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December 2, 1996

VIA FEDERAL EXPRESS

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

Re: Docket No. 960979-TP

Dear Ms. Bayo:

Please find enclosed for filing in connection with the above-referenced docket the original and 15 copies of the Supplemental Testimony of Robert G. Berger and Testimony of George Simons on behalf of WinStar Wireless of Florida, Inc.

Please date-stamp the additional copies of the testimonies and return them in the enclosed envelope. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me at the above telephone number.

Very truly yours,



Richard M. Rindler

- ACK _____
- AFA _____ Enclosures
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
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- SEC _____ 152757.1
- WAS _____
- OTH _____



Berger
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Simons
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CERTIFICATE OF SERVICE

Docket No. 960979-TP

I hereby certify that on this 2nd day of December 1996 copies of the Supplemental Testimony of Robert G. Berger and the Testimony of George Simons were served by first class mail, postage prepaid, on the following:

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Richard Rindler

* VIA FACSIMILE

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In the matter of

WINSTAR WIRELESS OF FLORIDA, INC.

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

GTE FLORIDA INCORPORATED

Docket No. 960979-TP

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

December 2, 1996

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

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

2 **A. My name is Robert G. Berger. My business address is WinStar Communications,**
3 **Inc., 1146 19th Street, N.W., Suite 250, Washington, D.C. 20036.**

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

5 **Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY?**

6 **A. My supplemental testimony, in support of WinStar's petition for arbitration of**
7 **rates, terms and conditions for interconnection and related arrangements filed**
8 **with the Florida Public Service Commission ("Commission") pursuant to Section**
9 **252(b) of the Telecommunications Act of 1996, Pub. L. No. 104-104 § 101(a),**
10 **110 Stat. 70, codified at 47 U.S.C. § 153 et seq. (the "1996 Act"), describes the**
11 **course of interconnection negotiations between WinStar and GTE subsequent to**
12 **the filing by WinStar of the instant Petition for Arbitration on August 23, 1996.**
13 **In addition, I describe how the negotiations since the filing of WinStar's petition**
14 **have altered the issues which are now to be considered in this arbitration.**

15 **II. UNRESOLVED ISSUES**

16 **Q. WHAT ISSUES ARE AT THIS TIME NOT SPECIFICALLY RESOLVED**
17 **WITH REGARD TO THE PROPOSED INTERCONNECTION**
18 **AGREEMENT?**

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WinStar Wireless of Florida, Inc.

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1 A. WinStar and GTE specifically do not agree on (1) the interpretation and effect of
2 most favored nation ("M-F-N") clauses to be included in the agreement; and (2)
3 providing in the agreement for access by WinStar to roofs owned or controlled
4 by GTE for purposes other than collocation and to which no other entity currently
5 has access. The parties, on November 21, 1996, executed a partial
6 interconnection agreement resolving all other issues, but have reached an impasse
7 on these issues and there is little possibility of proceeding without a hearing on
8 these matters. I will discuss each of these issues in turn.

9 **Q. HAVE YOU BEEN INVOLVED IN THE INTERCONNECTION**
10 **NEGOTIATIONS BETWEEN WINSTAR AND GTE?**

11 A. Yes. I have conducted the negotiations with GTE on behalf of WinStar since
12 WinStar's initial request for interconnection.

13 **Q. IS THE COURSE OF NEGOTIATIONS BETWEEN WINSTAR AND GTE**
14 **ACCURATELY DESCRIBED IN PARAGRAPHS 11 AND 12 OF**
15 **WINSTAR'S PETITION FOR ARBITRATION?**

16 A. Yes.

17 **A. MOST FAVORED NATION PROTECTION**

18 **Q. CAN YOU BRIEFLY DESCRIBE THE DISPUTE OF THE PARTIES AND**
19 **THE COURSE OF NEGOTIATIONS BETWEEN THE PARTIES WITH**
20 **RESPECT TO THE M-F-N ISSUE?**

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1 **A. Yes. WinStar contends that under the 1996 Act, any M-F-N clause included in**
2 **the agreement must permit WinStar to obtain the benefit of agreements,**
3 **arbitration decisions or generic rulings on an item-by-item basis. GTE-FL**
4 **contends that if any M-F-N is included it should require acceptance of the**
5 **alternate agreement in toto.**

6 **GTE's current position is at odds with the basis on which the negotiations**
7 **proceeded from their commencement in April until the eve of the filing of**
8 **WinStar's petition for arbitration. GTE's position is also inconsistent with the**
9 **plain language of the 1996 Act. From the commencement of the negotiations,**
10 **WinStar made it clear that M-F-N provisions were central to the agreement**
11 **WinStar was prepared to enter into. As a result of its unique technology and**
12 **relative size, WinStar sought and believed it had an agreement on M-F-N**
13 **provisions which would authorize it to pick and choose individual rates, terms**
14 **and conditions currently available or subsequently made available by negotiation**
15 **or Commission decision.**

16 **As Mr. Simons indicates in his testimony, the technology WinStar uses**
17 **is unique in providing competitive local exchange service. The requirements of**
18 **that technology mean that portions of an agreement acceptable to a wireline**
19 **carrier would not be useful for WinStar. An interpretation which would require**
20 **WinStar to adopt an alternate agreement in toto would effectively foreclose**

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1 WinStar from ever invoking the M-F-N clause, because there is little likelihood
2 that another agreement would have provisions uniquely important to a
3 competitive local exchange carrier that utilizes a wireless transport technology.
4 Moreover, given its relatively small size (by comparison, for example, to an
5 AT&T, MCI, or MFS), WinStar could never accept another agreement in toto
6 which, for example, contained a volume-and-term discount for a given item
7 which, as a practical matter, WinStar could not possibly meet. Accordingly, by
8 the very nature of its size, WinStar effectively could be precluded from invoking
9 M-F-N treatment should GTE's interpretation prevail. Because of WinStar's
10 belief that M-F-N treatment applied on an item-by-item basis, WinStar did not
11 believe it was necessary and did not attempt to negotiate extensively specific
12 rates and terms, relying instead on the M-F-N.

13 **Q. CAN YOU EXPAND ON THE SPECIFIC STEPS IN THE M-F-N**
14 **NEGOTIATIONS?**

15 **A.** Yes. It was with the explicit understanding that the M-F-N would apply on an
16 item-by-item basis that WinStar conducted its negotiations with GTE beginning
17 in April 1996. WinStar continued to rely on that understanding in its
18 negotiations until August 22, 1996.

19 At the end of July 1996, three months after the initial meeting, GTE
20 prepared a draft agreement which incorporated an M-F-N provision contained in

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1 the MFS/GTE Interconnection Agreement. In my letter of August 5, 1996 to
2 GTE, I indicated the M-F-N clause "with little variation is fully acceptable." I
3 went on to explain that I had included M-F-N language in specific individual
4 sections "so that there can be absolutely no question as to intent should a need for
5 interpretation arise in the future."

6 On August 8, 1996, GTE faxed a revised draft agreement which included
7 all of WinStar's proposed changes to the M-F-N. On August 13 WinStar
8 forwarded to GTE further revisions to the draft document. With respect to M-F-
9 N, WinStar proposed in certain instances to add the phrase "LEC or." In a
10 memorandum accompanying the August 21 A.M. draft, GTE indicated it rejected
11 the "LEC or" language because, in its interpretation, no such changes are
12 required by the FCC Order. The other changes to the M-F-N proposed on August
13 5 remained in the A.M. draft of August 21, 1996. However, by facsimile the
14 afternoon of August 21, WinStar received from GTE a further proposed revised
15 38-page draft agreement in which all agreed upon M-F-N language contained in
16 the prior drafts was stricken by GTE and substituted with the single sentence:
17 "The Parties shall comply with any final and effective FCC or Commission order
18 which allows WinStar to elect terms other than those set forth in this
19 Agreement."

1 In a conversation I had with GTE's counsel on August 22, I was advised
2 that since the February 19, 1996 Agreement with MFS, GTE had not signed any
3 other agreements with M-F-N provisions and its policy was not to accept such
4 provisions as a result of the FCC's Order interpreting Section 252(i). Their
5 position did not change even after I pointed out that the partial interconnection
6 agreement I had executed with their California affiliate at the beginning of
7 August contained a specific M-F-N provision with respect to transient tandem
8 switching.

9 On August 22, WinStar proposed several alternate M-F-N formulations,
10 including those included in agreements WinStar had executed with BellSouth and
11 with NYNEX, which included M-F-N provisions permitting the adoption of any
12 term of condition provided to another carrier. WinStar also indicated that the
13 language contained in GTE's February 19, 1996 executed agreement with MFS
14 was acceptable. At this time, I still found the MFS language acceptable given my
15 understanding -- based on the plain words of the clause and our discussions in
16 April -- that it allowed for the exercise of M-F-N on an item-by-item basis.
17 Certainly, nothing GTE did either orally or in writing in the 3 weeks since they
18 finally had forwarded the working draft agreement had drawn into question such
19 understanding. Rather, at this point, the only issue seemed to be GTE's sudden,

1 incredible rejection of any meaningful M-F-N provision whatsoever on the 155th
2 day of our negotiations.

3 On August 23, two additional conference calls were held for purposes of
4 negotiations. That morning, for the first time, GTE informed us that it recently
5 had signed a new agreement with MFS that incorporated the 2/19/96 MFS
6 language. GTE faxed proposed M-F-N language to WinStar which included the
7 language from the 2/19/96 MFS agreement plus the additional sentence included
8 in the final draft contract on 8/21/96. This language was unacceptable to WinStar
9 as GTE then for the first time -- on the 157th day of negotiations -- took the
10 position that the proper interpretation of the M-F-N provision of the MFS
11 agreement was that the M-F-N language would only permit WinStar to adopt in
12 total an agreement between GTE and another carrier.

13 **Q. WHY UNDER THE ACT MUST THE M-F-N PROVISION PERMIT**
14 **WINSTAR TO SELECT INDIVIDUAL PORTIONS OF EXISTING**
15 **AGREEMENTS?**

16 **A. Section 252(i) of the 1996 Act requires that a LEC "make available any**
17 **interconnection service or network element provided under an agreement . . . to**
18 **which it is a party to any other requesting telecommunications carrier upon the**
19 **same terms and conditions as those provided in the agreement." Most favored**
20 **nation treatment in accordance with the 1996 Act is essential to maximizing**

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1 **competition by ensuring that carriers obtain access to terms and elements on a**
2 **nondiscriminatory basis. In fact, as I previously have mentioned, there is a most**
3 **favorable nation clause in WinStar's partial agreement with GTE's sister company,**
4 **GTE-California, governing transit rates.**

5 **While GTE, in the partial interconnection agreement reached with**
6 **WinStar, has agreed to include the M-F-N language contained in the 2/19/96**
7 **MFS agreement, they persist in refusing to include additional language proposed**
8 **by WinStar to ensure and clarify that the M-F-N language applies to other**
9 **agreements on an item-by-item basis, not to other agreements in toto. GTE's**
10 **position would mean that WinStar would not even obtain the benefits of**
11 **determinations made by the Commission or the FCC on matters, such as the cost**
12 **of an element, which does not vary on the basis of the CLEC obtaining the**
13 **element. Arbitration proceedings are decided by commissions on an issue-by-**
14 **issue basis, not on the basis of tradeoffs in the agreements, unrelated to**
15 **unresolved issues. GTE's interpretation which would bar the application of the**
16 **M-F-N to arbitrated issues is discriminatory and totally inconsistent with the**
17 **1996 Act. Under the Act, ALECs must be given access to separate terms and**
18 **conditions of all interconnection agreements, including, but not limited to, those**
19 **that result from arbitration proceedings.**

1 The additional language to the M-F-N provision is clearly necessary in
2 light of GTE's most recent and novel interpretation of the M-F-N language in the
3 MFS agreement; which interpretation is simply inconsistent with the 1996 Act.
4 GTE's refusal to include such additional language discriminates against WinStar
5 with regard to access to terms and elements that are being made available to other
6 carriers, but not WinStar, in violation of the 1996 Act. This refusal is not only
7 discriminatory and in violation of Section 252(i), but also is unreasonable and
8 reflects GTE's failure to negotiate in good faith, in violation of Section 251(c)(1)
9 of the 1996 Act. The inclusion of this additional language to the most favored
10 nation clause in the agreement is essential to ensure that WinStar is able to
11 enforce its right under the 1996 Act to receive nondiscriminatory treatment from
12 GTE as intended by the Act. If WinStar does not obtain the M-F-N clause it
13 intended and understood had been negotiated, WinStar loses the value and benefit
14 of the bargain because M-F-N treatment in the context of these negotiations
15 between WinStar and GTE was, from the beginning of the negotiations, the
16 pricing proxy.

17 **B. ACCESS TO ROOFS OWNED OR CONTROLLED BY GTE FOR**
18 **PURPOSES OTHER THAN COLLOCATION**

19 **Q. CAN YOU BRIEFLY DESCRIBE THE DISPUTE BETWEEN THE**
20 **PARTIES AND THE COURSE OF NEGOTIATIONS WITH RESPECT**

1 **TO ACCESS TO ROOFS OWNED OR CONTROLLED BY GTE FOR**
2 **PURPOSES OTHER THAN COLLOCATION?**

3 A. **Yes. The issue of access to roofs owned or controlled by GTE, was specifically**
4 **identified in the petition as one which WinStar at the time the petition was filed**
5 **believed, for reasons stated in the petition, had been agreed to as memorialized**
6 **in my memo to GTE the afternoon of August 22. In fact, GTE remained silent**
7 **thereafter on this issue until late September, and then included in the working**
8 **draft for settlement purposes, language taken from my August 5 memo to GTE,**
9 **which was far more limited and did not reflect the negotiations, agreements and**
10 **trade-offs reached between the parties on August 21-22. Events which arose**
11 **more than a month after the petition was filed demonstrated that there is a dispute**
12 **as to one aspect of the issue. While GTE and WinStar have entered into an**
13 **agreement on the issues of WinStar's access to GTE owned or controlled riser**
14 **conduit, access to GTE owned or controlled roofs for purposes of interconnection**
15 **or collocation, and WinStar's access to any GTE owned or controlled roof on**
16 **which another radio-based communications carrier has been provided access,**
17 **GTE does not agree to WinStar's right of access to GTE owned or controlled**
18 **roofs in other circumstances for purposes of service to occupants of the buildings**
19 **or for purposes of WinStar's wireless distribution network. The essential nature**

1 of this access to the availability of WinStar's wireless technology is detailed in
2 Mr. Simons' testimony:

3 At the time WinStar filed its Petition, it believed, as stated in the Petition,
4 that it had reached agreement with GTE for such access. This agreement was
5 reached on August 22 and, as we were explicitly told by GTE's representatives,
6 reflected a change in GTE policy. GTE's initial position on this issue had been
7 that it would not allow any access to roofs it owned or controlled for any purpose.
8 After the FCC's Order on microwave collocation, GTE initially continued to
9 refuse access for any purpose whatsoever. However, after several further
10 discussions and the exchange of drafts and memoranda, on August 22, for the
11 first time, GTE indicated that it had modified its policy to provide for access to
12 roofs subject to its normal request procedure, and that permission for access
13 would not unreasonably be withheld. Pursuant to that understanding access
14 would only be subject to structural and related considerations. GTE did not
15 indicate any limitations as to the purpose of access.

16 When in September GTE proposed language to deal with roofs and risers,
17 however, the language was limited to access for interconnection and collocation.
18 GTE refused to consider any additional access. Given WinStar's technology,
19 GTE's refusal to provide access to some 270 buildings it owns or controls in the
20 Tampa area creates a very real and significant physical barrier to entry. The

1 effect of this denial is to exclude an alternative mode of network distribution
2 which provides substantial economies for new entrants as a result of the costs of
3 equipment and installation and speed to market. GTE's refusal also effectively
4 eliminates WinStar's ability to provide service to any tenants in those buildings
5 by means of its own technology. Additionally, since WinStar's technology can
6 be used as a substitute for unbundled loops, GTE's refusal has the added anti-
7 competitive effect of reinforcing the bottleneck control it has on loops.
8 Competitors that might serve these buildings using WinStar's wireless
9 technology will be prevented from doing so. This refusal increases costs to
10 competitors and denies options to consumers.

11 WinStar contends that there is simply no basis for the distinction GTE
12 erroneously is attempting to make. The obligation to provide access to roofs on
13 a non-discriminatory basis is unambiguous and unreserved, for to a fixed point-
14 to-point wireless transport carrier, the only right-of-way that matters is access to
15 rooftops.

16 **III. RESOLVED ISSUES**

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

18 **A.** Yes. WinStar and GTE have reached agreement on all other issues relating to an
19 interconnection agreement as set forth in the partial Interconnection Agreement

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1 (attached hereto as Exhibit A) executed by WinStar and GTE on November 21,

2 1996.

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

4 **A. Yes it does.**

**WINSTAR/GTE
FLORIDA INTERCONNECTION AGREEMENT**

EXHIBIT A

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

I. RECITALS & PRINCIPLES

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

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

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

WHEREAS, GTE Florida Incorporated is an incumbent local exchange telecommunications company (LEC) as defined by Section 364.02(6) of the Florida Statutes. WinStar Wireless of Florida, Inc. (WinStar) is an alternative local exchange telecommunications company (ALEC) as defined by Section 364.02(1); and

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

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

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

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

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

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

WHEREAS, the Parties agree that all issues are resolved with this Agreement except for Article XVI, Option to Elect Other Terms and related "Most-Favored-Nation" ("M-F-N") issues and those issues relating to access to GTE's roofs for purposes other than collocation as specified in Article III(G) and when no other entity is provided such access as set forth in Article XIV. The Parties will continue to negotiate these issues. If negotiation is unsuccessful, these issues will be decided in arbitration by the Florida Public Service Commission.

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

II. DEFINITIONS

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

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

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

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Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

- C. **"CLASS Features" (also called "Vertical Features") means certain CCIS-based features available to customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward and Selective Call Rejection.**

- D. **"Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a wire center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that wire center by or on behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.**

- E. **"Commission" means the Florida Public Service Commission (PSC).**

- F. **"Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the part of the public switched network that carries the actual call.**

- G. **"DID" means direct inward dialing.**

- H. **"DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).**

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

- J. **"DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.**

- K. **"Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.**

- L. **"Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CR/S Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.**

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FLORIDA INTERCONNECTION AGREEMENT**

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

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FLORIDA INTERCONNECTION AGREEMENT**

running from the end office distribution frame to the customer premise; however, a link may be provided via other media, including, for example, radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Links fall, e.g., into the following categories:

"2-wire analog voice grade links" will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This link is commonly used for local dial tone service.

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

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

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

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interconnection to other telecommunications facilities within the wire center.

- W. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- X. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- Y. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- Z. "Mid-Span Meet" is an interconnection architecture method whereby two carriers mutually agree to jointly plan and engineer their facility meet-point at a designated location by means of a fiber splice or other transmission facility, including a 38 Ghz transmission facility.
- AA. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.
- BB. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA,

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"Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

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

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

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

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

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

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

- HH. "Rate Center" means the specific geographic point and corresponding geographic area which has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.**
- II. "Rating Point", sometimes also referred to as "Routing Point", means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100 (*Common Language® CLLI™ Code Description for Location Identification*), the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need**

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not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.

- JJ. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.
- KK. "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- LL. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.
- MM. "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbs (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbs.
- NN. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.
- OO. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.
- PP. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

III. NETWORK INTERCONNECTION ARCHITECTURE

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

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

LATA
Tampa

D-NIP
TBD
(WinStar connects to GTE)

Tampa

TBD
(GTE connects to WinStar)

- B. Initially, WinStar agrees to connect to GTE at GTE's Tampa Main Serving Wire Center (610 Morgan) and GTE agrees to reciprocally connect to WinStar (at a location in the Tampa LATA) at WinStar's switch, the location of which will be identified by WinStar in a timely fashion in the course of the development of implementation planning meetings. Where WinStar and GTE interconnect at a D-NIP, the parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:
1. a mid-span meet at the D-NIP, or in a manhole, on a roof top or radio tower, or other appropriate junction point near to or just outside the D-NIP;
 2. a digital cross-connection hand-off, DSX panel to DSX panel, where both WinStar and GTE maintain such facilities at the D-NIP;
 3. a co-location facility maintained by WinStar, or by a 3rd-party with whom WinStar has contracted for such purposes, at a GTE wire center, where such wire center has been designated as the D-NIP; or
 4. a co-location facility maintained by GTE, or by a 3rd-party with whom GTE has contracted for such purposes, at a WinStar wire center, where such wire center has been designated as the D-NIP.
- C. In extending network interconnection facilities to the D-NIP, WinStar shall have the right to extend its own facilities or to lease digital

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transport facilities from GTE or from any 3rd-party, subject to the following terms:

1. Such leased facilities shall extend from any point designated by WinStar on its own network (including a co-location facility maintained by WinStar at an GTE wire center) to the D-NIP or associated manhole or other appropriate junction point.
 2. Where WinStar leases such facilities from GTE, WinStar shall have the right to lease under non-discriminatory tariff or contract terms from GTE.
- D. Upon reasonable notice and if mutually agreed to by the Parties, WinStar and GTE may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.
- E. Interconnection will be provided via two-way trunks. Separate two-way trunks will be established to exchange 1) local and intraLATA toll and, 2) meet-point Switched Access traffic.
- F. The Parties will use fiber transmission or 38 Ghz wireless transmission facilities to physically interconnect their networks.
- G. Collocation of WinStar's wireless equipment, for purposes of interconnection or access to unbundled elements, in GTE's central office (including access to roofspace and risers for purposes of such collocation) will be provided pursuant to tariff or contract, as applicable. GTE will charge WinStar the same price that any other similarly situated collocator, either wireless or wireline, is charged for the same service.
- H. This Agreement covers the initial tandem-level local interconnection between the Parties. Future Interconnection between the Parties may also include end office to end office direct connections determined by joint engineering and planning and based on actual and forecasted traffic between the Parties.
- I. Nothing in this Agreement restricts the Parties from agreeing in the future to Interconnection at other technically feasible points, and/or from ordering and establishing WinStar/GTE Local Interconnection Trunk Groups in addition to the initial combination(s) described above.

IV. NUMBER RESOURCE ARRANGEMENTS

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- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact WinStar's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines¹.**
- B. As contemplated by the Central Office Code Assignment Guidelines, WinStar will designate within the geographic NPA with which each of its assigned NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.**
- C. WinStar will also designate a Rating Point for each assigned NXX code. WinStar may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, WinStar may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by WinStar within the same LATA.**
- D. Until such time as WinStar receives specific permission from the Commission to vary its rate centers from GTE's rate centers, WinStar will agree to deploy a minimum of one NXX per established GTE rate center area.**
- E. To the extent GTE serves as Central Office Code Administrator for a given region, GTE will support all WinStar requests related to central office (NXX) code administration and assignments in an effective and timely manner.**
- F. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.**
- G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such**

¹ Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

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activities. GTE will perform Local Exchange Routing Guide ("LERG") updates on behalf of WinStar at no charge.

V. MEET-POINT BILLING ARRANGEMENTS

A. Description

1. WinStar may establish meet-point billing arrangements with GTE in order to provide Switched Access Services to third parties via a GTE access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.
2. Interconnection for the meet-point arrangement shall occur at the GTE Tampa Main Serving Wire Center (SWC) D-NIP, unless otherwise mutually agreed to by the Parties.
3. Common channel signalling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the GTE access tandem switch.
4. WinStar and GTE will maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this meet-point billing arrangement, including meet-point billing percentages.
5. As detailed in the MECAB document, WinStar and GTE will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by WinStar and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
6. WinStar and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other, at no charge, the usage data, etc.

B. Compensation

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1. Initially, billing to 3rd-parties² for the Switched Access Services jointly provided by WinStar and GTE via the meet-point billing arrangement shall be according to the multiple-bill/multiple-tariff method.
2. Subsequently for billing to 3rd-parties for the Switched Access Services jointly provided by WinStar and GTE via the meet-point arrangement, WinStar and GTE may mutually agree to implement one of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should WinStar prefer to change among these billing methods, WinStar shall notify GTE of such a request in writing, 90-days in advance of the date on which such change shall be implemented.
3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in WinStar's and GTE's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing factors specified for each meet-point arrangement either in those tariffs or in the NECA No. 4 tariff.
4. WinStar shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge revenues³ to which GTE is entitled pursuant to the above-referenced tariff provisions.
5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

A. Description

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

² Including any future GTE separate interexchange subsidiaries.

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

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1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs and in accordance with Section III, *supra*:
 - a. GTE shall make available to WinStar, at the GTE Tampa Main SWC, trunks over which WinStar shall terminate to end users of GTE-provided Exchange Services, POTS traffic originated from end users of WinStar-provided Exchange Services.
 - b. WinStar shall make available to GTE, at the WinStar Tampa downtown Node, trunks over which GTE shall terminate to end users of WinStar-provided Exchange Services, POTS traffic originated from end users of GTE-provided Exchange Service.
 - c. WinStar and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. WinStar and GTE will mutually agree on network trunking arrangements during joint engineering and planning meetings to facilitate implementation of an initial WinStar in-service date of March 1, 1997. Third party LEC and/or ALEC traffic will be sent subject to the transit rate specified in subsection B.2 of this Section VI.
 - d. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the Parties will provide each other appropriate percentages for the traffic carried over the trunk groups.
2. Reciprocal Traffic Exchange Arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available and a fiber transmission medium has been agreed upon for interconnection) and shall be jointly-engineered to an objective P.01 grade of service. Nothing in this Agreement is to be understood to preclude the Parties from agreeing on an Interconnection architecture utilizing 38 Ghz transmission facilities, which by definition do not include SONET.
3. WinStar and GTE agree to mutually develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the Reciprocal Traffic Exchange Arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups. The Parties

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recognize that, as may be required in high usage situations, the Parties will jointly engineer end office to end office trunks.

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

B. Compensation

1. The rates for reciprocal compensation will be in accordance with Commission approved tariffs. In the event that tariffs have not been approved, compensation will be in accordance with the GTE/ICI agreement approved by the Florida Public Service Commission.
2. **Transit Rate:** When one Party uses the other Party's Tandem to originate a call to a third party LEC, ALEC, a wireless service provider or another end office of a Party, the Party using the other Party's Tandem shall pay compensation at the rate of \$.00075 per minute. If one Party receives a call through the other Party's Tandem that originates from another ALEC, LEC, or wireless provider, the receiving Party will not charge the other Party any rate elements for this call, regardless of whether the call is local or toll.

VII. SHARED NETWORK PLATFORM ARRANGEMENTS

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

1. Description

- a. WinStar will interconnect trunk groups to the GTE 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which WinStar provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points. GTE will provide WinStar with the appropriate CLLI codes and specifications of the tandem serving area.
- b. GTE and WinStar will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to WinStar end users. GTE will work cooperatively with WinStar to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, GTE shall work with the counties to provide WinStar the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/9-1-1 tandem to which WinStar is interconnected.
- c. GTE will facilitate the prompt, robust, reliable and efficient interconnection of WinStar systems to the 9-1-1/E-9-1-1 platforms.

2. Compensation

For the provision of 911/E911 services between WinStar and GTE, the Parties agree to use the terms and conditions and rates reflected in the ICI Agreement approved by the Florida Public Service Commission. WinStar will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

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

2. Compensation

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

C. Information Services Billing and Collection

1. Description

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

D. Directory Listings and Directory Distribution

Additional terms for these items are included in a separate agreement between WinStar and GTE (the "Directories Agreement").

1. Description

The directory listings and distribution terms and rate specified in this section shall apply to listings of WinStar customer numbers falling within NXX codes directly assigned to WinStar, and to listings of WinStar customer telephone numbers which are retained by WinStar pursuant to Local Telephone Number Portability Arrangements described below.

- a. GTE will include WinStar's customers' telephone numbers in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which WinStar provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.
- b. WinStar will provide GTE with its directory listings and daily updates to those listings in GTE's format; GTE will provide WinStar a magnetic tape or computer disk containing the proper format.

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

2. Compensation

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

E. Directory Assistance (DA)

1. Description

At WinStar's request, GTE will:

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- a. provide to WinStar unbranded directory assistance service which is functionally equivalent in every way to the directory assistance service GTE makes available to its own end users.
 - b. provide to WinStar branded directory assistance service which is functionally equivalent in every way to the directory assistance service GTE makes available to its own end users. Branding is only available for WinStar switched service which is routed on a direct trunk group from WinStar's switch to GTE comparable to IXC routing.
2. When available from GTE in the State of Florida, at WinStar's request, GTE will:
- a. provide to WinStar operators or to a WinStar-designated operator bureau on-line access to GTE's directory assistance database, where such access is identical to the type of access GTE's own directory assistance operators utilize in order to provide directory assistance services to GTE end users;
 - b. allow WinStar or a WinStar-designated operator bureau to license GTE's directory assistance database for use in providing competitive directory assistance services; and/or
 - c. in conjunction with VII.E.1.a above, provide caller-optional directory assistance call completion service which is functionally equivalent in every way to the directory assistance call completion service GTE makes available to its own end users. When this functionality is available to GTE in the State of Florida, GTE will route the calls back to WinStar for WinStar to complete the customer call.

3. **Compensation**

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

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

F. **Yellow Page Maintenance**

GTE will work cooperatively with WinStar to ensure that Yellow Page advertisements purchased by customers who switch their service to

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WinStar (including customers utilizing WinStar-assigned telephone numbers and WinStar customers utilizing co-carrier number forwarding) are maintained without interruption. GTE will allow WinStar customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions.

G. Transfer of Service Announcements

When an end user customer changes from GTE to WinStar, or from WinStar to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally based upon current practice with GTE's customers to either the other carrier or the end user customer and in accordance with FPSC Rule 25-4.074.

H. Coordinated Repair Calls

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

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

I. Busy Line Verification and Interrupt

1. Description

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party

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

2. Compensation

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

	per inquiry
BLV	\$0.65
BLVI	\$0.65

J. Operator Reference Database (ORDB)

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

VIII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTS

A. Description

GTE initially shall unbundle all its Exchange Services into three separate elements: (1) link element; (2) port element; and (3) cross-connect element. The Parties acknowledge that the Commission and/or the FCC (e.g., in its Interconnection docket, CC Docket No. 96-98) may direct that additional unbundled elements be made available by the incumbent LEC, and may specify minimum rates, terms and/or conditions of such availability. GTE agrees that, to the extent it offers and/or provides additional unbundled elements to other ALECs either voluntarily or otherwise (e.g., as a result of FCC or Commission order or as a result of arbitration), it also will simultaneously make such unbundled elements available to WinStar

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on equal rates, terms and/or conditions. The following link and port categories initially shall be provided:

Link Categories

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

Port Categories

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

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

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

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5. GTE and WinStar will work cooperatively to accommodate WinStar's requirement for billing of all unbundled facilities purchased by WinStar (either directly or by previous assignment by a customer) on a single consolidated statement per wire center. GTE will work toward billing at a wire center level, however, in the initial phases of unbundling, GTE's billing will be at a state level, or at an aggregate account level based on GTE's billing cycles.

6. Where GTE utilizes digital loop carrier ("DLC")⁴ technology to provision the link element of a bundled Exchange Service to an end user customer who subsequently determines to assign the link element to WinStar and receive Exchange Service from WinStar via such link, GTE shall use its best efforts to deliver such link to WinStar on an unintegrated basis, pursuant to WinStar's chosen hand-off architecture, without a degradation of end user service or feature availability.

7. GTE will permit WinStar to co-locate digital loop carriers and associated equipment in conjunction with co-location arrangements WinStar maintains at a GTE wire center, for the purpose of interconnecting to unbundled link elements.

8. To provide future order and trouble reporting GTE shall work cooperatively with WinStar to accommodate WinStar's requirement for an appropriate on-line electronic file transfer arrangement by which WinStar may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

9. GTE and WinStar agree that WinStar will pay a non-recurring charge to convert a customer's bundled service to unbundled service. The rates will be contained in a Commission approved tariff.

B. Compensation

The rates for Unbundled Exchange Access Arrangements will be in accordance with Commission approved tariffs. Prior thereto, such

⁴ See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and Interface*.

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arrangements will be made available to WinStar pursuant to the most favorable rates currently extended by GTE to an ALEC.

IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

A. Description

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

1. WinStar and GTE will provide reciprocal INP immediately upon execution of this Agreement via remote call forwarding. GTE and WinStar will migrate from INP to a database-driven Permanent Number Portability arrangement as soon as practically possible, without interruption of service to their respective customers and in accordance with the FCC's decision released July 2, 1996 in CC Docket No. 95-116.
2. INP shall operate as follows:
 - a. A customer of Carrier A elects to become a customer of Carrier B. The customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Carrier A, in conjunction with the Exchange Service(s) it will now receive from Carrier B. Upon receipt of a signed letter of agency from the customer assigning the number to Carrier B, Carrier A will implement one of the following arrangements:
 - (1) For the initial implementation of the portability of telephone numbers, Carrier A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Carrier B. Carrier A will route the forwarded traffic to Carrier B via the mutual traffic exchange arrangements, as if the call had originated from the original telephone number and terminated to the new telephone number.

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- b. **Carrier B will become the customer of record for the original Carrier A telephone numbers subject to the INP arrangements. Carrier A will provide Carrier B a single consolidated master billing statement for INP. Also, GTE will use its best efforts to provide sub-account detail for collect, calling card, and 3rd-number billed calls, and the capability of having billing statements delivered in real time via an agreed-upon Electronic data transfer, or via daily or monthly magnetic tape.**
 - c. **Carrier A will update its Line Information Database ("LIDB") listings for retained numbers and cancel calling cards associated with those forwarded numbers.**
 - d. **Within two (2) business days of receiving notification from the customer, Carrier B shall notify Carrier A of the customer's termination of service with Carrier B, and shall further notify Carrier A as to the Customer's instructions regarding its telephone number(s). Carrier A will cancel the INP arrangements for the customer's telephone number(s). If the Customer has chosen to retain its telephone number(s) for use in conjunction with Exchange Services provided by Carrier A, Carrier A will simultaneously transition the number(s) to the customer's preferred carrier.**
3. **Under INP, WinStar and GTE will implement a process to coordinate INP cut-overs with Unbundled Loop conversions within seven (7) business days of receiving notification. WinStar and GTE pledge to use their best efforts to ensure that INP arrangements will not be utilized in instances where a customer changes locations and would otherwise be unable to retain its number without subscribing to foreign exchange service.**
4. **Per the Florida Public Service Commission's order in Docket No. 950737-TP, WinStar and GTE may continue to develop Direct Inward Dialing-type number portability arrangements.**

B. Compensation

1. **WinStar and GTE shall provide INP arrangements to one another either at the rates ordered by the Florida Public Service Commission in Docket No. 950737-TP or at WinStar's option, other mutually agreed upon rates, except for authorized collect, calling card and 3rd-number billed calls billed to the retained**

numbers. Any such compensation must be in accordance with the FCC's order released July 2, 1996 in CC Docket No. 95-116.

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

X. RESPONSIBILITIES OF THE PARTIES

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

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

XI. TERM

WinStar and GTE agree to provide service to each other on the terms defined in this Agreement until superseded by amended or additional mutually agreeable arrangements approved by the Commission, whichever occurs first. The term of this Agreement shall be two (2) years from the

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effective date of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) days' written notice of termination, which termination shall be effective at the end of the then-current term. In the event that the Agreement expires, this Agreement shall remain in place until the Parties are able to negotiate and implement a new interconnection agreement. Good faith negotiations on such a new agreement shall commence no later than forty-five (45) days prior to the expiration of this Agreement. By mutual agreement, WinStar and GTE may amend this Agreement to extend the term of this Agreement. Also by mutual agreement, GTE and WinStar may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules such regulators might adopt or approve.

XII. INSTALLATION AND MAINTENANCE

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

XIII. NETWORK MAINTENANCE AND MANAGEMENT

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

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

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

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

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

XIV. ACCESS TO RIGHTS-OF-WAY

To the extent lawfully required by Section 251(b)(4) of the Act, each Party shall afford to the other access to the poles, ducts, conduits (including conduit risers), and rights-of-way it owns or controls on nondiscriminatory terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties' tariffs and/or standard agreements. In addition, if either Party provides access to roof space or riser capacity in a particular building it owns or controls to another entity for provision of radio-based communications services, the Party will provide access to roof space and/or riser capacity that it owns or controls on

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a first-come, first-serve basis; subject, in all cases to the providing Party's normal request processes based on the evaluation of operational issues, including, but not limited to capacity, potential interference, roof loading, power requirements, and protection grounding which approval shall not be unreasonably withheld.

XV. RESALE

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

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

XVI. OPTION TO ELECT OTHER TERMS

If, at any time while this agreement is in effect, either of the Parties to this Agreement provides arrangements similar to those described herein to a third party operating within the same LATAs (including associated Extended Area Service Zones in adjacent LATAs) as for which this Agreement applies, on terms different from those available under this Agreement (provided that the third party is authorized to provide local exchange services), then the

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other Party to this Agreement may opt to adopt the rates, terms, and conditions offered to the third party for its own reciprocal arrangements with the first Party. This option may be exercised by delivering written notice to the first party. In addition, the Parties shall comply with any final and effective FCC or Commission order which allows WinStar to elect terms other than those set forth in this Agreement.

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

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

XVIII. FORCE MAJEURE

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

XIX. CONFIDENTIAL INFORMATION

Identification. All information, including but not limited to specifications, microfilm, photocopies magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of public or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other

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tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) orally disclosed information shall be deemed "Confidential" information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure. Information set forth above in (i)(ii) or (iii) shall be hereinafter collectively referred to as "Confidential Information".

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

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

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

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notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

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

XX. LIABILITY AND INDEMNITY

Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, to the extent proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT AND IN EACH PARTY'S TARIFF, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

Limitation of Liability. Each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services for the time period during which the services provided pursuant to this Agreement are inoperative, not to exceed in total the monthly charge imposed by each such Party. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that they may, from time to time, provide advice, make recommendations, or supply other analysis related to the equipment or services described in this Agreement, and, while each Party shall use diligent efforts in this regard, the other Party acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

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XXI. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, prior to taking any action before any court or regulator, or before making any public statement or disclosing the nature of the dispute to any third Party, the Parties shall first confer to discuss the dispute and seek resolution. Such conference shall occur at least at the Vice President level for each Party. In the case of GTE, its Vice President of Regulatory Affairs, or equivalent officer, shall participate in the meet and confer meeting, and the WinStar Vice President, Regulatory/Legal Affairs, or equivalent officer, shall participate. Either Party may have recourse to a court and/or regulator if, within five (5) business days of notification, a meeting date cannot in good faith be scheduled.

XXII. MISCELLANEOUS

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

Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, obligations, and duties to any legal entity that is an affiliate of that Party without consent, but with written notification. The term "affiliate" shall mean any person or entity controlling, controlled by, or under common control with a Party. The effectiveness of an assignment shall be conditioned upon the assignee's assumption of the rights, obligations, and duties of the assigning Party.

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

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

Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance as described in this Agreement.

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

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

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

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

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

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

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

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liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

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

No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both GTE and WinStar.

Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally on the date receipt is acknowledged in writing by the recipient, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission for which electronic confirmation of receipt is received. "Business Day" shall mean Monday through Friday, GTE/WinStar holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

**Attention: Beverly Y. Menard
Regional Director, Regulatory and Industry Affairs
201 North Franklin
Mail Code FLTC0616
Tampa, FL 33602
Facsimile number: (813) 223-4888
Telephone: (813)224-4825**

**Attention: Anthony Gillman
Associate General Counsel
201 N. Franklin
Mail Code FLTC0007
Tampa, FL 33602
Facsimile number: (813) 228-5257
Telephone: (813) 228-3087**

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If to WinStar: **Attention: Thanos Voreas**
Director, Planning and Engineering
WinStar Telecommunications, Inc.
1595 Spring Hill Road
Vienna, VA 22182
Facsimile number: (703) 905-5458
Telephone: (703) 905-5476

Robert G. Berger
Vice President, Regulatory/Legal
Suite 250
11146 Nineteenth Street, N.W.
Washington, D.C. 20036
(Fax) (202) 530-0977
(Tel) (202) 530-0996

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

Severability. If approved by the Federal Communications Commission and/or the applicable state utility regulatory commission, if any provision of this Agreement is subsequently held by a court or regulatory body of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

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

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

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

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

.....

If this Agreement is acceptable to Wabtec and GTE, both parties shall sign in the spaces provided below. This Agreement shall not bind Wabtec and GTE until countersigned by both parties.

[Signature] *[Signature]* 11/22/96

Name Name Date

Robert G. Brey
FNU Name

Donald W. McLeod
FNU Name

Vice President-Local

Area President, Regulatory & Legal
Title

Competition/Interconnection
Title

Wabtec Wireless of Florida, Inc.

GTE Florida Incorporated