

FLORIDA PUBLIC SERVICE COMMISSION  
Capital Circle Office Center • 2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

M E M O R A N D U M

May 7, 1997

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (SIRIANNI) *WFS*  
DIVISION OF LEGAL SERVICES (STOVER) *AK*

RE: DOCKET NO. 970225-TP - REQUEST FOR APPROVAL OF  
INTERCONNECTION, RESALE, AND UNBUNDLING AGREEMENT  
NEGOTIATED BY INTERMEDIA COMMUNICATIONS, INC. AND GTE  
FLORIDA INCORPORATED

AGENDA: MAY 19, 1997 - REGULAR AGENDA - PARTIES MAY PARTICIPATE

CRITICAL DATES: COMMISSION MUST APPROVE OR DENY BY 5/21/97 PER  
TELECOMMUNICATIONS ACT OF 1996

SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\970225TP.RCM

CASE BACKGROUND

On February 20, 1997, Intermedia Communications, Inc. (ICI) and GTE Florida Incorporated (GTEFL) filed a request for approval of an interconnection, resale, and unbundling agreement. The agreement was executed on February 1, 1997, and the parties are seeking approval of the agreement under the Telecommunications Act of 1996.

DOCUMENT NUMBER-DATE  
04499 MAY-75  
FPSC-RECORDS/REPORTING

~~DOCUMENT NUMBER-DATE  
04498 MAY-75  
FPSC-RECORDS/REPORTING~~

DOCKET NO. 970225-TP  
DATE: May 7, 1997

### DISCUSSION OF ISSUES

**ISSUE 1:** Should the Commission approve the interconnection, resale, and unbundling agreement between ICI and GTEFL?

**RECOMMENDATION:** Yes. The Commission should approve the proposed interconnection, resale, and unbundling agreement between ICI and GTEFL. The Commission should require ICI and GTEFL to file any subsequent supplements or modifications to their agreement for Commission review under the provisions of 47 U.S.C. § 252(e).

**STAFF ANALYSIS:** As stated in the Case Background, ICI and GTEFL are seeking approval of their interconnection, resale, and unbundling agreement (Attachment A) under the federal Telecommunications Act of 1996 (the Act). Both the Act and revised Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. If the parties reach a negotiated agreement, under 47 U.S.C. § 252(e), the agreement is to be filed with the state commission for approval. 47 U.S.C. § 252(a)(1) requires that "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." Under 47 U.S.C. § 252(e)(4), the state commission must approve or reject the agreement within 90 days after submission, or the agreement shall be deemed approved.

The agreement is a two-year agreement governing the relationship between the companies regarding interconnection, unbundling, and resale of various services. The agreement provides the rates and terms regarding unbundled loops and ports, local interconnection trunk arrangements, points of interconnection, meet point arrangements, 911/E911, information services and ancillary services such as busy line verify and interrupt, directory listings and directory distribution, directory assistance, and interim number portability. The wholesale discounts for the resale rates are not a fixed percentage, but vary by tariff element based on the avoided cost for each element.

Staff would note that this proposed interconnection, resale, and unbundling agreement between GTEFL and ICI supersedes any previous interconnection, resale, and unbundling agreements between the two companies. In addition, the Commission should require ICI and GTEFL to file any subsequent supplements or modifications to their agreement for Commission review under the provisions of 47 U.S.C. § 252(e). Staff has reviewed the ICI and GTEFL proposed agreement for compliance with the Act and recommends approval of the proposed agreement.

**DOCKET NO. 970225-TP**  
**DATE: May 7, 1997**

**ISSUE 2:** Should Docket No. 970225-TP be closed?

**RECOMMENDATION:** Yes, with the adoption of staff's recommendation in Issue 1, and issuance of the Commission's order approving the agreement, Docket No. 970225-TP should be closed.

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**BETWEEN**

**GTE FLORIDA INCORPORATED**

**AND**

**INTERMEDIA COMMUNICATIONS, INC.**

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made effective as of February 1, 1997, by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 201 N. Franklin, Tampa Florida 33602 ("GTE"), and Intermedia Communications Inc., in its capacity as a certified provider of local dial-tone service ("ICI"), with its address for this Agreement at 3625 Queen Palms Drive, Tampa, Florida 33619 (GTE and ICI being referred to collectively as the "Parties" and individually as a "Party") This Agreement covers services in the state of Florida (the "State")

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

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

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

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

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

#### ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and reciprocal access to their poles, ducts, conduits and rights-of-way This Agreement also governs the purchase by ICI of certain telecommunications services provided by GTE in its franchise areas for resale by ICI, the purchase by ICI of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of ICI in the premises of GTE This Agreement is an integrated package that reflects a balancing of interests critical to the Parties This Agreement will be submitted to the Commission (the "Commission"), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement For the term of this Agreement, the Parties shall not

advocate before any legislative, regulatory, judicial or other public forum that any terms of this Agreement between the Parties be modified, supplemented, suspended or eliminated  
Notwithstanding this mutual commitment, the Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement

## ARTICLE II DEFINITIONS

### 1 General Definitions

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 1.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.3 "Belcore" means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Belcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.5 "CLLI codes" means Common Language Location Identifier Codes.
- 1.6 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.7 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.8 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.9 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Belcore document that defines industry standards for exchange message records.

- 1 10 **"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN
- 1 11 **"EIS" or "Expanded Interconnection Service"** means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible
- 1 12 **"FCC"** means the Federal Communications Commission
- 1 13 **"Guide"** means the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide has been provided to ICI
- 1 14 **"Interconnection"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access. The architecture of interconnection may include collocation and/or mid-span meet arrangements
- 1 15 **"IXC" or "Interexchange Carrier"** means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by the State to provide long distance communications services
- 1 16 **"ISDN" or "Integrated Services Digital Network"** means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data
- 1 17 **"ISUP"** means a part of the SS7 protocol that defines call setup messages and call takedown messages
- 1 18 **"Local Exchange Carrier" or "LEC"** means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement
- 1 19 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information
- 1 20 **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement



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

- 1 21 "MDF" or "Main Distribution Frame" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1 22 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1 23 "MECAB" refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1 24 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1 25 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1 26 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1 27 "NID" or "Network Interface Device" means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1 28 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all

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

- 1.29 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.30 "POI" means Point of Interconnection.
- 1.31 "Provider" means GTE and "Customer" means ICI with respect to those services performed by GTE pursuant to Article IV and any services for resale or unbundled network elements provided by GTE pursuant to Articles V and VI. ICI shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by ICI pursuant to Article IV.
- 1.32 "PSAP" means Public Safety Answering Points.
- 1.33 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.34 "Routing Point" denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.35 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.36 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

- 1 37 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both
- 1 38 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards
- 1 39 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, Sps, SCPs and other STPs in order to set up calls and to query databases for advanced services GTE's network includes mated pairs of local and regional STPs STPs are provided in pairs for redundancy
- 1 40 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party
- 1 41 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs
- 1 42 "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff Switched Access Services include Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services
- 1 43 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including Automatic Call Back, Automatic Recall, Call Forwarding Busy Line/Don't Answer, Call Forwarding Don't Answer, Call Forwarding Variable, Call Forwarding - Busy Line, Call Trace, Call Waiting, Call Number Delivery Blocking Per Call, Calling Number Blocking Per Line, Cancel Call Waiting, Distinctive Ringing/Call Waiting, Incoming Call Line Identification Delivery, Selective Call Forward, Selective Call Rejection, Speed Calling, and Three Way Calling/Call Transfer
- 1 44 "Wire Center" means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched

**ARTICLE III  
GENERAL PROVISIONS**

1 **Scope of General Provisions** Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement

2 **Term and Termination**

2.1 **Term** Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term

ICI and GTE agree that during the initial term of this Agreement, ICI, at its option, and subject to the limitations contained in this Section 2, may replace all of the pricing contained in this Agreement for interconnection, network elements and resold services, when there are "Arbitrated Rates" in place in the State as a result of an arbitration process in the State in which GTE was the incumbent local exchange carrier that received the request for interconnection, resold services and network elements pursuant to Section 251 of the Telecommunications Act of 1996 (the Act) and in which the Agreement containing such Arbitrated Rates was produced through compulsory arbitration under the Act. The Parties recognize that GTE may consider any such Arbitrated Rates to be unlawful and in violation of the Act and that GTE may challenge the lawfulness of all or some of such Arbitrated Rates in a federal court proceeding or in another pending or future federal or state proceeding. ICI agrees that if an Arbitrated Rate or Rates are stayed, enjoined or deemed unlawful or are modified in whole or in part by a court of competent jurisdiction or the Commission, then (i) if the Arbitrated Rate or Rates are stayed or enjoined, the rate or rates proposed by GTE in the underlying arbitration proceeding shall be effective during the pendency of such stay or injunction as between GTE and ICI for the purposes of this Agreement retroactive to the date that the Arbitrated Rates were first effective under this Agreement, or (ii) if the Arbitrated Rate or Rates are modified, the modified rate or rates shall be effective as between GTE and ICI for the purposes of this Agreement retroactive to the date that the Arbitrated Rates were first effective under this Agreement.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 2, ICI agrees that this entire Agreement is void and will not become effective, and ICI agrees to withdraw this Agreement from consideration by the State Commission (or any other commission or federal or state court). Notwithstanding anything to the contrary in Section 28 of Article III of this Agreement, the provisions of this Section 2 are not severable.

- 2.2 **Post-Termination Arrangements** Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties, (b) standard terms and conditions approved and made generally effective by the Commission, if any, or (c) tariff terms and conditions made generally available to all competitive local exchange carriers
- 2.3 **Termination Upon Default** Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include
- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party, or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement
- 2.4 **Termination Upon Sale** Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas
- 2.5 **Liability upon Termination** Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination
3. **Amendments** Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements
4. **Assignment** Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without

consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

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

6. **Billing and Payment**

6.1 **Dispute** If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within sixty (60) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.

6.2 **Late Payment Charge** If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

6.3 **Taxes** Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.

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

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

9. **Confidential Information**

9.1 **Identification** Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally 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.

9.2 **Handling** In order to protect such Confidential Information from improper disclosure, each Party agrees

(a) That all Confidential Information shall be and shall remain the exclusive property of the source,

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement,

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

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

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

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

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

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

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

11 **Cooperation on Fraud Minimization** The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud

minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information. Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user has past due charges associated with the account, for which payment arrangements have not been made with GTE, the end user's previous telephone number will not be made available to ICI until the end user's outstanding balance has been paid.

## 12 Dispute Resolution

12.1 Alternative to Litigation Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

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

12.3 Arbitration If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of



which may have subparts) of the following interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Tallahassee. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.4 **Costs** Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

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

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

15 **Force Majeure** In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

- 16 **Governing Law** This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein
- 17 **Headings** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement
- 18 **Independent Contractor Relationship** The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party They shall not be considered employees of the other Party for any purpose Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision
- 19 **Liability and Indemnity**
- 19.1 **Indemnification** Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action
- 19.2 **End User and Content-Related Claims** Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, unbundled network elements or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users

- 19.3 **DISCLAIMER** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 **Limitation of Liability** Provider's liability, 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, Unbundled Network Elements or facilities for the time period during which the Services, Unbundled Network Elements or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 19.5 **Intellectual Property** Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
20. **Multiple Counterparts** This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
21. **No Offer** Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.
22. **Notices** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by

regular U S mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission "Business Day" shall mean Monday through Friday, except for holidays on which the U S mail is not delivered Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section

**If to GTE:** GTE Florida Incorporated  
Attention Regional Director Regulatory/Industry Affairs  
201 N Franklin  
Tampa, Florida 33602  
Facsimile number (813)223-4888

GTE Carrier Markets  
201 N Franklin  
Tampa, Florida 33602

**If to ICI:** Intermedia Communications, Inc  
Attention Mr Tom Allen  
3625 Queen Palm Drive  
Tampa, Florida 33619  
Facsimile number (813) 829-2470

## 23 Protection

23.1 Impairment of Service The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service")

23.2 Resolution If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

- 24 **Publicity** Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, unbundled network elements or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and ICI
- 25 **Regulatory Agency Control** This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval. Such date (i.e., five Business Days after the Parties receive the written notice of approval) shall become the "effective date" of this Agreement for all purposes
- 26 **Rule of Construction** No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement
- 27 **Section References** Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article
- 28 **Severability** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party
- 29 **Subcontractors** Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement
- 30 **Subsequent Law** The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline
- 31 **Trademarks and Trade Names** Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

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

**ARTICLE IV  
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC**

**1 Services Covered by This Article**

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

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

**1.3 Additional Services or Service Locations** If, during the term of this Agreement, GTE desires to provide to ICI and ICI desires to purchase from GTE, or ICI desires to provide to GTE and GTE desires to purchase from ICI, additional services in the State, or existing Services in new locations in the State, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix B attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services. Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

**2 Billing and Rates**

**2.1 Rates and Charges** Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.

**2.2 Billing** Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Additional matters relating to billing are included in Appendix G attached to this Agreement and made a part hereof.

3 Transport and Termination of Traffic

3 1 Types of Traffic The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article. Neither Party is to send cellular traffic or traffic of any third party unless an agreement has been made between the originating Party and both the tandem company and the terminating company.

3 2 Audits Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least ten (10) days' prior written notice to the audited Party, (ii) subject to the reasonable scheduling requirements and limitations of the audited Party, (iii) at the auditing Party's sole cost and expense, (iv) of a reasonable scope and duration, (v) in a manner so as not to interfere with the audited Party's business operations, and (vi) in compliance with the audited Party's security rules.

3 3 Compensation For Exchange Of Traffic

3 3 1 Mutual Compensation The Parties shall compensate each other for the exchange of Local Traffic in accordance with Appendix C attached to this Agreement and made a part hereof. Charges for the transport and termination of intraLATA toll, optional EAS arrangements and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3 4 Tandem Switching Services The Parties will provide tandem switching for traffic between the Parties end offices subtending each other's access tandem, as well as for traffic between the Parties and any third party which is interconnected to the Parties' access tandems.

3 4 1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third Party (e.g. other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.

3 4 2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3 4 3 Services Provided Tandem switching services provided pursuant to this section 3 4 shall include the following:

- (a) signaling,
- (b) screening and routing.



- (c) recording.
- (d) access to AIN functionality.
- (e) access to operator services and directory assistance, in accordance with the terms and conditions of Article V and Article VII of this Agreement.
- (f) support of all trunk interconnections.
- (g) access to PSAPs, in accordance with the terms and conditions of Article VII of this Agreement, and
- (h) transit of traffic to and from third parties in accordance with the terms and conditions of this section

4 **Direct Network Interconnection**

4.1 **Network Interconnection Architecture** Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. **The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof**

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection. For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.

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

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

(c) A special access arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

4.1.2 Virtual EIS arrangements are governed by appropriate GTE tariffs. GTE shall not permit direct connections (optical patch panel) or cross-connection ("DSX") between any Virtual EIS arrangements at the same wire center location. However, this Agreement does not preclude ICI from acquiring GTE special access service to connect a Virtual EIS arrangement to a distant GTE wire center or connect between Virtual EIS arrangements in different wire centers.

- 4.2 **Compensation** The Parties agree to the following compensation for internetwork facilities, depending on facility type
- 4.2.1 **Mid-Span Fiber Meet** GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the POI and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ICI will charge flat rated transport to GTE for ICI facilities used by GTE. ICI will apply charges based on the lesser of, (i) the airline mileage from the POI to the ICI switch, or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
  - 4.2.2 **Virtual EIS** GTE will charge Virtual EIS rates from the applicable GTE tariff. ICI will charge GTE flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ICI will apply charges based on the lesser of, (i) the airline mileage from the POI to the ICI switch, or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
  - 4.2.3 **Special Access** GTE will charge special access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.
  - 4.2.4 The Parties agree to interconnect their respective Frame Relay Networks for purposes of local interconnection. Each Party will charge the other for Network to Network Interface ("NNI") ports at the appropriate State tariffed Frame Relay rates.
- 4.3 **Trunking Requirements**
- 4.3.1 GTE shall make available to ICI trunks over which ICI shall terminate to end users of GTE-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of ICI-provided Exchange Services.
  - 4.3.2 ICI shall make available to GTE trunks over which GTE shall terminate to end users of ICI-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
  - 4.3.3 ICI and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. ICI and GTE agree to work cooperatively to agree on network trunking within sixty (60) days following full execution of this Agreement. ICI and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups.

from ICI to terminate interLATA calls and to provide Switched Access Service to IXCs

- 4.3.4 Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem. In no event shall either Party route Switched Access Service traffic over local interconnection trunks.
- 4.3.5 ICI and GTE will reciprocally provide PLU factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks.
- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P 01 grade of service.
- 4.3.7 ICI and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P 01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.

5. Indirect Network Interconnection Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreements with the tandem company.

6. Number Resources

6.1 Number Assignment Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact ICI's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by ICI shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan administrator, GTE shall not be responsible for the requesting or assignment of number resources to ICI. ICI shall not request number resources to be assigned to any GTE switching entity.

- 6.2 **Rate Centers** For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, ICI shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center
- 6.3 **Routing Points** ICI will also designate a Routing Point for each assigned NXX code. ICI may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center, alternatively ICI may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by ICI within an existing GTE exchange area. ICI shall use diligent efforts to designate at least one Routing Point in GTE's exchange area for all NPA-NXXs associated with GTE's Rate Centers
- 6.4 **Code Administration** The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines
- 6.5 **Programming Switches** It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities
7. **Number Portability** Each Party shall provide the other Party with service provider number portability for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide its Service Provider Number Portability Service ("SPNP") to ICI using remote call forwarding ("RCF"). The GTE rates for SPNP service using RCF are set out in Appendix D attached to this Agreement and made a part hereof. If ICI wishes to use Direct Inward Dialing ("DID") to provide SPNP to its end users, ICI may purchase DID service from GTE at the wholesale rate set out in Appendix E attached to this Agreement and made a part hereof. ICI shall provide SPNP service to GTE in the manner and at the rates specified for ICI in Appendix D
8. **Meet-Point Billing**
- 8.1 **Meet-Point Arrangements**
- 8.1.1 ICI may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties (or the ICI if acting as an IXC) via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein
- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable ICI to sub-tend the GTE access tandem(s) nearest to the ICI Rating Point(s) associated

with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, ICI shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.

- 8.1.3 Interconnection for the MPB arrangement shall occur at the POI.
- 8.1.4 Common Channel Signaling rather than in-band signaling shall be utilized in conjunction with MPB interconnection arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 8.1.5 ICI and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the MECAB document, ICI 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 ICI and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 8.1.7 ICI and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

## 8.2 Compensation

- 8.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by ICI and GTE via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method (MB/MT method). The MB/MT method means that each company will render their bill at their own rates to the third party.
- 8.2.2 Subsequently, ICI and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by ICI and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should ICI prefer to change among these billing methods, ICI shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.

## 9 Common Channel Signaling

- 9.1 Service Description The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
- 9.2 Signaling Parameters All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.
- 9.3 Privacy Indicators Each Party will honor all privacy indicators as required under applicable law.
- 9.4 Connection Through STP ICI must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 9.5 Third Party Signaling Providers ICI may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of ICI in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 9.6 Multi-Frequency Signaling In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

## **ARTICLE V RESALE OF SERVICES**

### **1     General**

The purpose of this Article V is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article V as the "Services") that may be purchased from GTE and resold by ICI and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Customer Guide for CLEC Establishment of Services - **Resale and Unbundling** (the "Guide"), which Guide may be amended from time to time by GTE as needed. GTE shall provide reasonable advance notification to ICI of any changes to the Guide.

### **2     Terms and Conditions**

2.1    Class of Service ICI will resell to its end user customers the same class of service as was or would be provided by GTE to that end user customer, in accordance with State requirements. For example, ICI shall not resell GTE residential service to an end user customer for use as a business class of service.

2.2    Resale to Other Carriers Services available for resale may not be used by ICI to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to, interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

### **3     Ordering and Billing**

3.1    Local Service Request Orders for resale of Services will be placed utilizing a standard Local Service Request ("LSR") form. A complete and accurate LSR (containing the requisite end user information as described in the Guide) must be provided by ICI before a request can be processed.

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

3.3    Letter of Authorization A Letter of Authorization ("LOA") will be required before resold Services will be provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than ICI. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and ICI, provided, however, that ICI complies with the requirements for a signed LOA from the end user as specified in Section 3.4 when requesting information from GTE end user customer accounts.

- 3.4 **Services Ordered** ICI shall specify each specific GTE Service ordered for each ICI end user customer; i.e., GTE will not transfer Services "as is." GTE will not release information to ICI on GTE end user customer accounts unless ICI first provides a written Letter of Authorization, signed by the end user customer, authorizing the release of such information to ICI.
- 3.5 **Nonrecurring Charges** ICI shall be responsible for the payment of all nonrecurring charges ("NRCs") applicable to resold Services. NRCs applicable to each of the Services available for resale are listed in **Appendix E**.
- 3.6 **Transfers Between ICI and Another Reseller of GTE Services** When ICI has obtained an end user customer from another reseller of GTE services, ICI will inform GTE of the transfer by submitting a standard LSR to GTE. Such LSR must contain the code of the displaced reseller, indicating that ICI has advised the displaced reseller that the end user has chosen ICI as their new local service provider.
- 3.7 **Responsibility for Payment** All charges for Services provided for resale under this agreement will be billed to ICI, including all applicable taxes and surcharges, as well as the End User Common Line ("EUCL") Charge from GTOC Tariff FCC No. 1. ICI is responsible for payment of charges billed, regardless of any billing arrangement or situation between ICI and its end user customer.
- 3.8 **Fraud** ICI assumes responsibility for all fraud associated with its end user customers and accounts. GTE takes no responsibility, will not investigate and will make no adjustments to ICI's account in cases of fraud.
- 3.9 **Local Calling Detail** Except for those Services and in those areas where measured rate local service is available to end users, monthly billing to ICI does not include local calling detail.
- 3.10 **Customer Contact and Referral** ICI will provide GTE with a number for referral of inquiries from ICI end user customers. GTE will refer to ICI all inquiries or other calls from ICI's end user customers. GTE will also provide ICI with a number for referral of inquiries from GTE end user customers, to which ICI will refer all inquiries or other calls from GTE's end user customers.
- 3.11 **Procedures** An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in **Appendix G**, attached hereto and made a part hereof.
- 4 **Maintenance**
- 4.1 **Maintenance, Testing and Repair** GTE will provide repair and maintenance services to ICI and its end user customers for resold Services in accordance with the same standards used for such services provided to GTE end user customers. GTE will not initiate a



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

4.2 **Specifics and Procedures for Maintenance** - An overview of the procedures for maintenance of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Appendix G.

5 **Services Available for Resale**

5.1 **Description of Local Exchange Services Available for Resale** - Resold basic Exchange Service includes, but is not limited to, the following elements.

- (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone
- (b) Local Calling - at local usage measured rates if applicable to the end user customer
- (c) Access to long distance carriers
- (d) Access to GTE Operator Services
- (e) Access to GTE Directory Assistance
- (f) E-911 Emergency Dialing
- (g) Access to Special Access Codes - e.g., 800, 888, 900
- (h) Listing of telephone number in appropriate "white pages" directory, and
- (i) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area

5.2 **List of Services Available for Resale** - The Services available for resale by ICI are indicated on Appendix E, attached hereto and made a part of this Agreement, are Additional regulations, terms and conditions relating to the Services listed on Appendix E can be found in the appropriate intrastate local, toll and access tariffs referenced in the third column of the rate list attached as Appendix E and in Article VIII of this Agreement. Terms, conditions and other matters concerning rate applications, technical parameters, provisioning capability, definitions and feature interactions contained in such tariffs are applicable to the Services offered under this Agreement and are incorporated herein by reference. Notwithstanding the foregoing, to the extent that there is a direct conflict

between the terms, conditions and other matters in such tariffs and any specific provision of this Agreement, the terms and conditions in this Agreement shall control

- 5.3 **Rates** The wholesale rates for all Services available for resale are listed in Appendix E
- 5.4 **Non-Recurring Charges** Charges associated with the installation of new services or features or changes to existing services or features are identified in Appendix E. No discount applies to nonrecurring charges
- 5.5 **Grandfathered Services** Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location
- 5.6 **ICB Services** Services provided by GTE to its end users established as an ICB (Individual Case Basis) service are available for resale. However, no discount applies to ICB Services
- 5.7 **Access** GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges
- 5.8 **Operator Services** Access to GTE Operator Services for local and toll assistance (for example, call completion, busy line verification and emergency interruption) is included as an element of Exchange Services offered for resale. ICI will be billed in accordance with rates included in GTE'S end user rates as shown in Appendix E. No discount applies to operator services
- 5.9 **Directory Assistance** Access to GTE Directory Assistance is included as an element of Exchange Services offered for resale. ICI will be billed in accordance with GTE'S end user tariff rates included in Appendix E. No discount applies to directory assistance

**ARTICLE VI**  
**UNBUNDLED NETWORK ELEMENTS**

- 1 **General** The purpose of this Article VI is to define the unbundled network elements that may be purchased by ICI from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the GTE Customer Guide for ICI Establishment of Services - Resale and Unbundling. Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix G.
- 2 **Unbundled Network Elements**
  - 2.1 **Categories** There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
    - (a) Network Interface Device or NID
    - (b) Loop Elements
    - (c) Port Elements
    - (d) Transport Elements
    - (e) Signaling Elements
    - (f) Call-Related Databases
  - 2.2 **Prices** Individual unbundled network elements and prices are identified on Appendix F attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix F. The port element consists of two components, termination and usage (i.e. minutes of use). Additional switch features may be purchased in bulk at a price to be agreed upon by the Parties, or switch features may be purchased individually as Services pursuant to Article V.
  - 2.3 **Interconnection to Unbundled Elements** ICI may lease and interconnect to whichever of these unbundled network elements ICI chooses, and may combine these unbundled elements with any facilities or services that ICI may itself provide, pursuant to the following terms:
    - 2.3.1 Interconnection shall be achieved via expanded interconnection/collocation arrangements ICI shall maintain at the wire center at which the unbundled services are resident.

- 2.3.2 Each loop or port element shall be delivered to the ICI collocation arrangement over a loop/port connector applicable to the unbundled services through other tariffed or contracted options
- 2.3.3 ICI shall combine unbundled network elements with its own facilities. ICI shall not combine unbundled network elements purchased from GTE in such a manner as to permit ICI to bypass GTE's resale offerings

### 3 Network Interface Device

- 3.1 Direct Connection ICI shall be permitted to connect its own Loop directly to GTE's Network Interface Device or NID in cases in which ICI uses its own facilities to provide local service to an end user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, ICI shall follow the procedures in Sections 3.1.1 and 3.1.2 below

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

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

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

### 4 Loop Elements

- 4.1 Service Description A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc

- 4.2 Categories of Loops There are three general categories of loops

- 4.2.1 "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This loop is commonly used for local dial tone service.
  - 4.2.2 "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions.
  - 4.2.3 "DS-1" loops will support the transmission of a digital signal rate of 1.544 mbps to provide the equivalent of 24 incoming trunk type Exchanges Services.
  - 4.2.4 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels.
- 4.3 Loops for Digital Services. ICI may also lease 2-wire or 4-wire Loops that have been conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS-1 level signals, subject to the limitations indicated in Sections 4.6 and 4.7. The price for such conditioned Loops shall be the price for the basic 2-wire or 4-wire loop, as applicable, that is listed in Appendix E, plus the applicable charge for the special conditioning as provided for in the appropriate GTE intrastate special access tariff. Prices for DS-3 grade Loops are the prices set forth in the appropriate GTE intrastate special access tariff.
- 4.4 Features, Functions, Attributes, Etc. To the degree possible, all transport-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals that apply to the bundled services will apply to unbundled loops.
- 4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. ICI will be required to provision a loop testing device either in its CO, Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by ICI.
  - 4.4.2 All Loop facilities furnished by GTE on the premises of ICI's end users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.
- 4.5 Digital Loop Carrier. Where GTE utilizes integrated digital loop carrier ("IDLC")\* technology to provision the Loop element, GTE will take the necessary affirmative steps to provide unbundled Loops. The basic Loop provided will support voice grade services.

Loop capabilities beyond voice grade (i.e., ISDN, ADSL, etc.) will be provided under the terms and conditions, and at the prices indicated in Section 4.3

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

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

#### 4.6 Unbundled Loop Facility Certification

4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled 2-wire analog voice grade loops leased from GTE, ICI shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if ICI deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described above, GTE will so inform ICI and ICI shall not be permitted to deploy such service enhancing copper cable technologies. GTE will charge ICI the reasonable costs for engineering time and labor.

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

#### 4.7 Unbundled Loop Facility Notification

4.7.1 GTE reserves the right to deploy within its network at its sole discretion any and all copper cable loop transport technologies. If GTE plans to deploy copper cable loop transport technology within a cable sheath in which such technology was not previously deployed, GTE will provide notice to ICI of such planned deployment, indicating all service enhancing copper cable technologies that would cause interference with the technology to be deployed, or that would be interfered with by the deployment of such technology. Such notice will be provided at least ninety (90) days in advance of the planned deployment. If ICI has deployed any

technologies within the same cable sheath that would interfere with, or be interfered with, by the technology GTE plans to deploy, ICI shall remove such interfering technology.

- 4.7.2 If ICI fails to comply with GTE's notification and remove the interfering technology, and ICI's deployment of such technology is determined to have actually caused interference with the copper cable loop transport technologies deployed by GTE in the same cable sheath, a second notification will be sent to ICI. If ICI fails to comply with such second notification by immediately removing such service enhancing copper cable technology, GTE will take the necessary action to isolate the interfering technology from its network. In that event, ICI shall reimburse GTE for all incurred expense related to these activities.

## 5. Port Elements

- 5.1 Service Description "Port" is an unbundled component of Exchange Service that provides for the interconnection of individual loops to the switching components of GTE's network. In general, it is a line card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. Each port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.

- 5.2 Types of Ports There are two basic types of port services, line-side and trunk-side, each of which provide certain types of functions,

- 5.2.1 Line-side Ports provide the following types of functions.

- On-hook and off-hook detection
- Dial tone
- Digit reception and interpretation (dial pulse or dual tone multi frequency)
- Network call routing to the called telephone number
- Audible ringing and power ringing
- Automatic message accounting (AMA) recording
- Disconnect detection
- Access to GTE switch based services and functions

- 5.2.2 Trunk-side Ports provide the following types of functions.

- Digit pulsing (DP), dual tone multi frequency (DTMF) and multi frequency (MF)
- Digit reception and interpretation
- Network routing toward terminating telephone number
- Answer detection and supervision signaling
- Access to GTE switch based services and functions

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

5.3.1 "2-wire analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service

5.3.2 "2-wire ISDN digital line" Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services

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

5.3.4 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services

5.4 Port Prices Prices for 2-wire analog and DS-1 Ports are listed in Appendix E. 2-wire ISDN line side Ports and 4-wire ISDN trunk side Ports shall be provided at a price to be agreed to by the Parties

5.5 Service Parity To the degree possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled Ports

## 6 Transport Elements

6.1 Service Description Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or functionally comparable piece of equipment in a GTE end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a GTE end office or access tandem, or (ii) a meet point with transport facilities of ICI or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility

6.2 Categories/Types Unbundled transport is provided under rates, terms and conditions of the applicable GTE special access tariff or local private line tariff.

7 SS7 Transport and Signaling SS7 signaling and transport services in support of ICI's local exchange services shall be provided in accordance with the terms and conditions of appropriate tariffs.

8 LIDB Services Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8



- 9 **Database 800/888 Services** Access to GTE's 800/888 database shall be provided in accordance with the rates, terms and conditions of GTE's standard 800 Data Base Carrier Selection Service Agreement

**ARTICLE VII**  
**ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS**

1 Transfer of Service Announcements When an end user customer transfers service from GTE to ICI, or from ICI to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer.

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

2.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.

2.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.

2.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.

3 911/E911 Arrangements

3.1 Description of Service ICI will install a minimum of two dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which ICI provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide ICI with the appropriate CLLI codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP.

3.2 Transport If ICI desires to obtain transport from GTE to the GTE 911 selective routers, ICI may purchase such transport from GTE at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.

3.3 Cooperation and Level of Performance The Parties will work together to facilitate the prompt, reliable and efficient interconnection of ICI's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users.

- 3 4 Updates to MSAG It shall be the responsibility of ICI to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG")
- 3 5 Updates to Database GTE and ICI will work together to develop the process by which the 911/E911 database will be updated with ICI's end user 911/E911 information
- 3 6 Compensation In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining ICI's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from ICI only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge ICI a portion the cost of the shared 911/E911 port.
- 4 Information Services Traffic
- 4 1 Routing Each Party shall route traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local Intra-ATA trunks.
- 4 2 Recording The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").
- 4 3 Rating The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreements with each information provider.
- 4 4 Billing and Collection The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less
- (a) a mutually agreed upon fee for providing billing and collection of the information service charges, and
- (b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider, and
- (c) any customer adjustment provided by the Originating Party.
- 4 5 Blocking Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.

5 Directory Assistance (DA) and Operator Services At ICI's request, GTE will provide to ICI directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties

6 Directory Listings and Directory Distribution Subject to execution of a separate agreement between ICI and GTE (the "Directories Agreement"), ICI's end users' primary listings shall be included in the appropriate GTE white pages directory, as well as GTE's directory assistance database. ICI's business end users' listings also will be included in all appropriate GTE "yellow pages" or classified directories and directories will be provided to ICI's end users in accordance with the Directories Agreement. GTE will also list in the information pages of the appropriate white pages directories ICI's critical customer contact numbers (e.g. business office, repair service, billing) in accordance with the terms and conditions in the Directories Agreement

7 Busy Line Verification and Interrupt Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks to the operator services switch. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in Appendix E, or if there is no applicable rate listed in Appendix E, at the rates in their respective tariffs

## ARTICLE VIII

### GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS

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

#### 2 **Liability of GTE**

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

2.2 **ICI Tariffs or Contracts** ICI shall, in its tariffs or other contracts for services provided to its end users using services, facilities or network elements obtained from GTE, provide that in no case shall GTE be liable to ICI's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by ICI of the possibility of such damages and ICI shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with ICI's end users.

2.3 **No Liability for Errors** GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to ICI for any ongoing ICI service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, ICI shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including ICI's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

#### 3 **Unauthorized Changes**

3.1 **Procedures** If ICI submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end user notifies GTE that the end user did not authorize ICI to provide local exchange services to the end user, ICI must provide GTE with written documentation of authorization from that end user within three (3) business days of notification by GTE. If ICI cannot provide written documentation of authorization within such time frame, ICI must within three (3) business days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to ICI was made, and
- (b) provide any end user information and billing records ICI has obtained relating to the end user to the LEC previously serving the end user, and
- (c) notify the end user and GTE that the change back to the previous LEC has been made, and
- (d) pay GTE fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.

3.2 **Option to Restrict Changes Without Evidence of Authorization** ICI's or GTE's end users may request GTE to permit changes of their provider of local exchange services only upon end user password-based notification to GTE that the end user wishes to change the end user's provider of local exchange services. In such a situation, GTE will not change an end user's provider of local exchange services without such password based notification.

4 **Impact of Payment of Charges on Service** ICI is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If ICI fails to pay when due any and all charges billed to ICI under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, GTE shall notify ICI in writing that it must pay all Unpaid Charges to GTE within seven (7) business days. If ICI disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, immediately pay to GTE all undisputed charges, and shall pay disputed charges into an interest bearing escrow account. If ICI and GTE are unable, within thirty (30) days thereafter, to resolve issues related to the disputed charges, then either ICI or GTE may file a complaint with the Commission to resolve those issues. The Commission may direct the release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to GTE and or ICI. If ICI fails to pay any undisputed Unpaid Charges, ICI shall, at its sole expense, within five (5) business days notify its end users that their service may be disconnected for ICI's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If ICI fails to provide such notification or any of ICI's end users fail to select a new

provider of services within the applicable time period, GTE will provide local exchange services to ICI's end users under GTE's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to ICI's end user, but will be assessed to ICI. GTE may discontinue service to ICI upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to ICI or ICI's end users in the event of such disconnection.

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

6 Timing of Messages With respect to measured rate local service or other usage sensitive services provided under this Agreement, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

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

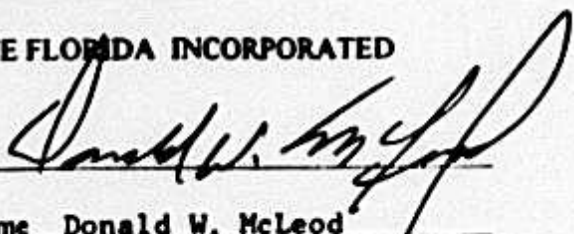
**ARTICLE X**  
**ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

To the extent lawfully required by the Act, GTE and ICI shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements

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

GTE FLORIDA INCORPORATED

By

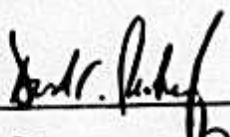
  
Name Donald W. McLeod  
Title Vice President-Local  
Competition/Interconnection

Date

February 3, 1997

ICI

By

  
Name David C. Reberg  
Title President & CEO

Date

January 31, 1997



## ARTICLE IX COLLOCATION

1. **Physical Collocation** GTE shall provide to ICI physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state collocation tariffs.

2. **Existing Virtual Collocation** If, on the effective date of this Agreement, ICI is virtually collocated in a GTE premise, ICI may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If ICI elects the latter option, ICI's request shall be treated as a new physical collocation request and ICI shall pay GTE at the applicable tariff rates for construction and rearrangement of ICI's equipment as well as all applicable tariffed physical collocation recurring charges.

**APPENDIX A  
SERVICE MATRIX**

<b>Service Location (identified by tandem serving area)</b>	<b>POI (Identified by CLLI code)</b>	<b>Services (identified by _____ )</b>
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**APPENDIX B  
INTERCONNECTION, TELECOMMUNICATIONS SERVICES  
AND FACILITIES AGREEMENT**

**BETWEEN**

**GTE**

**AND**

**INTERMEDIA COMMUNICATIONS, INC**

**AMENDMENT NO \_\_\_\_\_**

**THIS AMENDMENT** (herein so called) is made effective as of \_\_\_\_\_, 1997, by and between GTE Florida Incorporated ("GTE") and Intermedia Communications, Inc ("ICI") GTE and ICI are sometimes referred to herein collectively as the "Parties" and individually as a "Party." Either GTE or ICI may be referred to as "Provider" or "Customer" as the context requires

**WHEREAS**, Provider is providing to Customer and Customer is purchasing from Provider those Services described in that certain Interconnection, Telecommunications Services and Facilities Agreement for the State of Florida by and between GTE and ICI dated effective as of \_\_\_\_\_, 199\_\_ (the "Agreement"), and

**WHEREAS**, the Parties desire to amend the Agreement as provided in this Amendment

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Amendment, the Parties agree as follows

**1.2 Additional Services [if applicable]**

- 2.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following services under the terms and conditions set forth in the Agreement and within the service attachment listed below and attached to this Amendment

Service Attachment \_\_\_\_\_ - \_\_\_\_\_

- 2.2 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, \_\_\_\_\_ is made a part of the Services provided under the Agreement and Service Attachment \_\_\_\_\_ shall be deemed to be a Service Attachment to the Agreement

2.3 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, Appendix A, Service Matrix, to the Agreement is hereby deleted and Appendix A, Service Matrix, to this Amendment is hereby inserted in lieu thereof to reflect the additional Services and related Service Locations

3 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following Services in the following locations

<u>Service Location</u> (identified by tandem <u>  serving area  </u> )	<u>POI</u> (identified by <u>  CLLI code  </u> )	<u>Services</u> (identified by Service <u>  Attachment Number  </u> )
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3.1 As of the effective date of this Amendment, the locations set forth in Section 3.1 above shall be deemed Service Locations under the Agreement

3.2 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, Appendix A, Service Matrix, to the Agreement is hereby deleted and Appendix A, Service Matrix, to this Amendment is hereby inserted in lieu thereof to reflect additional Service Locations

4. **Interpretation**

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

5. **Effect**

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

6. **Authority**

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

**6 Authority**

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

**7 Multiple Counterparts**

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument

**8 No Offer**

Submission of this Amendment for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Amendment will be effective only upon execution by both Provider and Customer

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the date or dates written below effective as of the date first above written

**ICI**

**GTE FLORIDA INCORPORATED**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

**LOCAL CALL TERMINATION**

**GTE**

Switched Common Transport	\$ 0000135	Per Minute of Use Per Mile
Facilities Termination	\$ 0002688	Per Minute of Use
Access Tandem Switching	\$ 0007500	Per Minute of Use
Local Switching 2	\$ 0089000	Per Minute of Use
Information Surcharge	\$ 0072000	Per Minute of Use
Contel	\$ NA	Per Minute of Use

**Transit Tandem Switching**

GTE	\$ 0 0007500	Per Minute of Use
Contel	\$ NA	Per Minute of Use

	<b>Monthly Rate</b>	<b>Non recurring Charge</b>
<b>E911 Services</b>		
<b>GTE</b>		
E911 trunk, fixed rate each trunk	\$ 26 00	\$ 89 00
E911 trunk, per airline mile each trunk	1 50	N/A
E911 Selective Routing per trunk	30 00	260 00
Selective Routing Boundary Maps	N/A	44 00
E911 ALI Entry Software, per package (optional)	11 00	250 00
E911 ALI Entry User's Guide, per package (optional)	N/A	30 00
MSAG Copies, per county diskette or magnetic tape	N/A	45 00
paper copy	N/A	110 00

**APPENDIX D  
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF  
FLORIDA**

	<b>Monthly Rate</b>	<b>Non recurring Charge</b>
<b>Local Service Provider Number Portability (per number ported)</b>		
<b>GTE</b>	<b>\$ 1.25</b>	<b>\$ 5.00</b>
<b>Contel</b>	<b>N/A</b>	<b>N/A</b>
<b>Simultaneous Call Capability - Per Additional Path</b>		
<b>GTE</b>	<b>\$ 0.50</b>	<b>N/A</b>
<b>Contel</b>	<b>N/A</b>	<b>N/A</b>

**Note** Nonrecurring Charge is a charge per order. One customer per order any number of lines

**APPENDIX E**  
**SERVICES AVAILABLE FOR RESALE**  
**FLORIDA**

**Resale Services NRC's**

<b>Service Ordering</b>	
<b>Initial Service Order, per order</b>	<b>\$ 41 50</b>
<b>Subsequent Service Order, per order</b>	<b>\$ 24 00</b>
<b>Installation, per line</b>	<b>\$ 26 25</b>
<b>Customer Service Record Research, per request</b>	<b>\$ 5 25</b>
<b>Transfer of Service Charge, per order</b>	<b>\$ 16 00</b>



00

12/13/96

				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida				
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
					Local						
					Basic Local Exchange Services						
					Flat Rate - 1 Party Service/Business						
FL	GTE	A3	2	2	Rate Group 1	MRC	Y	Y	\$23 95	\$2 69	\$21 26
FL	GTE	A3	2	2	Rate Group 2	MRC	Y	Y	\$26 25	\$2 95	\$23 30
FL	GTE	A3	2	2	Rate Group 3	MRC	Y	Y	\$27 45	\$3 09	\$24 36
FL	GTE	A3	2	2	Rate Group 4	MRC	Y	Y	\$28 70	\$3 23	\$25 47
FL	GTE	A3	2	2	Rate Group 5	MRC	Y	Y	\$29 90	\$3 36	\$26 54
FL	GTE	A3	4	2	Poinciana Exception Area	MRC	Y	Y	\$26 25	\$2 95	\$23 30
					Flat Rate - 1 Party Service/Business with Rotary						
FL	GTE	A3	2	2	Rate Group 1	MRC	Y	Y	\$34 97	\$3 93	\$31 04
FL	GTE	A3	2	2	Rate Group 2	MRC	Y	Y	\$37 27	\$4 19	\$33 08
FL	GTE	A3	2	2	Rate Group 3	MRC	Y	Y	\$38 47	\$4 33	\$34 14
FL	GTE	A3	2	2	Rate Group 4	MRC	Y	Y	\$39 72	\$4 47	\$35 25
FL	GTE	A3	2	2	Rate Group 5	MRC	Y	Y	\$40 92	\$4 60	\$36 32
					Special Access Rate to Complete Calls into Local Exchange Network						
FL	GTE	A3	3	3	Per Minute Usage	Usage	Y	Y	\$0 03	\$0 00	\$0 03
FL	GTE	A3	3	3	Per Local Message Usage	Usage	Y	Y	\$0 12	\$0 01	\$0 11
					Message Rate - 1 Party Service/Business						
FL	GTE	A3	2	2	All Rate Groups w/Rotary	MRC	Y	Y	\$24 32	\$2 74	\$21 58
FL	GTE	A3	2	3	Additional Local Message Charge	MRC	Y	Y	\$0 10	\$0 01	\$0 09
FL	GTE	A3	2	3	Individual Line Message Rate-All Rate Groups	MRC			\$17 67	\$1 99	\$15 68
					Coin Telephone Service						
FL	GTE	A7	1	0	Set Use Fee - Nonrecurring	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A7	1	0	Set Use Fee	Usage	N	N	N/A	\$0 00	N/A
FL	GTE	A7	2	0	Noncon Sempublic	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A7	2	0	Sempublic Indoor Booth	NRC	N	N	N/A	\$0 00	N/A

GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE					GTE South - Florida						
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A7	2	0	Semipublic Indoor Booth	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Semipublic Outdoor Booth	NRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Semipublic Outdoor Booth	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Semipublic Desk or Shelf	NRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Semipublic Desk or Shelf	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Panel Con Telephone	NRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Panel Con Telephone	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A7	2	0	Semipublic Extended Network Interface	NRC	Y	N	\$87.50	\$0.00	\$87.50
FL	GTE	A7	4	6	Speed Dialing Service - Fast Call	MRC	Y	Y	\$1.00	\$0.11	\$0.89
FL	GTE	A7	4	6	Select-Your-Carrier	MRC	Y	Y	\$5.00	\$0.56	\$4.44
FL	GTE	A7	4	6	Select-Your-Carrier Plus	MRC	Y	Y	\$9.00	\$1.01	\$7.99
FL	GTE	A7	4	0	Commercial Credit Card Reader	Usage	N	N	\$0.45	\$0.00	\$0.45
FL	GTE	A7	4	0	End User Credit Card Local Call	Usage	Y	N	\$0.70	\$0.00	\$0.70
FL	GTE	A7	4	0	End User Credit Card IntraLATA Toll COPT Two-Way/One Way	Usage	Y	N	\$0.75	\$0.00	\$0.75
FL	GTE	A7	5	0	Rate Group 1	MRC	Y	N	\$31.25	\$0.00	\$31.25
FL	GTE	A7	5	0	Rate Group 2	MRC	Y	N	\$34.37	\$0.00	\$34.37
FL	GTE	A7	5	0	Rate Group 3	MRC	Y	N	\$37.81	\$0.00	\$37.81
FL	GTE	A7	5	0	Rate Group 4	MRC	Y	N	\$41.59	\$0.00	\$41.59
FL	GTE	A7	5	0	Rate Group 5	MRC	Y	N	\$43.75	\$0.00	\$43.75
					Business 1-Party Extended Calling Service						
FL	GTE	A3	15	3	- Call Connection	MRC	Y	Y	\$0.04	\$0.00	\$0.04
FL	GTE	A3	15	3	- Each Minute	MRC	Y	Y	\$0.06	\$0.01	\$0.05
					Bill Detail						
FL	GTE	A3	15	0	- Per Customer Bill	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A3	15	0	- Per Page of Billing Detail	MRC	N	N	N/A	\$0.00	N/A

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				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida			
ST	CO	TAR SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
				Flat Rate - PBX						
FL	GTE	A3.3	2	- Rate Group 1	MRC	Y	Y	\$46.10	\$5.19	\$40.91
FL	GTE	A3.3	2	- Rate Group 2	MRC	Y	Y	\$48.40	\$5.45	\$42.96
FL	GTE	A3.3	2	- Rate Group 3	MRC	Y	Y	\$49.50	\$5.58	\$44.02
FL	GTE	A3.3	2	- Rate Group 4	MRC	Y	Y	\$50.85	\$5.72	\$45.13
FL	GTE	A3.3	2	- Rate Group 5	MRC	Y	Y	\$52.05	\$5.86	\$46.19
				Message Rate - PBX						
FL	GTE	A3.3	2	- All Rate Groups	MRC	Y	Y	\$31.07	\$3.50	\$27.57
FL	GTE	A3.3	3	- Additional Local Message Charge	MRC	Y	Y	\$0.10	\$0.01	\$0.09
FL	GTE	A3.10	0	Local Directory Assistance (Allowance of 3 Free Calls)	Usage	Y	N	\$0.40	\$0.00	\$0.40
FL	GTE	A3.10	0	Local Directory Assistance Completion	Usage	Y	N	\$0.45	\$0.00	\$0.45
FL	GTE	A3.11	0	Customer Dialed Calling Card Calls - Station	Usage	Y	N	\$0.75	\$0.00	\$0.75
FL	GTE	A3.11	0	Operator Assist-Calling Card-Station	Usage	Y	N	\$1.50	\$0.00	\$1.50
FL	GTE	A3.11	0	Operator Assist-Collect-Station	Usage	Y	N	\$1.50	\$0.00	\$1.50
FL	GTE	A3.11	0	Operator Assist-Billed to Third-Station	Usage	Y	N	\$1.50	\$0.00	\$1.50
FL	GTE	A3.11	0	Operator Assist-Credit Card-Station	Usage	N	N	\$1.50	\$0.00	\$1.50
FL	GTE	A3.11	0	Operator Assist-Person to Person-All Calls	Usage	Y	N	\$3.00	\$0.00	\$3.00
				Flat Rate Network Access Register Package						
FL	GTE	A3.13	0	- Rate Group 1	MRC	Y	N	\$21.76	\$0.00	\$21.76
FL	GTE	A3.13	0	- Rate Group 2	MRC	Y	N	\$22.84	\$0.00	\$22.84
FL	GTE	A3.13	0	- Rate Group 3	MRC	Y	N	\$23.41	\$0.00	\$23.41
FL	GTE	A3.13	0	- Rate Group 4	MRC	Y	N	\$23.99	\$0.00	\$23.99
FL	GTE	A3.13	0	- Rate Group 5	MRC	Y	N	\$24.56	\$0.00	\$24.56
				Message Rate Network Access Register Package						
FL	GTE	A3.13	0	- All Rate Groups	MRC	Y	N	\$14.73	\$0.00	\$14.73

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GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE					GTE South - Florida						
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A9.1		4	Foreign Exchange (FX) - Flat Rate - Local Channel	MRC	Y	Y	\$21.15	\$2.38	\$18.77
FL	GTE	A9.1		0	Foreign Exchange (FX) - Local Channel	NRC	Y	N	\$445.00	\$0.00	\$445.00
FL	GTE	A9.1		0	- First	NRC	Y	N	\$152.00	\$0.00	\$152.00
FL	GTE	A9.1		0	- Additional	NRC	Y	N	\$152.00	\$0.00	\$152.00
FL	GTE	A9.1		4	Foreign Exchange - Interoffice Channel	MRC	Y	Y	\$28.50	\$3.21	\$25.29
FL	GTE	A9.1		4	- Fixed Rate - All Bands	MRC	Y	Y	\$1.65	\$0.19	\$1.46
FL	GTE	A9.1		4	- 1-8 Miles - Per Mile	MRC	Y	Y	\$1.60	\$0.18	\$1.42
FL	GTE	A9.1		4	- 9-25 Miles - Per Mile	MRC	Y	Y	\$1.55	\$0.17	\$1.38
FL	GTE	A9.1		0	- Over 25 Miles - Per Mile	MRC	Y	Y	\$1.55	\$0.17	\$1.38
FL	GTE	A9.1		0	- Per Channel NRC - All Bands	NRC	Y	N	\$85.00	\$0.00	\$85.00
FL	GTE	A9.1		4	Foreign Exchange - Bridging Equipment	MRC	Y	Y	\$3.95	\$0.44	\$3.51
FL	GTE	A9.1		0	Foreign Exchange - Bridging Equipment	NRC	Y	N	\$31.00	\$0.00	\$31.00
FL	GTE	A9.1		3	Foreign Exchange Usage	Usage	Y	Y	\$0.0559	\$0.01	\$0.05
FL	GTE	A9.1		3	- Originating MOU	Usage	Y	Y	\$0.0481	\$0.01	\$0.04
FL	GTE	A9.1		4	Exchange Access in lieu of Billing Terminating MOUs	MRC	Y	Y	\$45.00	\$5.06	\$39.94
FL	GTE	A9.2		4	Foreign Central Office - Interoffice Channel	MRC	Y	Y	\$26.00	\$2.93	\$23.08
FL	GTE	A9.2		3	- Fixed Monthly Rate	Usage	Y	Y	\$1.50	\$0.17	\$1.33
FL	GTE	A9.2		0	- Each Airline Mile or Fraction	NRC	Y	N	\$89.00	\$0.00	\$89.00
FL	GTE	A9.2		0	- Nonrecurring	NRC	Y	N	\$89.00	\$0.00	\$89.00
FL	GTE	A3.12		0	Busy Line Interrupt Service - Local Operator	Usage	Y	N	\$1.50	\$0.00	\$1.50
FL	GTE	A3.12		0	Busy Line Verification Service - Local Operator	Usage	Y	N	\$1.00	\$0.00	\$1.00
FL	GTE	A13.30		6	Intercept Message on the Move (IMTM)	MRC	Y	N	\$10.00	\$1.13	\$8.88
FL	GTE	A13.30		6	- IMTM Tagline	MRC	Y	N	\$3.00	\$0.34	\$2.66

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				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida				
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A6.4	0		Directory Listings (Non-published)	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A6.5	0		Directory Listings (Non-listed)	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A6.6	0		Additional Listing - Business	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A6.7	0		Temporary Listing - Sublease	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.32	6		Billed No Screening Service - Opt 1 - No Collect or 3rd Pty	MRC	Y	Y	\$1.00	\$0.11	\$0.89
FL	GTE	A13.32	6		Billed No Screening Service - Opt 2 - No Thrd Party	MRC	Y	Y	\$1.00	\$0.11	\$0.89
FL	GTE	A13.32	6		Billed No Screening Service - Opt 3 - No Collect	MRC	Y	Y	\$1.00	\$0.11	\$0.89
					Call Restriction Service						
					Custom Code Restriction						
FL	GTE	A13.26	6		Option 1 - Business	MRC	Y	Y	\$3.75	\$0.42	\$3.33
FL	GTE	A13.26	6		Option 1 - PBX	MRC	Y	Y	\$5.50	\$0.62	\$4.88
FL	GTE	A13.26	0		Option 1 - NRC	NRC	Y	N	\$10.00	\$0.00	\$10.00
FL	GTE	A13.26	6		Option 2 - Business	MRC	Y	Y	\$3.75	\$0.42	\$3.33
FL	GTE	A13.26	6		Option 2 - PBX	MRC	Y	Y	\$5.50	\$0.62	\$4.88
FL	GTE	A13.26	0		Option 2 - NRC	NRC	Y	N	\$10.00	\$0.00	\$10.00
FL	GTE	A13.26	6		Option 4 - Business	MRC	Y	Y	\$3.75	\$0.42	\$3.33
FL	GTE	A13.26	6		Option 4 - PBX	MRC	Y	Y	\$5.50	\$0.62	\$4.88
FL	GTE	A13.26	0		Option 4 - NRC	NRC	Y	N	\$10.00	\$0.00	\$10.00
FL	GTE	A13.16	4		Business Dial DataLink Service	MRC	Y	Y	\$5.00	\$0.56	\$4.44
FL	GTE	A13.16	0		Business Dial DataLink Service	NRC	Y	N	\$25.00	\$0.00	\$25.00
FL	GTE	A13.38	0		PrimeLink 900 Service - Establishment/Reconnection	NRC	Y	N	\$325.00	\$0.00	\$325.00

				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida				
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13	36	0	PrimeLink 900 Service - Change	NRC	Y	N	\$100.00	\$0.00	\$100.00
FL	GTE	A13	36	0	PrimeLink 900 Service - Access Line	MRC	Y	N	\$40.00	\$0.00	\$40.00
					PrimeLink 900 Service - Transport						
FL	GTE	A13	36	0	- 1st Minute	Usage	Y	N	\$0.10	\$0.00	\$0.10
FL	GTE	A13	36	0	- Each Add'l 30 Seconds or Fraction	Usage	Y	N	\$0.045	\$0.00	\$0.05
					PrimeLink 900 Service - Billing/Collection						
FL	GTE	A13	36	0	- \$ 05 - \$ 50 (Per Message)	Usage	Y	N	\$0.08	\$0.00	\$0.08
FL	GTE	A13	36	0	- \$ 51 - 2.00 (Per Message)	Usage	Y	N	\$0.15	\$0.00	\$0.15
FL	GTE	A13	36	0	- \$2.01 - 50.00 (Per Message)	Usage	Y	N	\$0.25	\$0.00	\$0.25
FL	GTE	A13	27	0	PrimeLink 976 Service - Establishment/Reconnecton	NRC	Y	N	\$325.00	\$0.00	\$325.00
FL	GTE	A13	27	0	PrimeLink 976 Service - Change	NRC	Y	N	\$100.00	\$0.00	\$100.00
FL	GTE	A13	27	0	PrimeLink 976 Service - Access Line	MRC	Y	N	\$40.00	\$0.00	\$40.00
					PrimeLink 976 Service - Transport						
FL	GTE	A13	27	0	- 1st Minute	Usage	Y	N	\$0.07	\$0.00	\$0.07
FL	GTE	A13	27	0	- Each Add'l 30 Seconds	Usage	Y	N	\$0.035	\$0.00	\$0.04
					PrimeLink 976 Service - Billing/Collection						
FL	GTE	A13	27	0	- \$ 20 - \$ 50 (Per Message)	Usage	Y	N	\$0.08	\$0.00	\$0.08
FL	GTE	A13	27	0	- 51 - 2.00 (Per Message)	Usage	Y	N	\$0.15	\$0.00	\$0.15
FL	GTE	A13	27	0	- 2.01+ (Per Message)	Usage	Y	N	\$0.25	\$0.00	\$0.25
FL	GTE	A13	34	0	Establishment of TSP Service	NRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13	34	0	Restoration Priority	MRC	N	N	N/A	\$0.00	N/A
					DID-IOD						
					- DID 80 Numbers or Less						
FL	GTE	A13	20	0	First 20 DID Numbers	NRC	Y	N	\$550.00	\$0.00	\$550.00
FL	GTE	A13	20	6	First 20 DID Numbers	MRC	Y	Y	\$100.00	\$11.25	\$88.75
FL	GTE	A13	20	0	Each Add'l DID 20 Numbers	NRC	Y	N	\$20.00	\$0.00	\$20.00
FL	GTE	A13	20	6	Each Add'l DID 20 Numbers	MRC	Y	Y	\$100.00	\$11.25	\$88.75

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				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida				
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
					- DID 200 Numbers or Less						
FL	GTE	A13	20	0	First DID 100 Numbers	NRC	Y	N	\$450 00	\$0 00	\$450 00
FL	GTE	A13	20	6	First DID 100 Numbers	MRC	Y	Y	\$440 00	\$49 50	\$390 50
FL	GTE	A13	20	0	Second DID 100 Numbers	NRC	Y	N	\$440 00	\$0 00	\$440 00
FL	GTE	A13	20	6	Second DID 100 Numbers	MRC	Y	Y	\$357 50	\$40 22	\$317 28
					- Establishment Multiples of 20 DID Numbers						
FL	GTE	A13	20	0	First 20 DID Numbers	NRC	Y	N	\$440 00	\$0 00	\$440 00
FL	GTE	A13	20	6	First 20 DID Numbers	MRC	Y	Y	\$80 00	\$9 00	\$71 00
FL	GTE	A13	20	0	Each Addl 20 DID Numbers	NRC	Y	N	\$20 00	\$0 00	\$20 00
FL	GTE	A13	20	6	Each Addl 20 DID Numbers	MRC	Y	Y	\$80 00	\$9 00	\$71 00
					- Each Additional 100 DID						
FL	GTE	A13	20	0	Numbers over 200	NRC	Y	N	\$55 00	\$0 00	\$55 00
FL	GTE	A13	20	6	Numbers over 200	MRC	Y	Y	\$44 00	\$4 95	\$39 05
FL	GTE	A13	20	0	DID Reserve Numbers	NRC	Y	N	\$55 00	\$0 00	\$55 00
FL	GTE	A13	20	6	DID Reserve Numbers	MRC	Y	Y	\$44 00	\$4 95	\$39 05
FL	GTE	A13	20	0	IOD - First 10 trunks	NRC	Y	N	\$550 00	\$0 00	\$550 00
FL	GTE	A13	20	6	IOD - First 10 trunks	MRC	Y	Y	\$308 00	\$34 65	\$273 35
					IOD - First 10 trunks -						
FL	GTE	A13	20	0	3-Year Termination Charge	NRC	Y	N	\$6,000 00	\$0 00	\$6,000 00
FL	GTE	A13	20	0	IOD - Over 10 Trunks	NRC	Y	N	\$55 00	\$0 00	\$55 00
FL	GTE	A13	20	6	IOD - Over 10 Trunks	MRC	Y	Y	\$30 80	\$3 47	\$27 34
					IOD - First 10 trunks-						
FL	GTE	A13	20	0	3-Year Termination Charge	NRC	Y	N	\$600 00	\$0 00	\$600 00
					Smart Call Vertical Service						
FL	GTE	A13	14	6	Call Waiting/Cancel Call Waiting - Business	MRC	Y	Y	\$5 00	\$0 56	\$4 44

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GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE					GTE South - Florida						
ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13	14	6	Call Forwarding Business	MRC	Y	Y	\$4 00	\$0 45	\$3 55
FL	GTE	A13	14	6	Call Forwarding Multipath - Business	MRC	Y	Y	\$4 00	\$0 45	\$3 55
FL	GTE	A13	14	6	Speed Call 8 - Business	MRC	Y	Y	\$2 50	\$0 28	\$2 22
FL	GTE	A13	14	6	Speed Call 30 - Business	MRC	Y	Y	\$3 50	\$0 39	\$3 11
FL	GTE	A13	14	6	Three Way Calling - Business	MRC	Y	Y	\$4 00	\$0 45	\$3 55
FL	GTE	A13	14	6	Smart Ring - Business	MRC	Y	Y	\$9 00	\$1 01	\$7 99
FL	GTE	A13	14	6	SMART Package 2400 - Business	MRC	Y	Y	\$8 95	\$1 01	\$7 94
FL	GTE	A13	14	6	SMART Package 2300 - Business	MRC	Y	Y	\$7 00	\$0 79	\$6 21
FL	GTE	A13	14	6	Smarter Call (30-Code) with Smart Ring Business	MRC	Y	Y	\$12 95	\$1 46	\$11 49
FL	GTE	A13	14	6	Smarter Call with Smart Ring per Line - Business	MRC	Y	Y	\$11 95	\$1 34	\$10 61
FL	GTE	A13	14	6	Smarter Call (30 Code) per Line - Business	MRC	Y	Y	\$9 95	\$1 12	\$8 83
BUILD-A-PAK											
FL	GTE	A13	14	6	Call Forwarding - Business	MRC	Y	Y	\$3 20	\$0 36	\$2 84
FL	GTE	A13	14	6	Three-Way Calling - Business	MRC	Y	Y	\$3 20	\$0 36	\$2 84
FL	GTE	A13	14	5	Speed Call - 8 Code - Business	MRC	Y	Y	\$2 00	\$0 23	\$1 78
FL	GTE	A13	14	6	Speed Call - 30 Code - Business	MRC	Y	Y	\$2 80	\$0 32	\$2 49
FL	GTE	A13	14	6	Smart Ring - Business	MRC	Y	Y	\$3 00	\$0 34	\$2 66
FL	GTE	A13	14	6	Automatic Busy Redial - Business	MRC	Y	Y	\$4 80	\$0 54	\$4 26
FL	GTE	A13	14	6	Automatic Call Return - Business	MRC	Y	Y	\$4 80	\$0 54	\$4 26
FL	GTE	A13	14	6	Call Block - Business	MRC	Y	Y	\$3 20	\$0 36	\$2 84
FL	GTE	A13	14	6	Special Call Acceptance - Business	MRC	Y	Y	\$2 40	\$0 27	\$2 13
FL	GTE	A13	14	6	Special Call Forwarding - Business	MRC	Y	Y	\$4 80	\$0 54	\$4 26
FL	GTE	A13	14	6	VIP Alert - Business	MRC	Y	Y	\$3 20	\$0 36	\$2 84
FL	GTE	A13	25	7	Remote Call Forwarding - Business	MRC	Y	Y	\$16 00	\$1 80	\$14 20
FL	GTE	A13	25	3	Remote Call Forwarding - Usage Charges Per Call Completed	Usage	Y	Y	\$0 04	\$0 00	\$0 04
FL	GTE	A13	25	3	Remote Call Forwarding - Usage Charges Per Minute	Usage	Y	Y	\$0 02	\$0 00	\$0 02



				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida			
ST	CO	TAR SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13 41	0	InContact per Number - Basic Service	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	Flexible Packaging/InContact - Basic Service	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	User Schedules per Schedule	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	Flexible Packaging/User Schedules	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	Selective Call Acceptance per List	MRC	N	N	N/A	\$0 00	N/A
F	GTE	A13 41	0	Flexible Packaging/Selective Call Acceptance	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	Caller Access Codes per Code	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	Flexible Packaging/Caller Access Codes	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	InContact Package per Package	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13 41	0	Flexible Packaging/InContact Package	MRC	N	N	N/A	\$0 00	N/A
				CLASS Vertical Services						
FL	GTE	A13 14	6	Automatic Busy Redial - Business	MRC	Y	Y	\$6 00	\$0 68	\$5 33
FL	GTE	A13 14	6	Automatic Call Return - Business	MRC	Y	Y	\$6 00	\$0 68	\$5 33
FL	GTE	A13 14	6	Call Block - Business	MRC	Y	Y	\$4 00	\$0 45	\$3 55
FL	GTE	A13 14	6	Special Call Acceptance - Business	MRC	Y	Y	\$3 00	\$0 34	\$2 66
FL	GTE	A13 14	6	Special Call Forwarding - Business	MRC	Y	Y	\$6 00	\$0 68	\$5 33
FL	GTE	A13 14	6	VP Alert - Business	MRC	Y	Y	\$4 00	\$0 45	\$3 55
FL	GTE	A13 14	6	Call Tracing Service - Business	MRC	Y	Y	\$6 00	\$0 68	\$5 33
FL	GTE	A13 14	6	Call Tracing Service-Business - Per Activation	Usage	Y	Y	\$3 50	\$0 39	\$3 11
FL	GTE	A13 14	6	Caller-ID-Number - Business	MRC	Y	Y	\$10 00	\$1 13	\$8 88
FL	GTE	A13 14	6	Anonymous Call Rejection (ACRJ) - Business	MRC	Y	Y	\$3 00	\$0 34	\$2 66
FL	GTE	A13 14	6	Caller ID-Name and Number - Business	MRC	Y	Y	\$11 50	\$1 29	\$10 21
				Extension Service - Local Channel						
FL	GTE	A13 2	2	- Rate Group 1	MRC	Y	Y	\$9 33	\$1 05	\$8 28
FL	GTE	A13 2	2	- Rate Group 2	MRC	Y	Y	\$10 23	\$1 15	\$9 08
FL	GTE	A13 2	2	- Rate Group 3	MRC	Y	Y	\$10 68	\$1 20	\$9 48
FL	GTE	A13 2	2	- Rate Group 4	MRC	Y	Y	\$11 16	\$1 26	\$9 92
FL	GTE	A13 2	2	- Rate Group 5	MRC	Y	Y	\$11 63	\$1 31	\$10 32

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				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida			
ST	CO	TAR SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13.2	4	Extension Service - Interoffice Channel - Between Contiguous Central Offices - Between Noncontiguous Central Offices	MRC	Y	Y	\$4.20	\$0.47	\$3.73
FL	GTE	A13.2	4	per 1/4 Mile	MRC	Y	Y	\$1.25	\$0.14	\$1.11
FL	GTE	A13.2	4	- Maximum Charge	MRC	Y	Y	\$26.10	\$2.94	\$23.16
FL	GTE	A13.2	4	- Not routed through a C O. per 1/4 mile	MRC	Y	Y	\$1.25	\$0.14	\$1.11
FL	GTE	A13.5	0	Duplicate Bill Charges - Previous Month - Business	Usage	N	N	N/A	\$0.00	N/A
FL	GTE	A13.5	0	- 3 Months or Order - Business	Usage	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	Special Billing Services - Machine Tape Records	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	- WATS Message Detail - Preparation	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	- WATS Message Detail - Msg Charge	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	- Special Billing Numbering Plan	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	- Each Group 20 stations/codes	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	- Minimum Charge	MRC	N	N	N/A	\$0.00	N/A
FL	GTE	A13.7	0	Instant Call Accounting - Dedicated ICA	NRC	Y	N	\$2,000.00	\$0.00	\$2,000.00
FL	GTE	A13.7	7	- Dedicated ICA	MRC	Y	Y	\$1,000.00	\$112.50	\$887.50
FL	GTE	A13.7	0	- Dial-Up ICA	MRC	Y	Y	\$1,000.00	\$112.50	\$887.50
FL	GTE	A13.7	0	- 1-100 stations	NRC	Y	N	\$200.00	\$0.00	\$200.00
FL	GTE	A13.7	7	- 1 - 100 stations	MRC	Y	Y	\$50.00	\$5.63	\$44.38
FL	GTE	A13.7	0	- 101 - 200 stations	NRC	Y	N	\$400.00	\$0.00	\$400.00
FL	GTE	A13.7	7	- 101 - 200 stations	MRC	Y	Y	\$150.00	\$16.88	\$133.13
FL	GTE	A13.7	0	- 201 - 350 stations	NRC	Y	N	\$600.00	\$0.00	\$600.00
FL	GTE	A13.7	7	- 201 - 350 stations	MRC	Y	Y	\$260.00	\$29.25	\$230.75
FL	GTE	A13.7	0	- 351 - 500 stations	NRC	Y	N	\$800.00	\$0.00	\$800.00
FL	GTE	A13.7	7	- 351 - 500 stations	MRC	Y	Y	\$370.00	\$41.63	\$328.38

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				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida			
ST	CO	TAR SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13.7	0	- 501+ stations	NRC	Y	N	\$1,000.00	\$0.00	\$1,000.00
FL	GTE	A13.7	7	- 501+ stations	MRC	Y	Y	\$500.00	\$6.25	\$443.75
FL	GTE	A13.7	7	Night, Sunday, Holiday Service	MRC	Y	Y	\$4.00	\$0.45	\$3.55
				Community Fire Reporting						
FL	GTE	A13.12	0	Fire Alarm Common Equipment	NRC	Y	N	\$11.00	\$0.00	\$11.00
FL	GTE	A13.12	0	Fire Alarm Common Equipment	MRC	Y	N	\$28.00	\$0.00	\$28.00
FL	GTE	A13.12	0	Fire Alarm Common Equipment, 5-Yr. Termination		Y	N	\$75.00	\$0.00	\$75.00
FL	GTE	A13.12	0	Supplemental Equipment	NRC	Y	N	\$27.50	\$0.00	\$27.50
FL	GTE	A13.12	0	Supplemental Equipment	MRC	Y	N	\$17.50	\$0.00	\$17.50
FL	GTE	A13.12	0	Supplemental Equipment, 5-Yr. Termination		Y	N	\$75.00	\$0.00	\$75.00
FL	GTE	A13.21	0	Mobile Radio Link Usage Detail	MRC	N	N	\$6.00	\$0.00	\$6.00
				Break-in Rotary Group						
FL	GTE	A13.22	7	- Common Eqpt. 1-10 Lines	MRC	Y	Y	\$12.95	\$1.46	\$11.49
FL	GTE	A13.22	7	- Each Addl. 10 Lines	MRC	Y	Y	\$9.90	\$1.11	\$8.79
FL	GTE	A13.22	0	Break-in Rotary Group	NRC	Y	N	\$15.00	\$0.00	\$15.00
FL	GTE	A13.24	0	Restricted Sent-Paid Service	NRC	Y	N	\$14.95	\$0.00	\$14.95
FL	GTE	A13.24	7	Restricted Sent-Paid Service	MRC	Y	Y	\$2.50	\$0.28	\$2.22
FL	GTE	A13.29	7	Name/Address Service, Regular	Usage	Y	Y	\$0.75	\$0.08	\$0.67
FL	GTE	A13.29	7	Name/Address Service, Bulk	Usage	Y	Y	\$4.50	\$0.51	\$3.99
FL	GTE	A13.35	0	Alarm Transport Service/Business	NRC	Y	N	\$70.00	\$0.00	\$70.00
FL	GTE	A13.35	6	Alarm Transport Service/Business	MRC	Y	Y	\$9.00	\$1.01	\$7.99
FL	GTE	A13.35	0	Alarm Transport Service Line	NRC	Y	N	\$90.00	\$0.00	\$90.00
FL	GTE	A13.35	7	Alarm Transport Service Line	MRC	Y	Y	\$34.00	\$3.83	\$30.18
FL	GTE	A13.35	0	Alarm Transport Service Line/Port	NRC	Y	N	\$500.00	\$0.00	\$500.00
FL	GTE	A13.35	7	Alarm Transport Service Line/Port	MRC	Y	Y	\$100.00	\$11.25	\$88.75

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				GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE			GTE South - Florida			
ST	CO	TAR SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13 37	0	Customized Number Service/Business	NRC	Y	N	\$20 00	\$0 00	\$20 00
FL	GTE	A13 37	6	Customized Number Service/Business	MRC	Y	Y	\$2 00	\$0 23	\$1 78
				Video Connect Service						
FL	GTE	A13 38	0	Type I, Broadcast Quality	NRC	Y	N	\$1,200 00	\$0 00	\$1,200 00
FL	GTE	A13 38	4	Type I, Broadcast Quality, 1 Year	MRC	Y	Y	\$1,040 00	\$117 00	\$923 00
FL	GTE	A13 38	4	Type I, Broadcast Quality, 3 Year	MRC	Y	Y	\$980 00	\$110 25	\$869 75
FL	GTE	A13 38	4	Type I, Broadcast Quality, 5 Year	MRC	Y	Y	\$930 00	\$104 63	\$825 38
FL	GTE	A13 38	4	Type I, Broadcast Quality, 7 Year	MRC	Y	Y	\$890 00	\$100 13	\$789 88
FL	GTE	A13 38	0	Type II, Broadcast Quality, Transmit & Receive	NRC	Y	N	\$1,100 00	\$0 00	\$1,100 00
FL	GTE	A13 38	0	Type II, Broadcast Quality, Transceive	NRC	Y	N	\$2,200 00	\$0 00	\$2,200 00
				Type II, Broadcast Quality,						
FL	GTE	A13 38	4	- Transmit & Receive, 1 Year	MRC	Y	Y	\$1,500 00	\$168 75	\$1,331 25
FL	GTE	A13 38	4	- Transceive, 1 Year	MRC	Y	Y	\$2,045 00	\$230 06	\$1,814 94
FL	GTE	A13 38	4	- Transmit & Receive, 3 Year	MRC	Y	Y	\$1,450 00	\$163 13	\$1,286 88
FL	GTE	A13 38	4	- Transceive, 3 Year	MRC	Y	Y	\$1,935 00	\$217 69	\$1,717 31
FL	GTE	A13 38	4	- Transmit & Receive, 5 Year	MRC	Y	Y	\$1,400 00	\$157 50	\$1,242 50
FL	GTE	A13 38	4	- Transceive, 5 Year	MRC	Y	Y	\$1,835 00	\$206 44	\$1,628 56
FL	GTE	A13 38	4	- Transmit & Receive, 7 Year	MRC	Y	Y	\$1,340 00	\$150 75	\$1,189 25
FL	GTE	A13 38	4	- Transceive, 7 Year	MRC	Y	Y	\$1,750 00	\$196 88	\$1,553 13
				Commercial Quality, Type I						
FL	GTE	A13 38	0	- Transmit & Receive, 1st System	NRC	Y	N	\$950 00	\$0 00	\$950 00
FL	GTE	A13 38	0	- Transmit & Receive, Addl System	NRC	Y	N	\$450 00	\$0 00	\$450 00
FL	GTE	A13 38	4	- Transmit & Receive, 1st System, 1 Year	MRC	Y	Y	\$940 00	\$105 75	\$834 25
FL	GTE	A13 38	4	- Transmit & Receive, Addl System, 1 Year	MRC	Y	Y	\$490 00	\$55 13	\$434 88
FL	GTE	A13 38	4	- Transmit & Receive, 1st System, 3 Year	MRC	Y	Y	\$880 00	\$99 00	\$781 00
FL	GTE	A13 38	4	- Transmit & Receive, Addl System, 3 Year	MRC	Y	Y	\$460 00	\$51 75	\$408 25
FL	GTE	A13 38	4	- Transmit & Receive, 1st System, 5 Year	MRC	Y	Y	\$830 00	\$93 38	\$736 63
FL	GTE	A13 38	4	- Transmit & Receive, Addl System, 5 Year	MRC	Y	Y	\$435 00	\$48 94	\$386 06
FL	GTE	A13 38	4	- Transmit & Receive, 1st System, 7 Year	MRC	Y	Y	\$790 00	\$88 88	\$701 13

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GTE TELEPHONE OPERATIONS HEADQUARTERS RESALE PRODUCTS & SERVICES BY STATE					GTE South - Florida					
ST	CO	TAR SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13 38	4	- Transmit & Receive, Add'l System, 7 Year Commercial Quality, Type II	MRC	Y	Y	\$410 00	\$46 13	\$363 88
FL	GTE	A13 38	0	- Transceive	NRC	Y	N	\$2 200 00	\$0 00	\$2 200 00
FL	GTE	A13 38	4	- Transceive, 1 Year	MRC	Y	Y	\$1 695 00	\$190 69	\$1 504 31
FL	GTE	A13 38	4	- Transceive, 3 Year	MRC	Y	Y	\$1 595 00	\$179 44	\$1 415 56
FL	GTE	A13 38	4	- Transceive, 5 Year	MRC	Y	Y	\$1 495 00	\$168 19	\$1 326 81
FL	GTE	A13 38	4	- Transceive, 7 Year Business Quality - Type I	MRC	Y	Y	\$1 410 00	\$158 63	\$1 251 38
FL	GTE	A13 38	0	- Transceive	NRC	Y	N	\$1 500 00	\$0 00	\$1 500 00
FL	GTE	A13 38	4	- Transceive, 1 Year	MRC	Y	Y	\$1 460 00	\$164 25	\$1 295 75
FL	GTE	A13 38	4	- Transceive, 3 Year	MRC	Y	Y	\$1 370 00	\$154 13	\$1 215 88
FL	GTE	A13 38	4	- Transceive, 5 Year	MRC	Y	Y	\$1 290 00	\$145 13	\$1 144 88
FL	GTE	A13 38	4	- Transceive, 7 Year Business Quality, Type II	MRC	Y	Y	\$1 220 00	\$137 25	\$1 082 75
FL	GTE	A13 38	0	- Transceive	NRC	Y	N	\$2 200 00	\$0 00	\$2 200 00
FL	GTE	A13 38	4	- Transceive, 1 Year	MRC	Y	Y	\$1 500 00	\$168 75	\$1 331 25
FL	GTE	A13 38	4	- Transceive, 3 Year	MRC	Y	Y	\$1 390 00	\$156 38	\$1 233 63
FL	GTE	A13 38	4	- Transceive, 5 Year	MRC	Y	Y	\$1 310 00	\$147 38	\$1 162 63
FL	GTE	A13 38	4	- Transceive, 7 Year	MRC	Y	Y	\$1 240 00	\$139 50	\$1 100 50
FL	GTE	A13 38	0	Video Connect Access Port	NRC	Y	N	\$100 00	\$0 00	\$100 00
FL	GTE	A13 38	4	Video Connect Access Port	MRC	Y	Y	\$100 00	\$11 25	\$88 75
				Video Connect Transport						
FL	GTE	A13 38	4	- Broadcast Quality, Type I	Usage	Y	Y	\$37 50	\$4 22	\$33 28
FL	GTE	A13 38	4	- Broadcast Quality, Type II	Usage	Y	Y	\$56 22	\$6 32	\$49 90
FL	GTE	A13 38	4	- Commercial Quality, Type I	Usage	Y	Y	\$37 50	\$4 22	\$33 28
FL	GTE	A13 38	4	- Commercial Quality, Type II	Usage	Y	Y	\$56 22	\$6 32	\$49 90
FL	GTE	A13 38	4	Video Connect Service Utilization	Usage	Y	Y	\$15 93	\$1 79	\$14 14
FL	GTE	A13 38	4	Video Connect Quad Split	Usage	Y	Y	\$48 70	\$5 48	\$43 22
FL	GTE	A13 38	0	Image Plus Still Frame	NRC	Y	N	\$160 00	\$0 00	\$160 00

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GTE TELEPHONE OPERATIONS HEADQUARTERS  
RESALE PRODUCTS & SERVICES BY STATE

GTE South - Florida

ST	CO	TAR	SEC	Rule	Service Description	Billing Type	Resale Position	Discount Position	Retail Rate	Avoided Cost	Resale Rate
FL	GTE	A13	38	4	Image Plus Still Frame	MRC	Y	Y	\$265 00	\$29 81	\$235 19
FL	GTE	A13	39	0	Custom Routing Service, Type I	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Custom Routing Service, per line	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Custom Routing Service, per line						
FL	GTE	A13	39	0	- 5 - 50 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 51-100 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 101-500 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 501-1,000 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 1,001 plus	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Rearrangement Charges, System	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Rearrangement Charges, per number	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Custom Routing Service, Type II	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Custom Routing Service, Type II, per line	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Custom Routing Service, Type II, per line						
FL	GTE	A13	39	0	- 1-10 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 11-50 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 51-100 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 101-250 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 251-500 lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	- 501 plus lines	MRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Trunk/Multiline Hunt, System	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Trunk/Multiline Hunt, Per Number	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Group Charges	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Time of Day/Day of Week	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Time of Day/Day of Week, per number	Usage	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Percentage Redirecting	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Percentage Redirecting, per number	Usage	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Incoming Number ID	NRC	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Incoming Number ID, per Number	Usage	N	N	N/A	\$0 00	N/A
FL	GTE	A13	39	0	Flexible Call Forwarding, System	NRC	N	N	N/A	\$0 00	N/A