE to Licensee that the cessation of the use of any one or more of GTE's poles is necessary for reasons of safety or has been directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments. Should Licensee fail to remove its Attachments within the time frame provided by the requesting or directing party or one hundred twenty (120) days of receiving notice to do so from GTE, whichever is less, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand by GTE.
9. Placement of Attachments.
- 9.1 Licensee shall, at its own expense, place and maintain its Attachments on GTE's poles in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing for all licensees and GTE in a nondiscriminatory manner, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibit A hereto, as may be revised from time to time by GTE and applied to all licensees and GTE in a nondiscriminatory manner.
- 9.2 Licensee's Facilities shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

10. Failure of Licensee to Place Attachments.

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

11. Attachment Fees.

11.1 Licensee shall pay to GTE an Attachment Fee, as specified in Exhibit B hereto, for each GTE pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by GTE from time to time as permitted by law upon sixty (60) days written notice to Licensee. Licensee may contest any such increase pursuant to the dispute resolution provisions in Section 27.

11.2 Attachments Fees shall become due and payable on the date a PAR is approved by GTE for all GTE poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.

11.3 GTE shall maintain an inventory of the total number of GTE poles occupied by Licensee based upon the cumulative number of poles specified in all PARs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Attachments under this Section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Attachments from GTE's poles. Except as provided in Section 18 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by GTE and may be revised from time to time at GTE's sole discretion. Licensee shall remain liable for Attachment Fees until Licensee's Attachments have been physically removed from GTE's poles.

12. Modifications, Additions or Replacements to Existing Attachments.

- 12.1 Except as provided in Sections 22-23 of this Agreement and as necessary to maintain or repair its facilities in the event of a service outage in accord with the terms of Section 9.1 of this Agreement, Licensee shall not modify, add to or replace Facilities on any pre-existing Licensee Attachment without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.
- 12.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Attachments.
- 12.3 Access to GTE's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by Section 22 of this Agreement.
- 12.4 Should Licensee request GTE to expand capacity or purchase additional plant, Licensee agrees to pay all costs GTE reasonably incurs to accommodate that request.

13. Rearrangements to Accommodate Other Licensees.

Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved. Licensee shall not be required to bear any of the cost to rearrange or replace its Attachment if such rearrangement or replacement is required solely as a result of an additional attachment or the modification of an existing attachment sought by any other entity, including GTE.

14. Unauthorized Attachments.

14.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Attachment(s), a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by Licensee to GTE for each unauthorized Attachment to a GTE pole that was not the result of an error or mistake on the part of GTE in processing, issuing, interpreting, or implementing an approved PAR. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the GTE pole. In the event that the date the unauthorized Attachment was first placed on a GTE pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs reasonably incurred by GTE to rearrange any unauthorized Attachment(s) of Licensee if such rearrangement is required to safeguard GTE's Attachment(s) or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to GTE all costs reasonably incurred by GTE to reinforce, replace or modify any GTE pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection 14.1 shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by GTE.

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

14.2.1 An Attachment to a GTE pole which pole is not identified in any PAR approved in accordance with this Agreement;

14.2.2 An Attachment that occupies more space than that allocated to Licensee by GTE;

14.2.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR issued pursuant to this Agreement;

14.2.4 An addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved GTE pole(s).

- 14.2.5 An Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee.

15. Surveys and Inspections of Pole Attachments.

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

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

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

17. Disclaimer of Warranties.

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

18. Default and Remedies.

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

- 18.1.1 Except in circumstances where a good faith dispute exists and only to the extent of such dispute, failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) days after written notice thereof to Licensee;
 - 18.1.2 Failure by Licensee to perform or observe any other material term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
 - 18.1.3 The filing of any tax or mechanic's lien against GTE's poles which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
 - 18.1.4 Licensee's voluntary or involuntary bankruptcy;
 - 18.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 18.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Attachments is denied or revoked.
- 18.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 18.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the reasonable cost of which performance shall be paid by Licensee to GTE upon demand;
 - 18.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or

- 18.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 18.3 Any reasonable costs and expenses incurred by either Party (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid upon demand.
- 18.4 Upon termination of this Agreement by GTE because of a Material Default by Licensee, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Pole Attachment fees.
- 18.5 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.
19. Indemnification.
- 19.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that arises from or is related to this Agreement or Licensee's activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments or Make Ready work undertaken by Licensee or a third party under Licensee's direction and control) except to the extent attributable to the negligence or willful misconduct of GTE or GTE's agents, officers, employees and assigns.
- 19.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature arising out of or connected with this Agreement or Licensee's activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee further indemnifies GTE from subsequent taxes and fees that may be levied by municipalities ROWs in association with these agreements. Such fees that are levied would be in addition to the attachment/occupancy fees reflected in this Agreement. Each Party

expressly assumes all liability for actions brought against the other Party and its agents, officers, employees and assigns, by the indemnifying Party's agents, officers or employees and the indemnifying Party expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

- 19.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on GTE's poles and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 19.4 Without limiting the foregoing, each Party expressly agrees to indemnify, defend and hold harmless the other Party and its agents, officers, employees and assigns from any and all claims asserted by customers of the indemnifying Party reasonably arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of the other Party or its agents, officers, employees and assigns.
- 19.5 Notwithstanding anything to the contrary in this Agreement, each Party further shall indemnify and hold harmless the other Party, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of the indemnifying Party or that Party's predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of the indemnifying Party to comply with Environmental, Safety and Health Laws.
- 19.6 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 19.7 Each Party shall indemnify, protect and hold harmless the other Party from and against any and all claims for libel and slander, copyright and/or patent infringement reasonably arising by reason of installation and use of Licensee's equipment on GTE's poles pursuant to this Agreement.

20. Insurance.

- 20.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 19 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 20.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.
- 20.3 Each Party shall promptly advise the other Party in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.
- 20.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

21. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated

Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

22. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While GTE shall not be responsible for the repair of Licensee's Attachments that are damaged (except by mutual written agreement), GTE shall nonetheless control access to its poles if the restoration is to be achieved in an orderly fashion.

22.1 Where GTE and Licensee are involved in emergency restorations, access to GTE's poles will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

22.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

22.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where GTE is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the

likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

- 22.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Attachments, or any action or failure to act by GTE, under this Section 22 shall not constitute a basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee, except for actions for direct damages for willful and malicious misconduct.
23. Damage Suspected to Licensee's Facilities Only.
- 23.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify GTE of said damage at (800) 451-3527, or such other telephone number as GTE shall establish and provide to Licensee. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Attachments.
- 23.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.
- 23.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.
- 23.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Attachments, or any action or failure to act by GTE, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim, except for actions for direct damages for willful and malicious misconduct.

24. Abandonment.

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

25. Notices.

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

To Licensee:

NEXTLINK Florida, Inc.
Director, Regulatory Affairs
476 Highway A1A, Suite 8
Satellite Beach, FL 32937
Telephone: (407) 779-8585
Facsimile: (407) 779-8882

and

NEXTLINK Florida, Inc.
Director, Regulatory Affairs
1730 Rhode Island Avenue NW, Suite 1000
Washington, D.C. 20036
Telephone: (202) 721-0999
Facsimile: (202) 721-0995

To GTE:

GTE Florida Incorporated
Attn: Assistant Vice President/Associate General Counsel
Business Development & Integration
600 Hidden Ridge - HQE03J43
Irving, TX 75038
Telephone: (972) 718-6361
Facsimile: (972) 718-3403

and

GTE Florida Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge - HQE03D52
Irving, TX 75038
Telephone: (972) 718-5988
Facsimile: (972) 719-1519

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

26. Non-Waiver of Terms and Conditions.

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

27. Dispute Resolution.

27.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to the interpretation of this Agreement or its breach. Nothing in this subsection 27.1, however, shall divest the Commission, the FCC, or state or federal courts of any jurisdiction they otherwise have over matters of public policy or interpretation of, and compliance with, state or federal law, and either Party may seek redress from the Commission, the FCC, or state or federal court to resolve such matters.

27.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these

negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

- 27.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also to take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in a mutually agreeable city. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 27.4 Each Party shall bear its own costs, including attorneys' fees and the costs of responding to reasonable discovery, incurred in connection with any of the foregoing procedures. If the arbitrator finds that a Party's discovery requests require the responding Party to undertake unreasonable or unnecessarily burdensome efforts or expense, the Party seeking discovery shall reimburse the responding Party the costs of production of documents in response to such requests (including search time and reproduction costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

28. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) the federal Telecommunications Act of 1996 and implementing FCC orders and/or State law governing pole attachments and (vi) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

29. Force Majeure.

Neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

30. Assignment.

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

31. Applicable Law.

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

32. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, guidelines, orders, or tariffs that are currently in force or that may be prescribed by any federal, state or local governmental authority. The parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation, guideline, order, or tariff. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

33. Headings.

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

34. Entire Agreement.

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

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

For GTE:

For Licensee:

GTE FLORIDA INCORPORATED

NEXTLINK Florida, Inc.


(Signature of Authorized Agent)


(Signature of Authorized Agent)

Connie Nicholas
(Printed Name of Authorized Agent)

R. Gerard Salemm
(Printed Name of Authorized Agent)

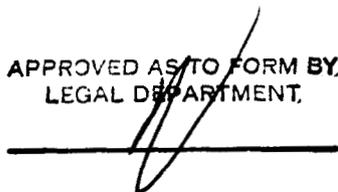
Assistant Vice President
(Title) Wholesale Markets- Interconnection

Senior Vice President
(Title)

6/21/99
(Date)

6-16-99
(Date)

APPROVED AS TO FORM BY,
LEGAL DEPARTMENT,



SPECIFICATIONS FOR POLE ATTACHMENT

The following are examples of procedures and specifications which are utilized by GTE for placement of cables on poles. Licensees are required to follow these procedures when occupying GTE facilities. Copies of these documents are contained in a complete construction set of GTE Practices available from:

GTE Network Services
Network Operations Support
Irving, Texas
Attn: Lee Elam (972)718-2523

<u>Practice</u>	<u>Issue</u>	<u>Title</u>
624-627-000	04	Placing Aerial Optical Cable
604-105-012	04	GTE & Joint-Use Clearances and Separations
605-100-100	05	Cable Bonding & Grounding, Joint Construction
605-100-201	05	Cable Bonding & Grounding, Cable Entering a Central Office
605-100-203	05	Cable Bonding & Grounding, Aerial Cable Facilities
621-020-105	01	Suspension Strand Attachment of Poles
627-100-200	03	Aerial Cable - Suspension Strand Selection & Tensioning
627-100-201	04	Cable in Place Sags and Tensions
627-100-206	02	Slack Span Construction Installation
627-101-200	02	Strand Attachments, Installation/Placement
627-201-200	04	Aerial Cable Supports & Spacers, Description & Installation
627-201-201	03	Aerial Cable Facilities - Cable Support & Spacer Procedures

RATE FOR POLE ATTACHMENT

The following annual rate applies per pole to which Licensee attaches:

\$2.05

APPENDIX K
CONDUIT OCCUPANCY AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE FLORIDA INCORPORATED, a State of Delaware corporation having its principal office at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and NEXTLINK FLORIDA, INC., a Washington corporation, having its principal office at 476 Highway A1A, Suite 8, Satellite Beach, FL 32937 ("Licensee") (or each may be referred to as a "Party" or collectively as "Parties").

2. Definitions.

- 2.1 "GTE's conduit(s)" or "GTE conduit(s)" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.
- 2.2 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 "Conduit" or "Duct" means a single enclosed raceway used to house Innerduct.
- 2.4 "Innerduct," unless otherwise specified or approved by GTE, shall mean a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing communications facilities.
- 2.5 "Facilities" means all facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.
- 2.6 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee's Facilities in a conduit.
- 2.7 "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.
- 2.8 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law,

ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.9 "Occupancy Fee" means the fee paid by Licensee to GTE per linear foot for each innerduct occupied by Licensee's Facilities in GTE's Conduit(s).

3. Purpose.

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

4. Grant of License.

Within the terms of this Agreement, GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space in specified GTE conduits Licensee's Facilities on the terms and conditions set forth herein, and GTE shall not revoke that license without just cause. Licensee shall have no further right, title, or other interest in connection with GTE's conduit(s). GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place and maintain facilities in or otherwise use any or all of GTE's conduit(s). Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Service with Licensee's Facilities covered by this Agreement.

5. Term.

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

90 calendar days after the end of the current term. The post-termination arrangements in Article III, Section 2.2 of the Parties' Interconnection, Resale, and Unbundling Agreement shall also apply to any termination of this Agreement.

6. Conduit Occupancy Requests.

- 6.1 Upon execution of this Agreement, Licensee shall have the right to submit a written Conduit Occupancy Request ("COR") to GTE specifying the GTE conduits in which it desires to place its Facilities. Each COR shall be in a form specified by GTE, which form may be revised from time to time by GTE. CORs received by GTE shall be processed on a first come, first served basis. GTE will determine the availability of space for Licensee's Facilities in the GTE conduit(s) specified in the COR within thirty (30) Calendar Days of its submission. Upon approval of the COR, GTE shall return a copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All of Licensee's Facilities placed in GTE's conduit(s) pursuant to an approved COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent CORs for approval by GTE as needed. All of Licensee's Facilities shall be placed in innerduct unless otherwise approved by GTE. No facilities of any kind shall be placed in any GTE conduit(s) identified in a COR until that COR has been approved by GTE.
- 6.2 Licensee shall pay GTE a fee for processing a COR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE conduits included in the COR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved COR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee's Facilities described in the COR in the innerducts of the GTE conduit(s) identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Facilities, GTE shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin; (2) that Licensee shall undertake the Make-Ready Work itself or engage a third party mutually acceptable to both parties to undertake the work at Licensee's expense, in which case Licensee shall pay GTE the costs GTE reasonably incurs pursuant

to a revised good faith estimate; or (3) that Licensee desires to cancel its COR.

- 6.5 Nothing herein shall confer any right upon Licensee to place power cables or related power equipment in GTE conduit(s) or Manholes. Licensee shall place equipment of this nature in its own pull boxes outside of GTE's Conduit(s) or Manholes. Cable connectors or splicing devices shall not be used by Licensee in GTE's conduit(s) or innerducts.

7. Availability of Conduit Maps.

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

8. Availability of Information Regarding Space In Conduits.

GTE will provide information regarding the availability of conduit space within thirty (30) Calendar Days of a written request by Licensee. Because GTE will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the thirty (30) Calendar Day time frame cannot be met, GTE shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.

9. Authority to Place Licensee's Facilities.

- 9.1 Before Licensee places any of Licensee's Facilities in GTE's conduit(s) pursuant to an approved COR, Licensee, upon request, shall submit sufficient evidence to GTE of its authority to maintain the Facilities to be placed in GTE's conduit(s) within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all licenses, authorizations, permits and consents from federal, state and municipal

authorities or private property owners that may be required to place and maintain Licensee's Facilities in GTE's conduit(s).

- 9.2 GTE shall not attempt to prevent or delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from any federal, state or municipal authorities, or private property owners that may be required by Licensee to place Licensee's Facilities in GTE's conduit(s).
- 9.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to occupy GTE's conduit(s) shall terminate immediately and Licensee shall promptly remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand.
- 9.4 Upon notice from GTE to Licensee that the cessation of the use of any portion of GTE's conduit(s) has been ordered or directed by any federal, state or municipal authority, or private property owner, Licensee's permission to occupy such GTE conduit(s) shall terminate immediately and Licensee promptly shall remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand by GTE.
10. Placement of Licensee's Facilities.
- 10.1 Licensee shall, at its sole expense, place and maintain Licensee's Facilities in GTE's conduit(s) in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing for all licensees and GTE in a nondiscriminatory manner, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibit A hereto, as

may be revised from time to time by GTE and applied to all licensees and GTE in a nondiscriminatory manner.

10.2 Licensee's Facilities shall be tagged at each manhole so as to identify Licensee as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read.

11. Failure of Licensee to Occupy Conduit Space.

Upon approval of a COR, Licensee shall have sixty (60) days in which to begin the placement of Licensee's Facilities in the GTE conduit(s) covered by the COR. If Licensee has not begun placing its Facilities within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Facilities within the sixty (60) days prescribed by this Section, the previously approved COR shall be deemed rescinded by GTE and Licensee shall have no further right to place Licensee's Facilities pursuant to that COR.

12. Occupancy Fees.

12.1 Licensee shall pay to GTE an Occupancy Fee, as specified in Exhibit B hereto, for each linear foot of innerduct occupied by Licensee's Facilities in GTE's conduit(s). If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. The Occupancy Fee specified in Exhibit B hereto is the fee applicable to 1" or 1-1/4" diameter innerduct. GTE reserves the right to charge a higher fee for innerduct of greater diameter. The Occupancy Fee may be increased by GTE from time to time as permitted by law upon sixty (60) days written notice to Licensee. Licensee may contest any such increase pursuant to the dispute resolution provisions in Section 27.

12.2 Occupancy Fees shall become due and payable on the date a COR is approved by GTE for all GTE innerducts identified in that COR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) days of the receipt of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.

12.3 GTE shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in GTE's conduit(s) based upon the cumulative linear footage per innerduct from all CORs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Facilities for purposes of determining the Occupancy Fees to be paid by Licensee under

this section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Licensee's Facilities from GTE's conduit(s). Written notice of such removals (unless they are covered by Section 17 of this Agreement) shall be provided to GTE at least thirty (30) days prior to the removal. Each Notice of Removal shall be in a form specified by GTE. Licensee shall remain liable for all Occupancy Fees until Licensee's Facilities have been physically removed from GTE's conduits.

13. Modifications, Additions or Replacements of Licensee's Facilities.

13.1 Except as provided in Sections 21-22 of this Agreement and as necessary to maintain or repair its facilities in the event of a service outage in accord with the terms of Section 10.1 of this Agreement, Licensee shall not modify, add to or replace Licensee's Facilities in any GTE conduit(s) without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the GTE conduit(s) involved.

13.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require any modification, replacement or reinforcement of the GTE conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee shall be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of Licensee's Facilities.

13.3 Access to GTE's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 21 of this Agreement.

14. Unauthorized Occupancy of GTE Conduit.

14.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Licensee to GTE for each unauthorized occupancy of GTE's conduit(s) by Licensee that was not the result of an error or mistake on the part of GTE in processing, issuing, interpreting, or implementing an approved COR. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Occupancy Fee

for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs reasonably incurred by GTE to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to safeguard GTE's facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to GTE all costs reasonably incurred by GTE to reinforce, replace or modify any GTE conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee. The Occupancy Fee referenced in this subsection 14.1 shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by GTE.

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

14.2.1 The presence of Licensee's Facilities in any GTE conduit which conduit is not identified in any COR approved in accordance with this Agreement;

14.2.2 The presence of Licensee's Facilities in any GTE conduit that occupies more space than that allocated to Licensee by GTE;

14.2.3 Licensee's Facilities that are not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;

14.2.4 An addition or modification by Licensee to its pre-existing Facilities in any GTE conduit that impairs the structural integrity of that GTE conduit.

14.2.5 The presence of facilities in GTE's conduit(s) placed by Licensee that are owned or controlled by and for the use of a party other than Licensee.

15. Modification or Alteration GTE Conduits.

15.1 In the event GTE plans to modify or alter any GTE conduit(s) that house Licensee's Facilities, GTE shall provide Licensee notice of the proposed modification or alteration at least fourteen (14) days prior to the time the proposed modification or alteration is scheduled to take place. Should

Licensee decide to modify or alter Licensee's Facilities in the GTE conduit(s) to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make the GTE conduit(s) accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

15.2 In the event GTE moves, replaces or changes the location, alignment or grade of GTE's conduit(s) ("relocation") for reasons beyond GTE's control, Licensee concurrently shall relocate Licensee's Facilities. Licensee shall be solely responsible for the costs of the relocation of Licensee's Facilities.

16. Disclaimer of Warranties.

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

17. Default and Remedies.

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

17.1.1 Except in circumstances where a good faith dispute exists and only to the extent of such dispute, failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) days after written notice thereof to Licensee;

17.1.2 Failure by Licensee to perform or observe any other material term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

17.1.3 The filing of any tax or mechanic's lien against any GTE conduit(s) which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;

- 17.1.4 Licensee's voluntary or involuntary bankruptcy;
 - 17.1.5 Licensee's knowing use or maintenance of Licensee's Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 17.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Facilities is denied or revoked.
- 17.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 17.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the reasonable cost of which performance shall be paid by Licensee to GTE upon demand;
 - 17.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 17.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 17.3 Any reasonable costs and expenses incurred by either Party (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be paid to that Party by the other Party upon demand.
- 17.4 Upon termination of this Agreement by GTE, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Occupancy Fees.
- 17.5 All rights and remedies of GTE set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

18. Indemnification.

- 18.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities) except to the extent attributable to the negligence or willful misconduct of GTE or GTE's agents, officers, employees, and assigns.
- 18.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities), except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee further indemnifies GTE from subsequent taxes and fees that may be levied by municipalities ROWs in association with these agreements. Such fees that are levied would be in addition to the attachment/occupancy fees reflected in this Agreement. Each Party expressly assumes all liability for actions brought against the other Party and its agents, officers, employees and assigns, by the indemnifying Party's agents, officers or employees and the indemnifying Party expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 18.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any of Licensee's Facilities placed in any GTE conduit(s) and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 18.4 Without limiting the foregoing, each Party expressly agrees to indemnify, defend and hold harmless the other Party and its agents, officers, employees and assigns from any and all claims asserted by customers of the indemnifying Party in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of the other Party or its agents, officers, employees and assigns.

- 18.5 Notwithstanding anything to the contrary in this Agreement, each Party further shall indemnify and hold harmless the other Party, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of the indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of the indemnifying Party to comply with Environmental, Safety and Health Laws.
- 18.6 In no event shall either Party be liable to the other Party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 18.7 Each Party shall indemnify, protect and hold harmless the other Party from and against any and all claims for libel and slander, copyright and/or patent infringement reasonably arising by reason of installation and use of Licensee's equipment in GTE's Ducts pursuant to this Agreement.

19. Insurance.

- 19.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 18 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 19.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be cancelled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.

- 19.3 Each Party shall promptly advise the other Party in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.
- 19.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

20. Taxes.

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

21. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Facilities in GTE's conduit(s). While GTE shall not be responsible for the repair of Licensee's Facilities that are damaged (except by mutual written agreement), GTE shall nonetheless control access to its Conduits if the restoration is to be achieved in an orderly fashion.

- 21.1 Where GTE and Licensee are involved in emergency restorations, access to GTE's conduit(s) will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

21.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

21.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.
- (b) Where GTE is unable to grant simultaneous access to all other entities with facilities in GTE's conduit(s), access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

21.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Facilities, or any action or failure to act by GTE under this Section 21 shall not constitute a basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee except for actions for direct damages for willful and malicious misconduct.

22. Damage Suspected to Licensee's Facilities Only.

22.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify GTE of said damage at (800) 451-3527, or such other telephone number as GTE shall establish and provide to Licensee. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Facilities.

22.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency

telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.

- 22.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.
- 22.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's facilities, or any action or failure to act by GTE, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim except for actions for direct damages for willful and malicious misconduct.
23. Access to GTE's Manholes/Handholes.
- 23.1 GTE will allow Licensee to audit manholes/handholes that are included in any COR submitted to GTE to confirm usability. Licensee shall give GTE at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. GTE shall have the right to have a GTE employee or agent present when its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's activities in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect.
- 23.2 For purposes other than to audit usability, GTE's manholes/handholes shall be opened only as permitted by GTE and only after Licensee has obtained all necessary authorizations from appropriate authorities to open manholes/handholes and conduct work operations therein. GTE shall have the right to have a GTE employee or agent present at any site at which its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's work operations in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect. The presence of GTE's

authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around GTE's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

24. Abandonment.

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

25. Notices.

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

To Licensee:

NEXTLINK Florida, Inc.
Director, Regulatory Affairs
476 Highway A1A, Suite 8
Satellite Beach, FL 32937
Telephone: (407) 779-8585
Facsimile: (407) 779-8882

and

NEXTLINK Florida, Inc.
Director, Regulatory Affairs
1730 Rhode Island Avenue NW, Suite 1000
Washington, D.C. 20036
Telephone: (202) 721-0999
Facsimile: (202) 721-0995

To GTE:

GTE Florida Incorporated
Attn: Assistant Vice President/Associate General Counsel
Business Development & Integration
600 Hidden Ridge - HQE03J43
Irving, TX 75038
Telephone: (972) 718-6361
Facsimile: (972) 718-3403

and

GTE Florida Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge - HQE03D52
Irving, TX 75038
Telephone: (972) 718-5988
Facsimile: (972) 719-1519

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

26. Non-Waiver of Terms and Conditions.

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

27. Dispute Resolution.

27.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to the interpretation of this Agreement or its breach. Nothing in this subsection 27.1, however, shall divest the Commission, the FCC, or state or federal courts of any jurisdiction they otherwise have over matters of public policy or interpretation of, and

compliance with, state or federal law, and either Party may seek redress from the Commission, the FCC, or state or federal court to resolve such matters.

- 27.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.
- 27.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in a mutually agreeable city. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 27.4 Each party shall bear its own costs, including attorneys' fees and the costs of responding to reasonable discovery, incurred in connection with any of the foregoing procedures. If the arbitrator finds that a Party's discovery requests require the responding Party to undertake unreasonable or unnecessarily burdensome efforts or expense, the Party seeking discovery shall reimburse the responding Party the cost of reproducing documents in response to such requests (to include search time and reproduction time costs). The fees

associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

28. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, (v) the federal Telecommunications Act of 1996 and implementing FCC orders and/or State law governing conduit occupancy, and (vi) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

29. Force Majeure.

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

30. Assignment.

- 30.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE, which consent shall not be unreasonably withheld. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.
- 30.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and liabilities under this Agreement.
- 30.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

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

31. Applicable Law.

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

32. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

33. Headings.

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

34. Entire Agreement.

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

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

For GTE:

For Licensee:

GTE FLORIDA INCORPORATED

NEXTLINK Florida, Inc.

Connie Nicholas
(Signature of Authorized Agent)

R. Gerard Salemm
(Signature of Authorized Agent)

Connie Nicholas
(Printed Name of Authorized Agent)

R. Gerard Salemm
(Printed Name of Authorized Agent)

Assistant Vice President
(Title) Wholesale Markets-Interconnection

Senior Vice President
(Title)

6/21/99
(Date)

6-16-99
(Date)

APPROVED AS TO FORM BY
LEGAL DEPARTMENT
[Signature]

SPECIFICATIONS FOR CONDUIT OCCUPANCY

The following are examples of procedures and specifications which are utilized by GTE for placement of cables in conduits, manholes and handholes. Licensees are required to follow these procedures when occupying GTE facilities. Copies of these documents are contained in a complete construction set of GTE Practices available from:

GTE Network Services
Network Operations Support
Irving, Texas
Attn: Lee Elam (972)718-2523

<u>Practice</u>	<u>Issue</u>	<u>Title</u>
624-622-000	03	Placing Subduct for Optical Fiber Cable
624-628-000	04	Optical Fiber Cable - Underground Placement
628-020-202	04	Underground Cable Rubber Conduit Plugs - Install & Removal
628-020-203	02	Underground Cable Conduits, PR-851-CS, Conduit Sealing Kits
628-025-016	04	Underground Manholes & Cable Vaults Testing/Ventilation
628-100-201	02	Underground Cable Placing, Cable in Main Conduit Installation
628-100-202	03	Cable Guards and Riser Poles & Buildings, Installation
628-125-200	02	Polyethylene Sheath Cable, Installation in Manholes
632-020-103	02	Identification Label & Tags, OSP Cable & Equipment Cabinets
911-200-072	02	Conduit - Manholes
605-100-202	07	Cable Bonding & Grounding, Underground Cable in Manholes
628-125-202	02	Splicing Arrangements in Manholes - Installation
622-500-204	04	Manholes-Hardware (Addendum 0782)

RATES FOR CONDUIT OCCUPANCY

The following annual rates apply per linear foot of conduit occupied by Licensee:

<u>Subduct</u>	<u>Full Duct</u>
\$1.05	\$2.11

APPENDIX L
RECIPROCAL COMPENSATION FOR CALL TERMINATION
WHEN NEXTLINK USES GTE UNBUNDLED LOCAL SWITCHING,
UNBUNDLED PORTS & SHARED TRANSPORT

This appendix is intentionally left blank. At such time as NEXTLINK desires to obtain unbundled local switching, unbundled ports, and shared transport from GTE, the Parties agree to negotiate the terms and conditions of this Appendix and to amend this Agreement accordingly. NEXTLINK shall not obtain unbundled local switching, unbundled ports, and shared transport from GTE until such amendment is effective.

APPENDIX 37A

GTE PERFORMANCE MEASURES

PRE-ORDERING/ORDERING/PROVISIONING

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	National	Prompt transmission of Customer Service Record (CSR) Information	85% of CSR's sent to CLEC by the close of business on business day following receipt of request
2	GTE	National	Prompt transmission of Local Service Confirmation (LSC)	85% of LSC's sent to CLEC by the close of business on business day following receipt of request
3	GTE	State	Due Date commitments met	Percent of CLEC customers install, transfer, and change service orders for which service is installed by close of business on the committed due date is not more than 2.5% below the percent of GTE customers install, transfer, and change service orders
4	GTE	State	% reporting trouble within 30 days of the date installed - Designed	Percent of CLEC customers install, transfer, and change Designed service orders which are followed by a customer trouble report within 30 days of service order completion date is not more than 2.5% greater than the percent GTE customers install, transfer, and change Designed service orders which are followed by a customer trouble report within 30 days of service order completion
5	CLEC	National	Service Order discrepancy: LSR's issued without material errors	80% of LSR's initiated by CLEC do not contain an order discrepancy or error: 90% in 12 months. Final target - 95%

Measure No.	Obligation	Data Level	Measurement	Quality Standard
6	GTE	National	Average speed of answer per inquiry by GTE's call center within 20 seconds	80% of the time GTE will answer within 20 seconds

INTERCONNECTION

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	State	Trunk orders completed on or before the Committed Due Date	Percent of CLEC trunk orders completed by GTE on or before the commitment date is not more than 10% below the percent of FG B/D Switched access orders by all ordering companies completed by GTE on or before the commitment date
2	GTE	National	Firm Order Confirmation (FOC) on time delivery	Percent of CLEC trunk orders completed by GTE on or before the commitment date is not more than 5% below the percent of FG B/D Switched access by all ordering companies for which GTE sends FOC (within 5 days, or longer, as requested by CLEC)
3* Note: Capability to report on this measure anticipated by 1Q99.	CLEC	National	Service Order discrepancy: ASR's issued without material errors	80% of ASR's initiated by CLEC do not contain material error or result in discrepancy; 90% in 12 months. Final target 95%

MAINTENANCE/REPAIR

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	State	Percent Commitments Met	Percent of CLEC customers Network trouble reports where commitment was met more than 2.5% greater than the percent of GTE's customer Network trouble reports where commitment was met (excluding reports which are cleared CPE, CLEC customers error)
2	GTE	State	Average clearing time - Out of Service (OOS) - Designed	Average repair time (total number of elapsed hours/ minutes for OOS CLEC customers Network trouble reports divided by total number OOS customer Network trouble reports) for CLEC customers is more than 10% of the average repair time for GTE customers (includes only "Designed" services)
3	GTE	State	Average clearing time - Out Of Service (OOS) - Non-Designed	Average repair time (total number of elapsed hours/minutes for OOS CLEC customers Network trouble reports divided by total number OOS customer Network trouble reports) for CLEC customers is more than 10% of the average repair time for GTE customers (includes only POTS and circuits which do not require a design)
4	GTE	State	Percent reports per 100 (Failure Frequency)	Percent of CLEC customers making trouble reports (total number of CLEC customers Network trouble reports divided by the total access lines multiplied by 100) is not greater than .5 percent points of the percentage of GTE customers making trouble reports
5	GTE	National	Average speed of answer per inquiry by GTE's call center within 20 seconds	80% of the time GTE will answer within 20 seconds

Measure No.	Obligation	Data Level	Measurement	Quality Standard
6	GTE	State	Percent repeat reports in 30 days	Percent of CLEC customers repeat trouble reports (total number of CLEC customers Network trouble reports which had a previous Network trouble report within the last 30 days divided by the total of customer Network trouble reports multiplied by 100) is not more than 2.5% greater than the percent of GTE customers repeat trouble reports

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

BILLING

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	National	Timeliness: Percentage of Service Order related Monthly recurring and Non recurring charges billed within 30 days from the LSR effective date.	GTE agrees to make an initial assessment of it's capability to measure the percent of dollar amount due for service orders billed in the current billing period in which the service order was completed. Quality Standard to be determined.
2	GTE	National	Timeliness: Percentage of IntraLata toll charges billed within 90 days from the date the call was recorded.	GTE agrees to make an initial assessment of it's capability to measure the percent of dollar amount due for Usage charges billed within 90 days from the date the service was rendered. Quality Standard to be determined.
3	GTE	National	Accuracy: Percent of wholesale charges billed accurately.	GTE agrees to make an initial assessment of it's capability to measure the percent of total Net dollars accurately billed, excluding bill correcting adjustments resulting from CLEC's inaccurate LSR's. Quality Standard to be determined.
4	GTE	National	Timeliness: Percentage of adjustments posted to the customers wholesale bill within 60 days from receipt of a Billing Inquiry form.	GTE agrees to make an initial assessment of it's capability to measure the percent of all corrections and adjustments made within agreed time frames. Quality Standard to be determined.
5	GTE	National	Customer Usage Data: Timeliness: Delivery of all messages delivered within 5 days of when the message was recorded	GTE's initial service performance threshold will be 94% of all messages delivered within 6 days from when the message was recorded by GTE.

6	GTE	National	Customer Usage Data: Accuracy of transmitted customer Usage data	GTE's service delivery threshold will be established at 99% of recorded Usage data correctly transmitted to CLEC.
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FORECASTING

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	CLEC	State	Service Units requirements accurately forecast all volumes for each month contained in the quarterly report.	Volume of CLEC's Service Units requirements in a month is not greater than 10% below the amount forecast by CLEC in it's most recent quarterly forecast (which shall have been made not later than 30 days prior to the quarter in question)

APPENDIX 46A
AT&T TERMS

Pursuant to Section 46 of Article III of this Agreement and subject to all of the terms and conditions thereof, the following AT&T Terms referred to in Section 46 will be substituted for the specified terms of this Agreement which are set out below as and when Section 46 calls for them to be substituted.

1. Transport and Termination of Local Traffic. The following rates in Attachment 14, Appendix 4 - Annex 1 of the AT&T Agreement will apply instead of the rates in Appendix C of this Agreement:

End Office Switching	\$	0.0025
Tandem Switching	\$	0.00125
Common Transport Facility/mile	\$	0.0000017
Common Transport Termination	\$	0.000100
Tandem Transiting Charge	\$	0.001467

2. Recurring Charges for Unbundled Network Elements. The following recurring rates in Attachment 14, Appendix 2 - Annex 1 of the AT&T Agreement will apply instead of the rates in Appendix F of this Agreement:

Unbundled Loops		
2 Wire Analog Loop	\$	20.00
4 Wire Analog Loop	\$	25.00
Loop Distribution (interim)	\$	7.50
Loop Feeder (interim)	\$	3.00
Switching		
Local Switching		
Per Originating MOU	\$	0.004
Per Terminating MOU	\$	0.00375
Tandem Switching	\$	0.0009512

Ports		
2-wire Analog Port	\$	4.75
DS-1 Port	\$	72.25
Common/Shared Transport		
Transport Facility/ per mile	\$	0.0000017
Transport Termination/ per minute	\$	0.0001
Dedicated Transport		
DS-1 system	\$	125.00
Voice facility	\$	2.60
DS-1 facility per mile	\$	0.50
DS-1 per termination	\$	30.00
DS-3 facility per mile	\$	13.00
DS-3 per termination	\$	285.00
DS-1 to DS-0 multiplexing	\$	205.00
DS-3 to DS-1 multiplexing	\$	305.00
Database and Signalling Systems		
Signalling Links and STP		
56 Kbps Links	\$	80.00
DS-1 Link	\$	125.00
Signal Transfer Point ("STP")		
Port Termination	\$	350.00
Call Related Databases		
Line Information Database (ABS - Queries)	\$	0.04
Toll Free Calling Database (DB800 Queries)	\$	0.011

3. Nonrecurring Charges for Unbundled Network Elements. The following nonrecurring rates in Attachment 14, Appendix 2 - Annex 1 of the AT&T Agreement will apply instead of the rates in Appendix F of this Agreement:

Unbundled Element		
Loop or Port Service Ordering		
Initial Service Order	\$	47.25
Transfer of Service	\$	16.00
Customer Service Record	\$	5.25
Installation		
Unbundled loop, per loop	\$	10.50
Unbundled port, per port	\$	10.50
Loop Facility Charge	\$	62.50

4. Recurring Charges for Collocation. The following recurring rate in Attachment 14, Appendix 3 - Annex 1 of the AT&T Agreement will apply instead of the applicable federal and state EIS tariff rate referenced in Article IX of this Agreement:

Partitioned Space/square foot/month	\$	1.85
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**APPENDIX 46B
GTE TERMS**

Pursuant to Section 46 of Article III of this Agreement, the following terms shall be applied in the event the AT&T Terms are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

<u>Issue Description</u>	<u>GTE Agreement Reference</u>
1. The rates for the transport and termination of local traffic.	The rates in Appendix C of this Agreement will apply.
2. The rates for unbundled network elements.	The rates in Appendix F of this Agreement will apply.
3. The nonrecurring rates for unbundled network elements.	The rates in Appendix F of this Agreement will apply.
4. The recurring rates for collocation	The federal and state EIS tariff rates referenced in Article IX of this Agreement will apply.