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99 JUN -7 AM 5:22 GTE SERVICE CORPORATION

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June 7, 1999

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

990728-IP

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

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of Interconnection, Resale and Unbundling Agreement with ACI CORP. d/b/a Accelerated Connections, Inc. The agreement consists of a total of 189 pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

Anthony P. Gillman
or Kimberly Caswell

KC:tas
Enclosures

A part of GTE Corporation

DOCUMENT NUMBER-DATE

07006 JUN -7 89

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Interconnection,)
Resale and Unbundling Agreement between)
GTE Florida Incorporated and ACI CORP. d/b/a)
Accelerated Connections, Inc.)
_____)

Docket No.
Filed: June 7, 1999

**PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL
OF INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
WITH ACI CORP. D/B/A ACCELERATED CONNECTIONS, INC.**

GTE Florida Incorporated (GTEFL) files this petition before the Florida Public Service Commission seeking approval of an interconnection, resale and unbundling agreement which GTEFL has entered with ACI CORP. d/b/a Accelerated Connections, Inc. ("ACI"). In support of this petition, GTEFL states:

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

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

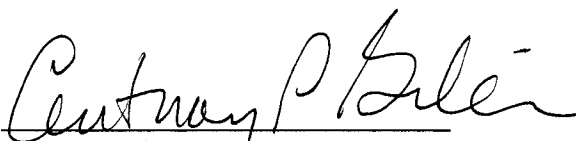
3. The agreement with ACI (attached hereto as Attachment A) does not discriminate against other similarly situated carriers and is also consistent with the public

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

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

Respectfully submitted on June 7, 1999.

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

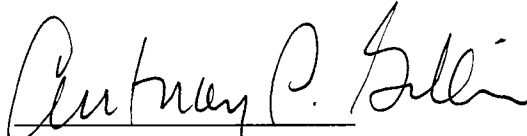
Attorney for GTE Florida Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of Interconnection, Resale and Unbundling Agreement with ACI CORP. d/b/a Accelerated Connections, Inc. was sent via overnight delivery on June 4, 1999 to:

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

ACI Corp.
Attention: Eric Geis, Vice President
8787 Complex Drive, Suite 200
San Diego, CA 92123


Bar Kimberly Caswell

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

**ACI CORP.
D/B/A ACCELERATED CONNECTIONS, INC.**

TABLE OF CONTENTS

ARTICLE I	SCOPE AND INTENT OF AGREEMENT	I-1
ARTICLE II	DEFINITIONS	II-1
1.	<u>General Definitions</u>	II-1
1.1	"Access Service Request"	II-1
1.2	"Act"	II-1
1.3	"Affiliate"	II-1
1.4	"AMA"	II-1
1.5	"Applicable Law"	II-1
1.6	"Automatic Location Identification/Data Management System (ALI/DMS)"	II-1
1.7	"Automatic Number Identification" or "ANI"	II-1
1.8	"Bellcore"	II-2
1.9	"Bill-and-Keep Arrangement"	II-2
1.10	"Bona Fide Request (BFR)"	II-2
1.11	"Business Day"	II-2
1.12	"Central Office Switch"	II-2
1.13	"Centralized Message Distribution System" (CMDS)	II-2
1.14	"CLLI codes"	II-2
1.15	"Commercial Mobile Radio Services" (CMRS)	II-2
1.16	"Commission"	II-2
1.17	"Common Channel Signaling" or "CCS"	II-3
1.18	"Competitive Local Exchange Carrier" (CLEC)	II-3
1.19	"Compliance"	II-3
1.20	"Customer"	II-3
1.21	"Customer Usage Data"	II-3
1.22	"DS-1"	II-3
1.23	"DS-3"	II-3
1.24	"Electronic File Transfer"	II-3
1.25	"EMR"	II-3
1.26	"E-911 Service"	II-3
1.27	"Exchange Service"	II-3
1.28	"EIS" or "Expanded Interconnection Service"	II-3
1.29	"Facility"	II-4
1.30	"FCC"	II-4
1.31	"Generator"	II-4
1.32	"GTOC"	II-4
1.33	"Guide"	II-4
1.34	"Hazardous Chemical"	II-4

1.35	"Hazardous Waste"	II-4
1.36	"Imminent Danger"	II-4
1.37	"Incumbent Local Exchange Carrier" (ILEC)	II-4
1.38	"Interim Number Portability (INP)"	II-5
1.39	"Interconnection Point" ("IP")	II-5
1.40	"ISDN User Part (ISUP)"	II-5
1.41	"IXC" or "Interexchange Carrier"	II-5
1.42	"Internetwork Facilities" or "Interconnection Facility"	II-5
1.43	"LATA"	II-5
1.44	"Line Information Data Base (LIDB)"	II-5
1.45	"Line Side"	II-5
1.46	"Local Exchange Carrier" or "LEC"	II-5
1.47	"Local Exchange Routing Guide" or "LERG"	II-5
1.48	"Local Number Portability (LNP)"	II-6
1.49	"Local Traffic"	II-6
1.50	"MDF" or "Main Distribution Frame"	II-6
1.51	"Meet-Point Billing" or "MPB"	II-6
1.52	"MECAB"	II-6
1.53	"MECOD"	II-6
1.54	"Mid-Span Fiber Meet"	II-6
1.55	"NANP"	II-7
1.56	"Network Element"	II-7
1.57	"NID" or "Network Interface Device"	II-7
1.58	"Numbering Plan Area" or "NPA"	II-7
1.59	"NXX", "NXX Code", "Central Office Code" or "CO Code"	II-7
1.60	"911 Service"	II-7
1.61	"Owner and Operator"	II-7
1.62	"POI"	II-7
1.63	"Pole Attachment"	II-7
1.64	"Provider"	II-8
1.65	"Public Safety Answering Point" or "PSAP"	II-8
1.66	"Rate Center"	II-8
1.67	"Right-of-way" or "ROW"	II-8
1.68	"Routing Point"	II-8
1.69	"Service Control Point" or "SCP"	II-8
1.70	"Service Switching Point" or "SSP"	II-8
1.71	"Signaling Point" or "SP"	II-9
1.72	"Signaling System 7" or "SS7"	II-9
1.73	"Signal Transfer Point" or "STP"	II-9
1.74	"Subsidiary"	II-9
1.75	"Synchronous Optical Network" or "SONET"	II-9
1.76	"Switched Access Service"	II-9
1.77	"Telecommunications Services"	II-9
1.78	"Third Party Contamination"	II-9
1.79	"Trunk Side"	II-9



1.80	"Undefined Terms"	II-9
1.81	"Vertical Features" (including "CLASS Features")	II-9
1.82	"Wire Center"	II-10

ARTICLE III

	GENERAL PROVISIONS	III-1
1.	<u>Scope of General Provisions</u>	III-1
2.	<u>Term and Termination</u>	III-1
2.1	<u>Term</u>	III-1
2.2	<u>Post-Termination Arrangements</u>	III-1
2.3	<u>Termination Upon Default</u>	III-1
2.4	<u>Termination Upon Sale</u>	III-1
2.5	<u>Liability upon Termination</u>	III-2
3.	<u>Amendments</u>	III-2
4.	<u>Assignment</u>	III-2
5.	<u>Authority</u>	III-2
6.	<u>Responsibility for Payment</u>	III-2
7.	<u>Billing and Payment</u>	III-2
7.1	<u>Dispute</u>	III-2
7.2	<u>Late Payment Charge</u>	III-3
7.3	<u>Due Date</u>	III-3
7.4	<u>Audits</u>	III-3
8.	<u>Binding Effect</u>	III-3
9.	<u>Capacity Planning and Forecasting</u>	III-3
10.	<u>Compliance with Laws and Regulations</u>	III-4
11.	<u>Confidential Information</u>	III-4
11.1	<u>Identification</u>	III-4
11.2	<u>Handling</u>	III-4
11.3	<u>Exceptions</u>	III-5
11.4	<u>Survival</u>	III-5
12.	<u>Consent</u>	III-5
13.	<u>Cooperation on Fraud Minimization</u>	III-5

14.	<u>Dispute Resolution</u>	III-5
14.1	<u>Alternative to Litigation</u>	III-5
14.2	<u>Negotiations</u>	III-6
14.3	<u>Arbitration</u>	III-6
14.4	<u>Expedited Arbitration Procedures</u>	III-7
14.5	<u>Costs</u>	III-7
14.6	<u>Continuous Service</u>	III-7
15.	<u>Entire Agreement</u>	III-7
16.	<u>Expenses</u>	III-7
17.	<u>Force Majeure</u>	III-7
18.	<u>Good Faith Performance</u>	III-8
19.	<u>Governing Law</u>	III-8
20.	<u>Standard Practices</u>	III-8
21.	<u>Headings</u>	III-8
22.	<u>Independent Contractor Relationship</u>	III-8
23.	<u>Law Enforcement Interface</u>	III-8
24.	<u>Liability and Indemnity</u>	III-9
24.1	<u>Indemnification</u>	III-9
24.2	<u>End User and Content-Related Claims</u>	III-9
24.3	<u>DISCLAIMER</u>	III-10
24.4	<u>Limitation of Liability</u>	III-10
24.5	<u>Intellectual Property</u>	III-10
25.	<u>Multiple Counterparts</u>	III-10
26.	<u>No Offer</u>	III-10
27.	<u>No Third Party Beneficiaries</u>	III-11
28.	<u>Notices</u>	III-11
29.	<u>Protection</u>	III-12
29.1	<u>Impairment of Service</u>	III-12
29.2	<u>Resolution</u>	III-12
30.	<u>Publicity</u>	III-12

31.	<u>Regulatory Agency Control</u>	III-12
32.	<u>(Intentionally Left Blank)</u>	III-12
33.	<u>Effective Date</u>	III-12
34.	<u>Regulatory Matters</u>	III-13
35.	<u>Rule of Construction</u>	III-13
36.	<u>Section References</u>	III-13
37.	<u>Service Standards</u>	III-13
38.	<u>Severability</u>	III-13
39.	<u>Subcontractors</u>	III-13
40.	<u>Subsequent Law</u>	III-13
41.	<u>Taxes</u>	III-14
42.	<u>Trademarks and Trade Names</u>	III-14
43.	<u>Waiver</u>	III-15
44.	<u>Environmental Responsibility</u>	III-15
45.	<u>TBD Prices</u>	III-16
46.	<u>Amendment of Certain Rates, Terms and Conditions</u>	III-17

ARTICLE IV

GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

		IV-1
1.	<u>General</u>	IV-1
2.	<u>Liability of GTE</u>	IV-1
	2.1 <u>Inapplicability of Tariff Liability</u>	IV-1
	2.2 <u>ACI Tariffs or Contracts</u>	IV-1
	2.3 <u>No Liability for Errors</u>	IV-1
3.	<u>Unauthorized Changes</u>	IV-2
	3.1 <u>Procedures</u>	IV-2

6

4.	<u>Impact of Payment of Charges on Service</u>	IV-2
5.	<u>Unlawful Use of Service</u>	IV-3
6.	<u>Timing of Messages</u>	IV-3
7.	<u>Procedures For Preordering, Ordering, Provisioning, Etc.</u>	IV-3
8.	<u>Customer Contacts</u>	IV-3
9.	<u>Letter of Authorization</u>	IV-4

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC V-1

1.	<u>Services Covered by This Article</u>	V-1
1.1	<u>Types of Services</u>	V-1
1.2	<u>Service Locations for Interconnection Services and Facilities</u>	V-1
1.3	<u>Additional Services or Service Locations</u>	V-1
2.	<u>Billing and Rates</u>	V-1
2.1	<u>Rates and Charges</u>	V-1
2.2	<u>Billing</u>	V-1
3.	<u>Transport and Termination of Traffic</u>	V-2
3.1	<u>Traffic to be Exchanged</u>	V-2
3.2	<u>Compensation For Exchange Of Traffic</u>	V-2
3.3	<u>Tandem Switching Traffic</u>	V-3
3.4	<u>Inter-Tandem Switching</u>	V-4
4.	<u>Direct Network Interconnection</u>	V-4
4.1	<u>Network Interconnection Architecture</u>	V-4
4.2	<u>Compensation</u>	V-5
4.3	<u>Trunking Requirements</u>	V-6
4.4	<u>Network Redesigns Initiated by GTE</u>	V-7
4.5	<u>Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection</u>	V-7
5.	<u>Indirect Network Interconnection</u>	V-8
6.	<u>Number Resources</u>	V-8
6.1	<u>Number Assignment</u>	V-8
6.2	<u>Rate Centers</u>	V-8
6.3	<u>Routing Points</u>	V-8
6.4	<u>Code and Numbers Administration</u>	V-8

6.5	<u>Programming Switches</u>	V-9
7.	<u>Number Portability</u>	V-9
7.1	<u>Interim Number Portability (INP)</u>	V-9
7.2	<u>Local Number Portability (LNP)</u>	V-9
8.	<u>Meet-Point Billing</u>	V-10
8.1	<u>Meet-Point Arrangements</u>	V-10
8.2	<u>Compensation</u>	V-11
9.	<u>Common Channel Signaling</u>	V-11
9.1	<u>Service Description</u>	V-11
9.2	<u>Signaling Parameters</u>	V-11
9.3	<u>Privacy Indicators</u>	V-11
9.4	<u>Connection Through STP</u>	V-12
9.5	<u>Third Party Signaling Providers</u>	V-12
9.6	<u>Multi-Frequency Signaling</u>	V-12
10.	<u>Service Quality and Performance</u>	V-12
11.	<u>Network Outages</u>	V-12
ARTICLE VI		
	<u>RESALE OF SERVICES</u>	VI-1
ARTICLE VII		
	<u>UNBUNDLED NETWORK ELEMENTS</u>	VII-1
1.	<u>General</u>	VII-1
2.	<u>Unbundled Network Elements</u>	VII-1
2.1	<u>Categories</u>	VII-1
2.2	<u>Prices</u>	VII-1
2.3	<u>Interconnection to Unbundled Elements</u>	VII-1
2.4	<u>Service Quality</u>	VII-2
3.	<u>Network Interface Device</u>	VII-2
3.1	<u>Direct Connection</u>	VII-2
3.2	<u>NID to NID Connection</u>	VII-3
3.3	<u>Removal of Cable Pairs</u>	VII-3
3.4	<u>Maintenance</u>	VII-3
4.	<u>Loop Elements</u>	VII-4
4.1	<u>Service Description</u>	VII-4
4.2	<u>Categories of Loops</u>	VII-4
4.3	<u>Conditioned Loops</u>	VII-5



4.4	<u>Features, Functions, Attributes</u>	VII-5
4.5	<u>Loop Carrier Technologies</u>	VII-6
4.6	<u>Unbundled Loop Facility Qualification</u>	VII-7
4.7	<u>Compatibility</u>	VII-8
4.8	<u>Subloops</u>	VII-8
5.	<u>Port and Local Switching Elements</u>	VII-8
5.1	<u>Port</u>	VII-8
5.2	<u>Ports Available as Unbundled Network Elements</u>	VII-9
5.3	<u>Port Prices</u>	VII-9
5.4	<u>Local Switching</u>	VII-9
5.5	<u>Compliance with Section</u>	VII-10
5.6	<u>Shared Transport</u>	VII-10
6.	<u>Dedicated Transport</u>	VII-11
7.	<u>SS7 Transport and Signaling</u>	VII-12
8.	<u>LIDB Services</u>	VII-12
9.	<u>Database 800-Type Services</u>	VII-12
10.	<u>Operator Services (OS) and Directory Assistance (DA)</u>	VII-12
11.	<u>Customized Routing</u>	VII-13
12.	<u>Advanced Intelligent Network Access (AIN)</u>	VII-14
13.	<u>Nondiscrimination Provision and Support</u>	VII-14
14.	<u>Provisioning Intervals</u>	VII-14
15.	<u>Directory Assistance Listing</u>	VII-14

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS VII-1

1.	<u>Bona Fide Request Process</u>	VIII-1
1.1	<u>Intent</u>	VIII-1
1.2	<u>Process</u>	VIII-1
2.	<u>Transfer of Service Announcements</u>	VIII-1
3.	<u>Misdirected Calls</u>	VIII-2
4.	<u>911/E911 Arrangements</u>	VIII-2

4.1	<u>Description of Service</u>	VIII-2
4.2	<u>Transport</u>	VIII-2
4.3	<u>Cooperation and Level of Performance</u>	VIII-2
4.4	<u>Basic 911 and E911 General Requirements</u>	VIII-3
4.5	<u>Compensation</u>	VIII-8
5.	<u>Information Services Traffic</u>	VIII-8
5.1	<u>Routing</u>	VIII-8
5.2	<u>Billing and Collection and Information Service Provider (ISP) Remuneration</u>	VIII-8
5.3	<u>900-976 Call Blocking</u>	VIII-9
5.4	<u>Miscellaneous</u>	VIII-9
6.	<u>Telephone Relay Service</u>	VIII-9
7.	<u>Directory Assistance (DA) and Operator Services (OS)</u>	VIII-9
7.1	<u>Directory Assistance Calls</u>	VIII-9
7.2	<u>Operator Services Calls</u>	VIII-9
8.	<u>Directory Assistance Listings Information</u>	VIII-10
9.	<u>Directory Listings and Directory Distribution</u>	VIII-10
10.	<u>Busy Line Verification and Busy Line Verification Interrupt</u>	VIII-11
11.	<u>SAG</u>	VIII-11
12.	<u>Dialing Format Changes</u>	VIII-11
13.	<u>Operational Support Systems (OSS)</u>	VIII-11
ARTICLE IX		
	<u>COLLOCATION</u>	IX-1
1.	<u>Physical Collocation</u>	IX-1
1.1	<u>Space Planning</u>	IX-1
1.2	<u>Connection to Customer Loops and Ports</u>	IX-1
1.3	<u>Connection to Other Collocated Carriers</u>	IX-2
1.4	<u>Choice of Vendor</u>	IX-2
1.5	<u>Monitoring</u>	IX-2
1.6	<u>Phone Service</u>	IX-2
1.7	<u>Intraoffice Diversity</u>	IX-2
1.8	<u>Notification of Modifications</u>	IX-2
1.9	<u>Drawings</u>	IX-3



1.10	<u>Construction of Space</u>	IX-3
1.11	<u>Connection Equipment</u>	IX-4
1.12	<u>Access to ACI Collocation Space</u>	IX-4
1.14	<u>Common Collocation Space</u>	IX-5
2.	<u>Access To Unbundled Elements</u>	IX-5
ARTICLE X		
	ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY	X-1
APPENDIX A		
	SERVICE MATRIX	A-1
APPENDIX B		
	INTERCONNECTION, TELECOMMUNICATIONS SERVICES AND FACILITIES AGREEMENT	B-1
APPENDIX C		
	RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC	C-1
APPENDIX D		
	RATES AND CHARGES FOR INTERIM NUMBER PORTABILITY USING RCF	D-1
APPENDIX E		
	SERVICES AVAILABLE FOR RESALE	E-1
APPENDIX F		
	PRICES FOR UNBUNDLED ELEMENTS	F-2
APPENDIX G		
	RATES AND CHARGES FOR 911/E911 ARRANGEMENTS	G-1
APPENDIX H		
	SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE ..	H-1
APPENDIX I		
	SS7 SERVICES	I-1
APPENDIX J		
	POLE ATTACHMENT AGREEMENT	J-1

11

APPENDIX K
CONDUIT OCCUPANCY AGREEMENT K-1

APPENDIX L
COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED
ELEMENTS
..... L-1

APPENDIX 46A
MCI TERMS 46A-1

APPENDIX 46B
GTE TERMS
..... 46B-1

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made effective as of _____, 1999, by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and ACI CORP. d/b/a Accelerated Connections, Inc., in its capacity as a certified provider of telecommunications services ("ACI"), with its address for this Agreement at 8787 Complex Drive, Suite 200, San Diego, California 92123 (GTE and ACI being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Florida only (the "State").

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

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

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

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

WHEREAS, both Parties agree that: rates in this Agreement are those that resulted from the arbitration of the MCI agreement, which is currently on appeal; both Parties wish to avoid the expense and delay of arbitrating rates in this Agreement; ACI is putting itself in the legal position of MCI with respect to those rates in this Agreement that are drawn from the MCI arbitration; GTE is fully preserving its legal positions, rights and remedies with respect to those rates, and; the Parties will conform the rates in this Agreement to the results of that appeal and any subsequent proceedings.

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 ACI 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 poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by ACI of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of ACI in the premises of GTE. This Agreement will be submitted to the Florida Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. ACI agrees to negotiate nondiscriminatory terms and conditions for the provision of services and facilities to GTE. GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates contained herein are unlawful, illegal and improper.

The services and facilities to be provided to ACI by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. As to services and facilities, the terms of which are governed by tariff pursuant to the terms of this Agreement, then modification to the tariff terms will be deemed to be applicable to any rates, terms, and conditions of this Agreement, unless otherwise specified herein in accordance with Article III, Section 40. Should services and facilities, the terms of which are defined in this Agreement (and not governed by tariff pursuant to terms of this Agreement), be modified by an immediately effective Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, the modifications will be deemed to be applicable to any rates, terms, and conditions of this Agreement, unless otherwise specified herein in accordance with Article III, Section 40.

ARTICLE II DEFINITIONS

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

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

makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

- 1.16 **"Commission"** means the Florida Public Service Commission.
- 1.17 **"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.
- 1.18 **"Competitive Local Exchange Carrier" (CLEC)** means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.19 **"Compliance"** means environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.20 **"Customer"** may mean GTE or ACI depending on the context and which Party is receiving the service from the other Party.
- 1.21 **"Customer Usage Data"** means that the local telecommunications services usage data of a ACI customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.22 **"DS-1"** is a digital signal rate of 1.544 Mbps.
- 1.23 **"DS-3"** is a digital signal rate of 44.736 Mbps.
- 1.24 **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.25 **"EMR"** means the Exchange Message Record which is an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.26 **"E-911 Service"** is a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the

caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.

- 1.27 **"Exchange Service"** shall be defined as set forth in the Act.
- 1.28 **"EIS" or "Expanded Interconnection Service"** means a service that provides interconnecting carriers with the capability to terminate basic 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.
- 1.29 **"Facility"** means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.
- 1.30 **"FCC"** means the Federal Communications Commission.
- 1.31 **"Generator"** means under Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.32 **"GTOC"** means GTE Telephone Operating Company.
- 1.33 **"Guide"** means the GTE Open Market Transition Order/Processing Guide/ALEC Customer Guide, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed. GTE will provide notification to ACI at least 30 days in advance of implementing any material changes in procedures contained in the Guide. Notification may be accomplished via industry standard notification processes, GTE's Internet site, or other means.
- 1.34 **"Hazardous Chemical"** means as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.35 **"Hazardous Waste"** means as described in Resource Conservation and Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to

human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

- 1.36 **"Imminent Danger"** means as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.37 **"Incumbent Local Exchange Carrier" (ILEC)** means any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.38 **"Interim Number Portability (INP)"** means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.39 **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.40 **"ISDN User Part (ISUP)"** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.41 **"IXC" or "Interexchange Carrier"** means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.42 **"Internetwork Facilities" or "Interconnection Facility"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.
- 1.43 **"LATA"** means Local Access and Transport Area. A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.
- 1.44 **"Line Information Data Base (LIDB)"** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality

for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

- 1.45 **"Line Side"** refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.46 **"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.
- 1.47 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.48 **"Local Number Portability (LNP)"** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.49 **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS." Local Traffic excludes Information Service Providers ("ISP") traffic (e.g., Internet, paging, 900-976, etc.).
- 1.50 **"MDF" or "Main Distribution Frame"** means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.51 **"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.
- 1.52 **"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.

- 1.53 **"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.
- 1.54 **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.55 **"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.
- 1.56 **"Network Element"** means a facility or equipment used in the provision of a telecommunications service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.
- 1.57 **"NID" or "Network Interface Device"** means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1.58 **"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.

- 1.59 **"NXX", "NXX Code", "Central Office Code" or "CO Code"** is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.60 **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.61 **"Owner and Operator"** means as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.62 **"POI"** means Point of Interconnection designated for routing of local interconnection trunks.
- 1.63 **"Pole Attachment"** has the meaning as set forth in Article X and Appendix J of this Agreement.
- 1.64 **"Provider"** may mean GTE or ACI depending on the context and which Party is providing the service to the other Party.
- 1.65 **"Public Safety Answering Point" or "PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.66 **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.67 **"Right-of-way" or "ROW"** means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may

run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 1.68 **"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.
- 1.69 **"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.
- 1.70 **"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.
- 1.71 **"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.
- 1.72 **"Signaling System 7" or "SS7"** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.73 **"Signal Transfer Point" or "STP"** means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.74 **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.75 **"Synchronous Optical Network" or "SONET"** means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.76 **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers

in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

- 1.77 **"Telecommunications Services"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.78 **"Third Party Contamination"** means environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting a facility.
- 1.79 **"Trunk Side"** refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.80 **"Undefined Terms"** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.81 **"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.
- 1.82 **"Wire Center"** means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

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

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

 - 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 (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.

 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation 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. Consent for assignment will not be unreasonably withheld. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Responsibility for Payment. All charges for Services provided under this Agreement will be billed to ACI, including all applicable taxes and surcharges. In addition, the End User Common Line (EUCL) Charge from GTOC Tariff FCC No. 1 is applicable to Resold Services. ACI is responsible for payment of charges billed regardless of any billing arrangements or situation between ACI and its end user customer.
7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, ACI and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.

- 7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.
- 7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 7.3 Due Date. Payment is due 30 calendar days from the bill date.
- 7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.
8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
9. Capacity Planning and Forecasting. Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, Network Elements, INP, Interconnection Services, Collocation, Poles, Conduits and Rights of Way (ROW). Such responsibilities shall include but are not limited to the following:
- (a) The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
 - (b) ACI will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

- (c) The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
- (d) ACI shall notify GTE promptly of changes to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

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

11. Confidential Information.

11.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import if in written or graphic form, or be identified as confidential at the time of disclosure if oral. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

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

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the 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.
 - (g) Neither Party's retail operations shall have access to, know of, be permitted to obtain, be provided with, obtain disclosure about or otherwise have communicated to it any information defined as Confidential Information.
- 11.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a Third Party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.
- 11.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
12. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
13. Cooperation on Fraud Minimization. ACI assumes responsibility for all fraud associated with its end user customers and accounts. GTE shall have no responsibility for, nor is it required to investigate or make adjustments to ACI's account in cases of fraud. The Parties agree that they shall cooperate with one

another to resolve cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

14. Dispute Resolution.

14.1 Alternative to Litigation: Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. Nothing in this section shall be construed to divest the Commission or the FCC of any jurisdiction they otherwise have over matters of public policy or interpretation of, and compliance with, state or federal law, and either Party may seek redress from the Commission or FCC to resolve such matters, as provided by state or federal law.

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

14.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a

maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 14.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 14.5 Costs. Each Party shall bear its own costs of these procedures. 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.
- 14.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.
15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
20. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard approaches and/or establishing its own standard approaches to various requirements, such as preordering, ordering, provisioning, and billing procedures, hereunder applicable to CLEC industry which may be added in the Guide. ACI agrees that GTE may implement such approaches under this Agreement. A copy has been provided to ACI and is incorporated by reference into this Agreement. GTE will provide at least 30 days advanced notification of any material changes in procedures contained in the Guide. Notification may be accomplished via industry standard notification processes, GTE's Internet site, or other means.
21. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
22. Independent Contractor Relationship. The persons 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.

23. Law Enforcement Interface.

23.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by ACI.

23.2 GTE agrees to work jointly with ACI in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for ACI Customers will be billed to ACI.

23.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a ACI Customer and shall refer them to ACI.

24. Liability and Indemnity.

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

advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 24.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any Third Party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.
- 24.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 24.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the amount of \$1.5 million dollars per calendar year, for each year this Agreement is in effect, for any and all claims arising during such calendar year. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement,

this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

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

If to GTE: GTE Florida Incorporated
Attention: Director-Contract Compliance
600 Hidden Ridge, HQE03D52
Irving, Texas 75038
Telephone number: 972-718-5988
Facsimile number: 972-719-1519

and

GTE Florida Incorporated
Attention: Assistant Vice President/Associate General
Counsel
600 Hidden Ridge, HQE03J43
Irving, TX 75038
Telephone number: 972-718-6361
Facsimile number: 972-718-3403

If to ACI: ACI Corp.
Attention: Eric Geis, Vice President
8787 Complex Drive, Suite 200
San Diego, California 92123
Telephone number: 619-879-6900

29. Protection.

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

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

may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

- 29.3 Sections 29.1 and 29.2 above do not address spectrum compatibility issues associated with service enhancing technologies deployed over unbundled loops. Spectrum compatibility is separately addressed in Article VII, section 4 of this Agreement.
30. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, Unbundled Network Elements or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and ACI.
31. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
32. (Intentionally Left Blank).
33. Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be ten (10) Business Days after such approval or in the event this Agreement is developed in whole or in part through arbitration, sixty (60) Business Days after such approval. Such date (i.e., ten (10) or, if arbitrated, sixty (60) Business Days after the approval) shall become the "effective date" of this Agreement for all purposes.
34. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
35. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
37. Service Standards.
- 37.1 The Parties shall meet applicable quality of local service standards imposed by the Commission and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.

- 37.2 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.
38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in 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.
39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
40. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed or modified by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed or modified law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
41. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

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

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

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

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

42. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
43. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
44. Environmental Responsibility.
- 44.1 GTE and ACI agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970. Each Party has the responsibility to notify the other if Compliance

inspections occur and/or citations are issued that impact any aspect of this Agreement such as occurring on a LEC Facility or involving ACI potential employee exposure.

- 44.2 GTE and ACI shall provide notice of known and recognized physical hazards or hazardous chemicals that must include providing Material Safety Data Sheets (MSDSs) for materials existing on site or brought on site to the Facility. Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.
- 44.3 GTE will make available additional environmental control or safety procedures for ACI to review and follow when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of GTE for safety and environmental protection.
- 44.4 Any materials brought, used or remaining at the Facility by ACI are owned by ACI. ACI will indemnify GTE for these materials. No substantial new safety or environmental hazards can be created or new hazardous materials can be used at a GTE Facility. ACI must demonstrate adequate emergency response capabilities for its materials used or remaining at the GTE Facility.
- 44.5 When Third Party contamination is discovered at a GTE Facility, the Party uncovering the condition must notify the proper safety or environmental authority, if required under applicable laws or regulations. ACI must also notify GTE of Third Party contamination it discovers at GTE facilities. The cost causer (requiring access) will become the generator, as owner or operator, of any waste materials such as petroleum contaminated water, sewage or manhole sediment. Notwithstanding Sections 24 and 44.9 hereunder, the cost causer (requiring access) shall indemnify the other Party hereunder.
- 44.6 ACI should obtain and use its own environmental permits, if necessary. If GTE's permit or EPA identification number must be used, ACI must comply with all of GTE's environmental processes including environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites.
- 44.7 ACI visitors must comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 44.8 GTE and ACI shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community

reporting. If fees are associated with filing, GTE and ACI must develop a cost sharing procedure.

- 44.9 Notwithstanding Section 23, with respect to environmental responsibility under this Section 44, GTE and ACI shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, Third Party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage, and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses proximately caused by the indemnifying Party's negligent or willful misconduct regardless of form, or in connection with the violation or alleged violation of any applicable requirement with respect to the presence or alleged presence of contamination arising out of the indemnifying party's acts or omissions concerning its operations at the Facility.
- 44.10 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).
45. TBD Prices. Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to ACI ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, the requesting Party may elect to enter into Dispute Resolution pursuant to Article III, Section 14 or the Parties may agree on an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific network element, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by ACI to GTE, and any overpayment shall be refunded by GTE to ACI, within 45 Business Days after the establishment of the price by the Commission.
46. Amendment of Certain Rates, Terms and Conditions. The rates, terms and conditions in this Agreement that are specified in Attachment 46A (the "MCI Terms") were taken from the GTE/MCI Interconnection, Resale and Unbundling Agreement (the MCI Agreement) approved by the Commission in Docket No. 961272-TP. The rates, terms and conditions not included in this Agreement but referenced in Attachment 46B (the "GTE Terms") were excluded from the MCI Agreement by the Commission in Docket No. 961272-TP. GTE and ACI agree

that if the MCI Terms are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the MCI Terms or, as appropriate, the substitution of GTE Terms for all stayed and enjoined MCI Terms, and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and ACI further agree that the terms and conditions of this Section 46 reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Section 46 shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("Action"). To the extent warranted by any such Action, the parties agree that this Section 46 shall be deemed to have been modified accordingly as in the first paragraph of this Section 46. The parties agree to immediately apply any affected terms and conditions in this Section 46, including any in other sections and articles of this Agreement, consistent with such Action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the MCI Terms are affected by such Action and they cannot be consistently applied therewith, the GTE Terms shall apply. ACI acknowledges that GTE may seek to enforce such Action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

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

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 46, then the Parties agree that they will reopen negotiations within ten (10) days after receipt of the final decision making such deletion or modification in order to negotiate replacement provisions which comply with such Commission or court requirements and which provide substantially the same protections to the Parties as this Section 46. If the Parties cannot reach agreement as to replacement provisions for this Section 46 within twenty (20) calendar days of the initiation of negotiations, the Parties agree that this entire Section 46 is void. In such event, within twenty five (25)

days following the close of the 20 day negotiation period, either Party may initiate the Dispute Resolution Process provided in Article III, Section 14.1 herein regarding issues in dispute for such replacement provisions.

ARTICLE IV
GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to ACI for resale and unbundled network elements provided by GTE to ACI, 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 "ACI" 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 ACI's customers or any other Third Party. Liability of GTE to ACI 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 ACI and shall not be liable for the integration of components combined by ACI.
 - 2.2 ACI Tariffs or Contracts. GTE shall not be liable to ACI'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 ACI of the possibility of such damages. Nothing in this Agreement shall be deemed to create a Third Party beneficiary relationship with ACI's end users. To the extent practicable, ACI will include a provision in its tariffs, price lists, or contracts for services provided to its end users so limiting the liability of LECs, such as GTE, that provide underlying services, facilities, or network elements.
 - 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 ACI for any ongoing ACI service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, ACI 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 ACI's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the gross negligence, as evidenced by a pattern of excessive mistakes or errors, or willful misconduct of GTE or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures. If ACI 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 ACI to provide local exchange services to the end user, ACI must provide GTE with written documentation of authorization from that end user within thirty (30) Business Days of notification by GTE. If ACI cannot provide written documentation of authorization within such time frame, ACI 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 ACI was made; and
- (b) provide any end user information and billing records ACI has obtained relating to the end user to the LEC previously serving the end user; and
- (c) notify the end user and GTE that the change back to the previous LEC has been made.

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

4. Impact of Payment of Charges on Service. ACI 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 ACI fails to pay when due any and all charges billed to ACI under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) Business Days after the due date of such Unpaid Charges excepting previously disputed charges for which ACI may withhold payment, GTE shall notify ACI in writing that it must pay all Unpaid Charges to GTE within seven (7) Business Days. If ACI disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If ACI and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either ACI or GTE may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if ACI owes payment it shall make such payment to GTE with any late payment charge under Article III, Section 7.2, from the original payment due date. If ACI owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such

payment including any late payment charges. GTE may discontinue service to ACI upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to ACI or ACI'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 ACI or its end users for any purpose in violation of law.-GTE, shall not be responsible to ensure that ACI 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 ACI or disconnect particular services, facilities or unbundled elements provided under this Agreement to ACI or, as appropriate, ACI'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 ACI, 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 ACI and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

6. Timing of Messages. With respect to GTE resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network
Timing of messages applicable to GTE's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.

7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix H. All costs and expenses for any new or modified electronic interfaces ACI requires that GTE determines are technically feasible and GTE agrees to develop will be paid by ACI pursuant to Appendix H. 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.

8. Customer Contacts. Except as otherwise provided in this Agreement or as agreed to in a separate writing by ACI, ACI shall provide the exclusive interface with ACI's end user customers in connection with the marketing or offering of ACI services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with ACI's end users, such personnel shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to ACI end users shall bear no corporate name, logo, trademark or trade name other than ACI's. In no event shall GTE personnel acting on behalf of ACI pursuant to this Agreement provide information to ACI end users about GTE products or services.

9. Letter of Authorization.

9.1 GTE will not release the Customer Service Record (CSR) containing Customer Priority Network Information (CPNI) to ACI on GTE end user customer accounts unless ACI first provides to GTE a written Letter of Authorization (LOA), signed by the end user customer, authorizing the release of such information to ACI or if state or federal law provides otherwise, in accordance with such law.

9.2 An (LOA) will be required before GTE will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than ACI. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and ACI.

ARTICLE V
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to ACI or by ACI to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and ACI. The services and facilities described in this Article shall be referred to in this Article V 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 Interconnection Point ("IP") for such Services.

1.3 Additional Services or Service Locations. If, during the term of this Agreement, the parties determine that additional services are needed in the State, or existing Services will be offered 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. ACI's separate rates and charges are also set forth in Appendix C attached hereto and made a part hereof.

2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. ACI is required to order trunks pursuant to Section 4.3.3 of this Article. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-

billing adjustment to bills rendered. Additional matters relating to billing are included in Appendix H attached to this Agreement and made a part hereof.

3. Transport and Termination of Traffic.

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

3.2 Compensation For Exchange Of Traffic.

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

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix C of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than

Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.2.3 Sharing of Access Charges on Calls to Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the Parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the Parties agree that the Party providing the ported number will pay the other Party the rate per line/per month as specified in Appendix D.

- (a) The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.
- (b) The Parties agree that the compensation rate in paragraph 3.2.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the parties agree to reevaluate the rate on an annual basis.
- (c) The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.

3.3 Tandem Switching Traffic. The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as

well as for traffic between either Party's end users and any Third Party which is interconnected to the other Party's access tandems as follows:

- 3.3.1 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.
- 3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.
- 3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that ACI sends traffic through GTE's network to a third-party provider with whom ACI does not have a traffic interexchange agreement, then ACI agrees to indemnify GTE for any termination charges rendered by a third-party provider for such traffic.

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

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. ACI may interconnect with GTE at any of the minimum technically feasible points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The "IPs" shall be set forth in Appendix A attached to this Agreement and made a part hereof. Based on the configuration, the installation timeline will vary considerably, however, GTE will work with ACI in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Telecommunications Act of 1996.

- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection for the purpose of exchanging

traffic, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. For each "IP" set forth in Appendix A, the Parties shall specify the type of interconnection used at that "IP."

- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "IP" at a designated manhole or junction location. The "IP" is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A Virtual or Physical EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
- (c) A Special Access arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

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

4.1.3 The Parties will mutually designate at least one POI on GTE's network within each GTE local calling area for the routing of Local Traffic. Recording and billing of traffic routed over these facilities shall be as provided in Section 3.4 of this Article.

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

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ACI will charge flat rated transport to GTE for ACI facilities used by GTE at their tariffed rates or as mutually agreed, not to exceed GTE rates. ACI will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the ACI switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

- 4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. ACI will charge GTE flat rated transport at their tariffed rates or as mutually agreed, not to exceed GTE rates, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ACI will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the ACI 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. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of local traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.2 ACI shall make available to GTE trunks over which GTE shall terminate to end users of ACI-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- 4.3.3 ACI and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. ACI 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 ACI to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent ACI desires to have any Interexchange Carriers (IC) originate or terminate traffic to ACI, ACI will arrange for such IC to issue an ASR to GTE instructing GTE to route such traffic over the appropriate IC trunk group. Until GTE receives and processes such ASR, the traffic will not be routed.

- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.
- 4.3.4 ACI and GTE will reciprocally provide Percent Local Usage (PLU) factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.6 ACI and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.
- 4.4 Network Redesigns Initiated by GTE. GTE will not charge ACI when GTE initiates its own network redesigns/reconfigurations.
- 4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

- 4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 herein.
- 4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office to which the connection is made.
- 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 until such time as compensation arrangements have been established in accordance with Sections 3.1 and 3.4 herein.
- 6. Number Resources.
 - 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact ACI'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 ACI 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 ACI. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. ACI shall not request number resources to be assigned to any GTE switching entity.
 - 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
 - 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, ACI 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. ACI will also designate a Routing Point for each assigned NXX code. ACI may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively ACI 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 ACI within an existing GTE exchange area and LATA.

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

6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability.

7.1 Interim Number Portability (INP). Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF") and/or direct inward dialing (DID). The requesting Party will provide "forward to" telephone number that is within the same wire center. The GTE rates for INP service using RCF are set out in Appendix D attached to this Agreement and made a part hereof. ACI shall provide INP to GTE at the rates specified for ACI in Appendix D.

If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end users, dedicated trunk group is required between the GTE end office where the DID numbers are served into the CLEC switch. If there are no existing facilities between GTE and the CLEC, the dedicated facilities and transport trunks will be provisioned as switched access or unbundled service using the Access Service Request (ASR) provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using an LSR. CLEC may activate purchase DID trunk service from GTE using only the LSR at the Wholesale rates set out in Appendix E attached to this Agreement and made a part hereof.

7.2 Local Number Portability (LNP). The Parties agree that they shall develop and deploy number portability in accordance to with the Act, such binding FCC and

state mandates, and industry standards, as may be applicable. Upon implementation of LNP, the Parties agree to transition all INP customers and their services to LNP methods within a mutually agreed upon time frame and to discontinue further use of interim methods of number portability.

8. Meet-Point Billing.

8.1 Meet-Point Arrangements.

- 8.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.
- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable ACI to sub-tend the GTE access tandem(s) nearest to the ACI 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, ACI shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 8.1.5 ACI 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, ACI and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by ACI 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 ACI and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

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

8.2.2 Subsequently, ACI 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 ACI and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should ACI prefer to change among these billing methods, ACI shall notify GTE of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented, such changes then may be made in accordance with MECAB guidelines and if GTE mutually agrees, the change will be made.

9. Common Channel Signaling.

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

9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call

routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

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

ARTICLE VI
RESALE OF SERVICES

1. General. The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from GTE and resold by ACI 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 Guide. GTE will make available to ACI for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.1 below.

2. Terms and Conditions.

2.1 Restrictions on Resale. The following restrictions shall apply to the resale of retail services by ACI.

2.1.1 ACI shall not resell to one class of customers a service that is offered by GTE only to another class of customers in accordance with state requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

2.1.2 ACI shall not resell lifeline services and services for the disabled.

2.1.3 ACI shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to ACI for resale. GTE will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 Restrictions on Discount of Retail Services. The discount specified in Section 5.3 herein shall apply to all retail services except for the following:

2.2.1 ACI may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. ACI shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

- 2.2.2 ACI may resell ICB/Contract services without a discount and only to end-user customers that already have such services.
- 2.2.3 ACI may resell COCOT coin or coinless line; however, no discount applies.
- 2.2.4 ACI may resell special access; however, no discount applies.
- 2.2.5 ACI may resell operator services and directory assistance as specified in Section 5.6 herein; however, no discount applies.

2.3 Resale to Other Carriers. Services available for resale may not be used by ACI 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 standard LSR forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by ACI before a request can be processed.

3.1.1 GTE will accept orders for As-Is Transfer (AIT) of services from GTE to ACI where GTE is the end-user's current local exchange company. GTE cannot provide an AIT of service from another CLEC selling GTE's services to ACI.

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

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

- 3.4 Nonrecurring Charges. ACI shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges.
- 3.5 Transfers Between ACI and Another Reseller of GTE Services. When ACI has obtained an end-user customer from another reseller of GTE services, ACI will inform GTE of the transfer by submitting standard LSR forms to GTE.
- 3.5.1 GTE cannot accept an order for AIT of service from one CLEC reselling GTE services to another reseller of GTE services.
- 3.6 Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to ACI does not include local calling detail. However, ACI may request and GTE shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.
- 3.7 Procedures. An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Appendix F, attached hereto and made a part hereof.
- 3.8 LIDB. For resale services, the LSR will generate updates to GTE's LIDB for validation of calling card, collect, and third number billed calls.
- 3.9 Originating Line Number Screening (OLNS). Upon request, GTE will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

4. Maintenance

- 4.1 Maintenance, Testing and Repair. GTE will provide repair and maintenance services to ACI and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to GTE end-user customers. GTE will not initiate a maintenance call or take action in response to a trouble report from a ACI end-user until such time as trouble is reported to GTE by ACI. ACI 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 F.

5. Services Available for Resale.

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

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

5.2 Other Services Available for Resale. GTE will provide resold services at retail less the avoided cost discount as defined in Article VI, Section 5.3 . Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to ACI are those telecommunication services described in GTE's retail tariffs, as amended from time to time. Any new retail services that GTE offers in such tariffs to customers who are not telecommunications carriers may also be available to ACI for resale under the same terms and conditions contained in this Agreement.

- 5.2.1 Promotional Services. GTE shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate will be subject to the applicable resale discount.
- 5.3 Rates. The prices charged to ACI for Local Services shall be calculated as follows:
- 5.3.1 Avoided Cost Discount as shown in Appendix E shall apply to all retail services except those services listed in Section 2.1 and Section 2.3 herein.
- 5.3.2 The discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.
- 5.3.3 The resulting rate is the resale rate.
- 5.4 Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount.
- 5.5 Access. GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges.
- 5.6 Operator Services (OS) and Directory Assistance (DA). OS for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and DA (e.g., 411 calls) are provided as a part of Exchange Services offered for resale. GTE may brand this service as GTE .ACI will be billed in accordance with GTE's retail tariff.
- 5.6.1 If ACI requests branding or unbranding, GTE will provide such unbranding or rebranding with ACI's name pursuant to Article VII, Section 11.
- 5.6.2 ACI will be billed a charge for unbranding or rebranding and customized routing as set forth in Article VII, Section 10.4 and additional charges specified in Article VII, Section 11.4.
- 5.6.3 For those offices that ACI has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where customized routing is Currently Available. If GTE uses a third-party contractor to

provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of ACI. ACI must negotiate with the third party. In these instances, ACI will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's.

ARTICLE VII UNBUNDLED NETWORK ELEMENTS

On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Among other things, the Supreme Court vacated Rule 51.319 of the FCC's First Report and Order, FCC 96-325, 61 Fed. Reg. 45476 (1996). *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Under Section 251(d)(2), the FCC was required to determine what UNEs should be made available and it listed them in the now-vacated FCC Rule 51.319. Thus, there is currently no determination by the FCC of what, if any, UNEs should be made available under Section 251(d)(2), but the Supreme Court did not strike down Section 252(d)(2). Until this determination is made, it is GTE's position, not shared by ACI, that there is no legal obligation to provide any particular UNEs. It is ACI's position that Section 252(d)(2) imposes an independent obligation on ILECs to make available UNEs on just and reasonable terms. Without waiving any rights and only on an interim basis, GTE agrees to provide the UNEs listed herein ("Old 319 UNEs") in accordance with the associated provisions in the agreement and only upon the following interdependent terms and conditions:

- 1) Until the FCC issues new and final rules with regard to vacated Rule 51.319 ("New Rules"), GTE will provide the Old 319 UNEs listed below even though it is GTE's position that it is not legally obligated to do so; provided, however, that ACI agrees not to seek UNE "platforms," or "already bundled" combinations of UNEs.
- 2) ACI agrees that after the New Rules are issued, the Parties will determine what UNEs should be included in the Agreement as required by the New Rules, and they will incorporate them into the Agreement. If the Parties cannot agree on what UNEs are then required under the New Rules, either Party at any time may seek to incorporate the appropriate UNEs under the New Rules into the Agreement in accord with Article 3, Sections 32 and 40, the change of law provisions of the Agreement, notwithstanding anything to the contrary or the expiration of any time periods outlined in such provisions or any other provision of the Agreement.
- 3) By providing Old 319 UNEs, GTE does not waive any of its rights, including its rights to seek recovery of its actual costs and a sufficient, explicit universal service fund. Nor does GTE waive its position that, under the Court's decision, it is not required to provide Old 319 UNEs unconditionally. Moreover, GTE does not agree that the Old 319 UNE rates set forth below are just and reasonable and in accordance with the requirements of §§251 and 252 of Title 47 of the United States Code.
- 4) The above "status quo" arrangement applies only to UNEs, UNE pricing, unbundling and UNE platform issues. To the extent there are other provisions in the Agreement that are inconsistent with, or impacted by the law, including the Supreme Court's decision in *Iowa Utilities Board*, it is the intent of the Parties

that the Agreement should conform thereto and that the "change of law" provisions therein may be invoked to accomplish that end.

1. General. The purpose of this Article VII, VII is to define the unbundled network elements that may be leased by ACI from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed with the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling (the "Guide"). Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix H.

2. Unbundled Network Elements.

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

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

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.

2.2.1 Compensation arrangements for exchanging traffic when ACI uses GTE provided unbundled port and local switching elements shall be as provided in Appendix L attached hereto.

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

2.3.1 Interconnection shall be achieved via physical collocation arrangements ACI shall maintain at the

wire center at which the unbundled services are resident. Pursuant to Article IX, Section 2. of this Agreement, in circumstances where physical collocation cannot be accommodated at wire centers where the unbundled services are resident, alternative arrangements will be negotiated.

2.3.2 Each loop or port element shall be delivered to ACI's collocation arrangement over a loop/port connector applicable to the unbundled services as listed on Appendix F.

2.3.3 ACI shall combine unbundled network elements with its own facilities. GTE has no obligation to combine any network elements for ACI; provided, however, that to the extent that GTE may be specifically required to combine unbundled network elements and/or provide unbundled network elements in existing combinations pursuant to a final and effective decision that is binding on GTE, GTE will negotiate with ACI regarding the provisioning of such elements in accordance with that decision. Once GTE's unbundled network elements have been connected to ACI's facilities, as described in this Agreement, ACI is not precluded from combining the unbundled elements using its own facilities, except that ACI may not combine such network elements to provide solely interexchange service or solely switched access service to an interexchange carrier.

2.4 Service Quality. To the degree reasonably possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled network elements. Notwithstanding the foregoing, GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from ACI's specific use of or modification to any unbundled network element.

3. Network Interface Device.

3.1 Direct Connection. ACI shall be permitted to connect its own Loop directly to GTE's Network Interface Device or NID in cases in which ACI 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, ACI 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, ACI must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. ACI 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, ACI must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If ACI cannot gain access to the cable termination block, ACI must make a clean cut at the closest point to the cable termination block. At ACI's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. ACI will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
 - 3.1.3 GTE agrees to offer NIDs for lease to ACI but not for sale. ACI may remove GTE identification from any NID which it connects to a ACI loop, but ACI may not place its own identification on such NID.
 - 3.1.4 GTE Loop elements leased by ACI will be required to terminate only on a GTE NID. If the CLEC leasing a GTE loop wants a CLEC NID, they will also be required to lease a GTE NID for the direct loop termination and effect a NID to NID connection.
- 3.2 NID to NID Connection. Rather than connecting its loop directly to GTE's NID, ACI may also elect to install its own NID and effect a NID to NID connection to gain access to the end user's inside wiring.
- 3.2.1 The CLEC that provides its own loop facilities may elect to move all inside wire terminated on a GTE NID to one provided by the CLEC. In this instance, a NID to NID connection will not be required. ACI, or the end user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.

- 3.3 Removal of Cable Pairs. Removal of existing cable pairs required for ACI to terminate service is the responsibility of ACI.
- 3.4 Maintenance. When ACI provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. ACI can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at ACI's option, it can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.

4. Loop Elements.

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

4.2 Categories of Loops. There are six 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 "2-wire digital" loops will support industry standard specifications for digital transmission. Additional provisioning (removal of bridge taps and/or load coils) may be required to conform to these industry standards. Dependent on the method of provisioning the loop, a 2-wire digital loop may be configured to

support service enhancing technologies such as ADSL or ISDN.

4.2.4 "4-wire digital" loops will support industry standard specifications for digital transmission. Additional provisioning (removal of bridge taps and/or load coils) may be required to conform to these industry standards. Dependent on the method of provisioning the loop, a 4-wire digital loop may be configured to support service enhancing technologies such as HDSL or ISDN.

4.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include span line repeaters where required, office terminating repeaters, and DSX cross connects. Prices for DS-1 grade loops are the prices set forth in the appropriate GTE intrastate special access tariff.

4.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.

4.3 Conditioned Loops. ACI may also require that the analog loops ordered above be conditioned in order for them to provide the end-user service. Examples of this type of conditioning are: Type C, Type DA, Improved C, etc. The price for such conditioned loops shall be the applicable charge as provided in the appropriate GTE intrastate special access tariff.

Digital loops ordered above will be provisioned to meet industry standard service levels for generally available digital services, such as ISDN or ADSL, without the requirement for ordering additional conditioning. ACI must indicate on the order, via industry standard ordering codes, the service capability requested.

4.4 Features, Functions, Attributes. To the degree reasonably 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. ACI will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by ACI.
- 4.4.2 All Loop facilities furnished by GTE on the premises of ACI's end users and up to the network interface or functional equivalent are the property of GTE. ACI is responsible for ensuring GTE has access to all such facilities for network management purposes. In the event ACI is unable to provide GTE reasonable access to such facilities, ACI acknowledges that GTE may not be able to meet its service obligations. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.
- 4.4.3 GTE will provide loop transmission characteristics to ACI end users which are equal to those provided to GTE end users.
- 4.4.4 If ACI leases digital loops, pursuant to sections 4.2.3 or 4.2.4 above, GTE will test the loop and provide recorded test results to ACI. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to ACI at time the trouble ticket is closed in the same manner as GTE provides to itself and its end users.
- 4.5 Loop Carrier Technologies. Where GTE utilizes integrated digital loop carrier ("IDLC")¹ technology to provision the Loop element, GTE cannot provide an unbundled loop. Where GTE uses Universal Digital Loop Carrier "UDLC" or analog carrier to provision the loop element, GTE may be able to provide an unbundled loop, however, the capabilities of the loop may be limited. If ACI orders a digital loop to a location that is normally served by either IDLC or UDLC, GTE will use alternative facilities, if available, to provide the requested loop type.

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

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

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

4.5.2 Should equipment be developed that allows xDSL services to be provided over loops that are provisioned in any part by digital loop carrier technology and should GTE's collocation policy allow CLECs to collocate such equipment to provide xDSL services over GTE provided unbundled loops, GTE shall offer such collocation to ACI with respect to both the type of equipment ACI is permitted to collocate and the location of such collocation in compliance with the nondiscrimination requirements of the ACT.

4.6 Unbundled Loop Facility Qualification.

4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled analog voice grade loop, leased from GTE, pursuant to sections 4.2.1 and 4.2.2 above, ACI 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 ACI deployed the proposed service enhancing copper cable technology. If GTE believes that interference would occur, GTE will provide ACI with sufficient information to enable ACI to make an independent determination whether interference would occur. If, after discussion with ACI, GTE determines that there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has existing near term (within 6 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 ACI and ACI shall not be permitted to deploy such service enhancing copper cable technologies. GTE may charge ACI the applicable engineering time and labor costs to perform the qualification.

4.6.2 If ACI orders unbundled digital loops pursuant to sections 4.2.3 and 4.2.4 above and provides the industry standard codes on the order indicating the type of service to be deployed on the loop, no notification is required. As described above in Section 4.6.1, GTE will determine if compatibility issues exist and, if facilities are available, will provide a loop capable of meeting the requested service capabilities.

4.6.3 If ACI fails to notify GTE of its plans to deploy service enhancing copper cable technology over unbundled analog voice grade loops, or fails to properly order an unbundled digital loop, and obtain prior qualification from GTE of the facilities, if ACI'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, ACI will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all incurred expense related to this interference.

4.7 Compatibility. Provided ACI has notified GTE, pursuant to 4.6. preceding or via an order for digital loop services, of the servicing enhancing copper cable technology deployed on an unbundled loop, GTE will not deploy service enhancing technology within the same cable sheath that would be incompatible with ACI's technology.

4.8 Subloops.

4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis (subloop elements). If ACI provides a good faith request to GTE to provide subloop elements at a specific location, GTE will work cooperatively with ACI to determine if subloop elements can be provided at the specified location. If it

is determined that subloop elements can be provided, the Parties will negotiate the terms and conditions for providing subloop elements.

- 4.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and ACI.
- 4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and ACI. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.
- 4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 herein.

5. Port and Local Switching Elements.

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

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

- 5.2.1 "2-wire analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service.
- 5.2.2 "2-wire ISDN digital line" Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

- 5.2.3 "DS-1 digital trunk" Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.
- 5.2.4 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services
- 5.3 Port Prices. Prices for 2-wire analog and DS-1 Ports are listed in Appendix F. 2-wire ISDN line side Ports and 4-wire ISDN trunk side Ports shall be provided at a price agreed to by the Parties.
- 5.4 Local Switching. Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will initially offer those features and functions currently available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not offered, but the switch is capable of providing, may be requested and the Parties will mutually agree upon price, terms and conditions. ACI will be responsible for bearing any costs incurred by GTE in making such feature/function available, including Right-to-Use (RTU) fees. The rates for Local Switching and Vertical Features are listed in Appendix F.
- 5.4.1 ACI must purchase Local Switching with the line-side Port or trunk-side Port, if applicable.
- 5.5 Compliance with Section 2.3. ACI shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of ACI to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.
- 5.6 Shared Transport. "Shared transport" is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated Interoffice transmission facilities are accessible by any end user (GTE end user or CLEC end user when the CLEC has purchased unbundled local switching) and are referred to as "shared transport facilities."

- 5.6.1 Many calls riding shared transport facilities will also be switched by GTE's access tandem. This tandem switching function is included as a rate component of shared transport, as set forth in Appendix D. GTE will provide shared transport from a call originating from an unbundled switch port to the point where the call leaves GTE's network (the IP).
- 5.6.2 When ACI purchases unbundled local switching, ACI is obligated to purchase unbundled shared transport. All of the billing elements associated with shared transport are billed upon call origination, unless the call involves an IXC.
- 5.6.3 The rating of shared transport is based on the duration a voice grade (or DS-0) call on GTE's network. Shared transport is comprised of three billing components: (1) Shared Transport - Facility Miles (usage and distance sensitive); (2) Shared Transport - Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed calls, the parties will use a shared transport composite rate using the tandem switching rate, two (2) terminations, and an assumed facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.
- 5.6.4 GTE is responsible for the sizing of the shared transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of GTE. To ensure that the network is appropriately sized, GTE may request traffic forecasts from ACI if ACI requests unbundled local switching. These forecasts must be provided to GTE on a quarterly basis, with a twelve (12) month outlook.
- 5.6.5 GTE provides shared transport between GTE switching offices (e.g., between GTE end offices, a GTE end office and a GTE tandem switch, between a GTE end office and the IP of a connecting telecommunications company, or between a tandem switch and the IP of a connecting telecommunications

company). However, the transport between a GTE switching office and the ACI switching office must be purchased as dedicated transport and is not provided as shared transport.

6. Dedicated Transport.

- 6.1 Dedicated transport is purchased for the purpose of transporting Telecommunications Services between designated serving wire centers ("SWCs") within the same LATA. Dedicated transport may extend between two GTE SWCs ("Interoffice Dedicated Transport" or "IDT") or may extend from the GTE SWC to the ACI premise ("CLEC Dedicated Transport" or "CDT"). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 6.2 and 6.3 below.
- 6.2 CDT is the dedicated transport facility connecting the GTE SWC to ACI's Customer Designated Location ("CDL"). The CDL will be the designated where the CLEC's physical network begins (the CDL cannot be designated at an end user customer location).
- 6.3 CDT includes the equipment required to terminate the interoffice facility within ACI's CDLs and within the GTE SWC. This element also includes the transport facility between the two locations but extends no farther into GTE's network than the CDL's SWC. DCT has no switching components and is available in bandwidth increments of DS0, DS1, or DS3 at rates outlined in Appendix F.
- 6.4 CDT consists of monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth, but may vary depending on the termination arrangement at the CDL (Office Terminating Repeater vs. SONET terminal, first system vs. additional system, etc.).
- 6.5 IDT is the dedicated transport facility connecting two GTE SWCs and excludes the facilities between the SWC and the CDL. IDT has no switching components and is available in bandwidth increments of DS0, DS1, and DS3 at rates outlined in Appendix F.
- 6.6 The price of IDT varies with the bandwidth and consists of monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility Miles (monthly recurring) and Transport Termination (per end, monthly recurring).
- 7. SS7 Transport and Signaling. SS7 signaling and transport services in support of ACI's local exchange services shall be provided in accordance

with the terms and conditions of Appendix H attached to this Agreement and made a part hereof.

- 7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.
8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
9. Database 800-Type Services. Access to GTE's 800-Type database (*i.e.*, 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
10. Operator Services (OS) and Directory Assistance (DA). GTE will provide OS and DA to ACI in accordance with the terms set forth as follows:
 - 10.1 When OS and/or DA is to be provided for calls that originate from a CLECs own switch, GTE will provide branded or unbranded OS and/or DA pursuant to separate contracts to be negotiated in good faith between the parties after execution and approval of this Agreement by the Commission. (Refer to Article VIII for further details).
 - 10.2 When OS and/or DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and neither branding nor unbranding is requested, the CLECs calls will access GTE's OS and/or DA platform and will be processed in the same manner as GTE calls.
 - 10.3 When OS and/or DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations where Customized Routing is Currently Available. Upon receipt of an order for unbranding or rebranding, GTE will implement within 90 Business Days when technically capable.
 - 10.4 ACI will be billed charges for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in Section 9. In addition, charges specified in Section 9 will apply.
 - 10.5 For those offices that ACI has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own

OS and DA service subject to capability and capacity limitations where Customized Routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of ACI. ACI must negotiate with the third party. In these instances, ACI will need to purchase customized routing to differentiate OS/DA traffic from GTE's.

11. Customized Routing. Where Currently Available and upon receipt of a written Bona Fide request (BFR) from ACI as described in Article VIII, Section 1, GTE agrees to provide customized routing for the following types of calls:

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

- 11.1 GTE will provide ACI a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). ACI will return a list of these switches ranked in priority order. GTE will return to ACI a schedule for customized routing in the switches with existing capabilities and capacity.
- 11.2 In response to the BFR from ACI, GTE will provide ACI with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing.
- 11.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.
- 11.4 When GTE agrees to provide customized routing to ACI, ACI will be required to establish dedicated transport in order to route OS/DA traffic to the designated platform. If unbundled Dedicated Transport is used to route OS/DA traffic to the designated platform, ACI must purchase a trunk side port and establish a collocation arrangement in accordance with Section 2.3 of this Article. The rates for these Unbundled Network Elements will be billed in accordance with Appendix F. If the Dedicated Transport used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or trunk side port is required.

12. Advanced Intelligent Network Access (AIN). GTE will provide ACI access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or ACI's local switch.
13. Nondiscrimination Provision and Support. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests. GTE will provide unbundled network elements in a non-discriminatory manner as required by the Act and shall provide power to such elements on the same basis as GTE provides to itself.
14. Provisioning Intervals. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. Such provisioning intervals shall be provided in a nondiscriminatory manner as required by the Act.
15. Directory Assistance Listing. When ACI orders an unbundled port, a Directory Service Request (DSR) must be submitted to have the listing included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.

ARTICLE VIII
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Request Process.

1.1 Intent. The Bona Fide Request process may be used by ACI to request certain services, features, capabilities or functionality not currently defined in this Agreement.

1.2 Process.

1.2.1 A Bona Fide Request shall be submitted in writing by ACI and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request.

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

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

1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide an explanation as to why GTE elects not to meet ACI's request. GTE will consider relevant portions of previous BFRs, from any carrier, in the evaluation of the BFR in progress to make best efforts to shorten response times and, to the extent possible, avoid duplicate work. If extraordinary circumstances prevail, GTE will inform ACI as soon as it realizes that it cannot meet the ten (10) Business Day response due date. ACI and GTE will then determine a mutually agreeable date for receipt of the request.

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

1.2.6 If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the dispute

resolution procedures described in Article III hereunder may be used by a Party to reach a resolution.

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

router, ACI will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E911 selective routers or primary PSAP.

- 4.2 Transport. If ACI desires to obtain transport from GTE to the GTE 911 selective routers, ACI may purchase such transport from GTE at the rates set forth in Appendix G.
- 4.3 Cooperation and Level of Performance. The Parties agree to provide access to 911 /E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of ACI's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to ACI showing the correlation of its rate centers to its E911 tandems at rates set forth in Appendix G.
- 4.4 Basic 911 and E911 General Requirements:
 - 4.4.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
 - 4.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the Public Safety Answering Point (PSAP) responsible for the caller's location.
 - 4.4.3 All requirements for E911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.
 - 4.4.4 Basic 911 and E911 functions provided to ACI shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
 - 4.4.5 Basic 911 and E911 access from Local Switching shall be provided to ACI in accordance with the following:
 - 4.4.5.1 GTE and ACI shall conform to all state regulations concerning emergency services.
 - 4.4.5.2 For E911, both ACI and GTE shall use their respective service order processes to update access line subscriber data for

transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 4.4.5.5.

4.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE Operator Services or, at ACI's discretion, directly to ACI Operator Services.

4.4.5.4 Basic 911 and E911 access from the ACI local switch shall be provided from GTE to ACI in accordance with the following:

4.4.5.4.1 : If required by ACI and technically feasible, GTE shall interconnect direct trunks from the ACI network to the E911 PSAP, or to the E911 selective routers as designated by ACI. Such trunks may alternatively be provided by ACI.

4.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), ACI shall participate in the provision of the 911 System as follows:

4.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.

4.4.5.4.2.2 ACI and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. ACI and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 4.4.5.5 of this Article.

4.4.5.4.2.3 ACI shall have the right to verify the accuracy of information regarding ACI customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

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

information related to ACI end users. GTE shall work cooperatively with ACI to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.

4.4.5.5.5 ACI shall assign an E911 database coordinator charged with the responsibility of forwarding ACI end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. ACI assumes all responsibility for the accuracy of the data that ACI provides to GTE.

4.4.5.5.6 GTE shall update the database within one (1) business day of receiving the data from ACI. If GTE detects an error in the ACI provided data, the data shall be returned to ACI within one day from when it was provided to GTE. ACI shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.

4.4.5.5.7 GTE agrees to treat all data on ACI subscribers provided under this Agreement as strictly confidential and to use data on ACI subscribers only for the purpose of providing E911 services.

4.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from ACI. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for ACI is "ACI"; the NENA Carrier Code for GTE is "GTE."

4.4.5.6 GTE and ACI will comply with the following requirements for network performance, maintenance and trouble notification.

4.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall

be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.

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

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

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

4.4.5.7 Basic 911 and E911 Additional Requirements

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

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

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

Request ("LSR") or via a separate feed established by ACI pursuant to Section 4.4.5.7 of this Article.

4.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E911 Switch or Tandem and the ALI/DMS database for ACI subscriber shall meet industry standards.

4.5 Compensation. In situations in which GTE is responsible for maintenance of the 911 /E911 database and can be compensated for maintaining ACI's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from ACI only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge ACI a portion of the cost of the shared 911 /E911 selective router as set forth in Appendix G.

5. Information Services Traffic.

5.1 Routing. Each Party shall route traffic for Information Services (*i.e.*, 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

5.2 Billing and Collection and Information Service Provider (ISP) Remuneration.

5.2.1 In the event GTE performs switching of ISP traffic associated with resale or unbundled network elements for ACI, GTE shall provide to ACI GTE's standard call detail records so as to allow ACI to bill its end users. GTE shall not be responsible or liable to ACI or ISP for Billing and Collection and/or any receivables of Information Service Providers.

5.2.2 Notwithstanding and in addition to Article III, Section 24, GTE shall be indemnified and held harmless by ACI from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in Section 5.2.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

5.2.3 GTE agrees to notify ACI in writing within 5 (five) working days, by registered or certified mail to Eric Geis at ACI Corp., 8787 Complex Drive, San Diego, CA 92123 of any claim made against GTE on the obligations indemnified against pursuant to this Section 5.

5.2.4 It is understood and agreed that the indemnity provided for in this Section 5 is to be interpreted and enforced so as to provide

indemnification of liability to GTE to the fullest extent now or hereafter permitted by law.

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

extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to ACI end users consistent with the service GTE provides to its own end users.

8. Directory Assistance Listings Information. GTE will include listings in its directory assistance database for ACI end users in the same geographic area as GTE provides directory assistance for GTE end users as specified in Article VII, Section 15.
 - 8.1 GTE shall provide to ACI, at ACI's request, for purposes of ACI providing ACI-branded directory assistance services to its local customers, within sixty (60) Business Days after an order for such tape is received, all published DA listings for that specific state via magnetic tape. Such listings will be Confidential Information under this Agreement and ACI will use the listings only for its directory assistance services to its end users. If ACI uses a Third Party directory assistance service to its end users, ACI will ensure that such Third Party likewise treats the listings as Confidential Information under this Agreement, and uses them only for such directory assistance. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer. The rate to be paid by ACI to GTE will be reasonable and mutually agreed.
 - 8.2 The Parties will not release DA Listing Information that includes the other Party's end user information to Third Parties without the other Party's written approval. The other Party will inform the Releasing Party if it desires to have the Releasing Party provide the other Party's DA Listing Information to the Third Party, in which case, the Releasing Party shall provide the other Party's DA Listing Information at the same time as the Releasing Party provides the Releasing Party's DA Listing Information to the Third Party. The rate to be paid by the Releasing Party to the other Party shall be no more than the direct costs of compiling such information. The other Party shall be responsible for billing the Third Party.
 - 8.3 The Parties will work together to identify and develop procedures for database error corrections.
9. Directory Listings and Directory Distribution. ACI will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

Listings. ACI agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for ACI's subscribers who wish to be listed in any GTE published directory for

the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

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

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

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

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

ARTICLE IX
COLLOCATION

1. Physical Collocation. GTE shall provide to ACI physical collocation of equipment pursuant to 47 CFR § 51.323 necessary for interconnection or for access to unbundled network elements. GTE will work with ACI to install physical collocation arrangements within 120 calendar days absent extenuating circumstances. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable federal and state EIS tariffs.

If GTE demonstrates that physical collocation is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act, GTE will provide ACI an alternative arrangement as described in section 2 below, subject to the Parties good faith resolution of implementation issues.

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

- 1.1.1 GTE has the right to reasonably reserve space within its central offices for its own use based on future plans. If GTE denies ACI's application for initial or growth collocation space based on reserving space for GTE's future needs, and ACI disagrees with GTE's denial for space, GTE agrees to demonstrate to the Commission proper justification for GTE's reservation of space.
- 1.1.2 GTE will notify ACI if it plans to build an addition to a central office where ACI has collocated facilities, if such addition would result in a material increase of space available for collocation.
- 1.1.3 Should ACI submit to GTE a two-year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with ACI when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by GTE in its sole discretion in light of GTE requirements.
- 1.1.4 Subject to technical feasibility and space limitations, GTE will make available at applicable federal and state EIS tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of ACI traffic.

- 1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled loops and ports shall be provided under the applicable GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.
- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, ACI may interconnect with other carriers collocated at a GTE central office at which ACI has collocated facilities; provided, however, that ACI and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. If ACI wants to interconnect with other carriers collocated at a GTE central office, ACI must provide GTE with thirty Business Days' prior written notice, during which time GTE may elect to provide the facilities necessary to accomplish such interconnection. ACI and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.
- 1.4 Choice of Vendor. ACI may use the vendor of its choice to install, maintain and repair equipment within ACI's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of ACI imposed under the applicable GTE federal and state EIS tariffs, including but not limited to certification and approval by GTE.
- 1.5 Monitoring. Subject to technical feasibility and space limitations, ACI may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. ACI may request that GTE provide the facilities necessary for such remote monitoring, at which time GTE and ACI will negotiate in good faith the price, terms and conditions of remote monitoring by GTE.
- 1.6 Phone Service. Upon ordering collocated space, ACI may order that its collocation cage be provided with plain old telephone service (POTS) and/or ISDN, if available, commencing at such time as GTE has completed construction of the collocated space. ACI shall pay separately for any ordered POTS or ISDN service.
- 1.7 Intraoffice Diversity. At ACI's request, GTE will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.

- 1.8 Notification of Modifications. GTE will notify ACI of modifications to collocation space in accord with the terms of applicable GTE state and federal EIS tariffs. Additionally, GTE shall notify ACI when major upgrades are made to the power plants supporting ACI's collocation space. The following shall constitute such major upgrades:
- (a) replacement of a rectifier;
 - (b) addition or replacement of a new fusing module;
 - (c) addition or replacement of a power distribution unit frame; or
 - (d) addition or replacement of modular rectifiers.
- 1.9 Drawings. When ACI orders collocated space, GTE and ACI will hold a GTE/Customer meeting in accord with applicable GTE state and federal EIS tariffs. At such meeting, GTE will provide such drawings of GTE's central office facility as may be necessary to adequately depict ACI's proposed collocation space.
- 1.10 Construction of Space. GTE, or a GTE approved contractor selected by ACI, will construct ACI's collocation space in accord with the terms and conditions set forth in the applicable GTE state and federal EIS tariff. Additionally, GTE agrees to the following terms and conditions regarding construction of collocated space:
- 1.10.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.
 - 1.10.2 A standard 100 square foot cage shall have the following standard features:
 - (a) eight-foot high, nine gauge chain link panels;
 - (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
 - (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
 - (d) the cage shall be provided with one padlock set, with GTE retaining one master key;
 - (e) one ac electrical outlet;
 - (f) one charger circuit system;

- (g) one electrical sub-panel;
- (h) such additional lighting as may be necessary;
- (l) one fire detection requirement evaluation;
- (j) grounding for the cage consistent with COEI.

- 1.10.3 Modifications to the standard configuration set forth in Section 1.10.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE will work with ACI to implement such additional modifications as may be necessary to ensure that ACI's collocated space is protected from unauthorized access.
- 1.10.4 At such time as construction of ACI's collocation space is approximately 50 percent completed, GTE will give ACI notification, and such notification shall include scheduled completion and turnover dates.
- 1.10.5 Upon completion of construction of collocated space, GTE will conduct a walk through of the collocated space with ACI. Should ACI note any deviations from the plan agreed upon by GTE and ACI at the customer meeting, and if such deviations were not requested by ACI or not required by law, GTE shall correct such deviations at its own expense within 5 Business Days.
- 1.11 Connection Equipment. ACI may provision equipment for the connection of ACI termination equipment to GTE equipment using either of the following methods:
 - 1.11.1 ACI may extend an electrical or optical cable from the terminal within ACI's collocation cage and terminate that cable at GTE's network.
 - 1.11.2 ACI may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to and have GTE terminate that cable at GTE's network.
- 1.12 Access to ACI Collocation Space. The terms and conditions of access to CLEC's collocation space shall be as set forth in applicable GTE state and federal EIS tariffs. ACI shall have access to its collocated equipment on a twenty-four hour, seven-days-a-week basis subject to reasonable security and safety controls. Additionally, GTE agrees that the following terms and conditions shall apply to access:

- 1.12.1 GTE shall implement adequate measures to control access to collocation cages.
 - 1.12.2 Collocation space shall comply with all applicable fire and safety codes.
 - 1.12.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring ACI collocation space provided by GTE shall also be connected to a manned site. ACI may, at its option, provide its own intrusion alarms for its collocated space.
 - 1.12.4 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
 - 1.12.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal EIS tariffs.
 - 1.12.6 GTE shall retain a master key to ACI's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At ACI's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, ACI may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.
 - 1.12.7 Not more frequently than once a year, ACI may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal EIS tariffs. Should ACI identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.
- 1.14 Common Collocation Space. Where sufficient space exists and upon request, GTE will provide for collocation on a shared or common space basis, with each collocater's area defined within the common space. Space for common collocation will be allocated within the same secured space as other forms of physical collocation; ie, caged collocation. Space will be made available in single frame bay increments and requests for multiple bay space

will be provided in adjacent bays where possible. Space will be provided utilizing standard equipment bay configurations in which the collocator can place and maintain its own equipment. Access to the common collocation space will be on the same terms as physical caged collocation in the same wire center. Each collocator shall be responsible for providing any additional security measures to protect its equipment. The rates, terms, and conditions that apply specifically to common collocation are TBD. To the extent not inconsistent with these requirements, the remaining rates, terms, and conditions for physical collocation shall apply to common collocation.

2. Access To Unbundled Elements. In order to provide the capability for ACI to connect its facilities to GTE's unbundled elements at the wire center where the elements are resident, the Parties agree to use the following hierarchy of collocation options and alternatives to collocation:
 - 2.1 If space is available, ACI will use physical (caged) collocation as described in Section 1 above.
 - 2.2 If space is not available for physical collocation, ACI will use common collocation as described in Section 1.14 above, provided that (1) common collocation is either currently available or can be made available within 120 days, and (2) sufficient space is available to meet ACI's reasonable needs.
 - 2.3 If space is not available for physical or common collocation, GTE will work with ACI to provide an alternate arrangement to access unbundled elements. Such arrangements may include, but are not limited to, those described below. GTE's ability to provide any specific arrangement or technology may vary by location. Unless provided by GTE tariff, the technical requirements and the rates, terms, and conditions of each arrangement will be established on an individual case basis.
 - 2.3.1 Virtual Collocation. Virtual collocation is provided pursuant to GTE Tariff.
 - 2.3.2 Connection To An Intermediary Distribution Frame. GTE will provide a dedicated intermediary distribution frame (IDF) or dedicated space on a shared IDF for ACI. ACI will be required to provide copper cable facilities to connect the IDF to ACI's network. ACI will not have access to GTE's building. ACI will hand off the building entrance cable to GTE at the nearest man hole to GTE's building or another mutually agreed upon location. GTE will pull the cable into GTE's building and terminate it on the IDF. GTE will connect the IDF to GTE's main distribution frame (MDF). Standard EIS cross connect charges will apply to connect UNEs to the termination at the MDF.

2.3.3 Connection To The Main Distribution Frame. GTE will provide dedicated copper cable facilities necessary to connect GTE's MDF with ACI's network. GTE and ACI facilities will be connected at a meet point in the nearest man hole to GTE's building or at another mutually agreed upon location. GTE will terminate the cable on the MDF. ACI will not have access to GTE's building or GTE's cable other than at the meet point. Standard EIS cross connect charges will apply to connect UNEs to the termination at the MDF.



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

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

Appendices I and J must be executed separately before any attachment to poles or occupancy of conduit can be made. Unauthorized attachments or use of conduit prior to the execution of Appendices I and/or J will be considered a breach of this contract.

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

GTE FLORIDA INCORPORATED

ACI CORP., d/b/a ACCELERATED CONNECTIONS, INC.

By Connie Nicholas

By Eric H Geis

Name Connie Nicholas

Name Eric H Geis

Title Assistant Vice President
Wholesale Markets-Interconnection

Title Secretary & Treasurer

Date 5/28/99

Date 5/24/99

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

[Signature]

APPENDIX A
SERVICE MATRIX

Date _____

Service Location (identified by tandem serving area)	IP (identified by CLLI code)	Services (identified by _____)
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APPENDIX B
INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT

BETWEEN

GTE _____ INCORPORATED

AMENDMENT NO. _____

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

WHEREAS, Provider is providing to Customer and Customer is purchasing from Provider those Services described in that certain Interconnection, Telecommunications Services and Facilities Agreement for the State of _____ by and between GTE and ACI 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. **Service Locations [if applicable]**

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

Service Location (identified by tandem serving area)	IP (identified by CLLI code)	Services (identified by Service Attachment Number)
--	------------------------------------	--

3.2 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.

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

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.

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.

GTE FLORIDA INCORPORATED

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPENDIX C
 RATES AND CHARGES FOR
 TRANSPORT AND TERMINATION OF TRAFFIC

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

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0054003**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0041595**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000055**.
- D. The Common Transport Terminal element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0000900**.
- E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	\$0.0041595
Tandem Transport (10 mile average): 10 x \$0.0000055	=	\$0.0000550
Transport Termination (2 Terminations): 2 x \$0.0000900	=	\$0.0001800
Transiting Charge:	=	\$0.0043945
- F. Initial Factors:

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

APPENDIX D
RATES AND CHARGES FOR INTERIM NUMBER PORTABILITY USING RCF

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

Service Number Portability

Remote Call Forwarding	\$ 5.10 line/month
Simultaneous Call Capability	\$ 3.10 path/month
Non-recurring for Portability	\$ 41.58

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	\$ 3.51
Residential Rate Per Line Per Month:	\$ 2.77

APPENDIX E
SERVICES AVAILABLE FOR RESALE

General. The rates contained in this Appendix E are based upon an avoided cost discount from GTE's retail rates as provided in Article VI , Section 5.3 of the Agreement to which this Appendix E is attached. The avoided cost discount is based upon GTE's most current available cost studies and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

GTE assesses a separate interim universal service fund surcharge for resale of Basic Local Exchange Residential and Business Services at the avoided cost discount set forth to provide continued universal service support that is implicit in GTE's current retail services prices. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale Basic Local Exchange Residential and Business Services set forth in Appendix E without the interim surcharge, but subject to the following terms and conditions:

- A. ACI agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ACI will (i) begin paying the monthly interim surcharge in accord with Appendix E, and (ii) to the extent required by the terms of a Commission or court order relating to the interim surcharge, ACI will make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.
- B. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring ACI to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

The avoided cost discount for all services, excluding OS/DA, is 13.04%.

Non-Recurring Charges for Resale Services

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

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

Universal Service Fund (USF) Support Surcharge
Residential (per line)
Business (per line)

\$ TBD
\$ TBD

APPENDIX F PRICES FOR UNBUNDLED ELEMENTS

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

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

- A. ACI agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ACI will (i) begin paying the monthly interim surcharge in accord with Appendix F, and (ii) to the extent required by the terms of a Commission or court order relating to the interim surcharge, ACI will make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.
- B. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring ACI to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

Monthly Recurring Charges

Loop Elements

2 Wire Analog Loop (inclusive of NID)	\$ 28.62
4 Wire Analog Loop (inclusive of NID)	\$ 45.13
2 Wire Digital Loop (inclusive of NID)	\$ 28.62
4 Wire Digital Loop (inclusive of NID)	\$ 45.13
DS-1 Loop	\$ 124.40
DS-3 Loop	\$1639.30
Midspan Repeater	\$ 49.85
Type C Conditioning	\$ 6.00
Type C Improved Conditioning	\$ 27.00
Type DA Conditioning	\$ 2.00
Universal Service Support (USF) Surcharge	\$ TBD

Network Interface Device (purchased separately)

Basic NID	\$ 0.78
Complex (12 x) NID	\$ 2.10

Port and Switching Elements (must purchase port)

Basic Analog Line Side Port	\$ 6.94
Coin Line Side Port	\$ 14.09
ISDN BRI Digital Line Side Port	\$ 32.08
DS-1 Digital Trunk Side Port	\$ 206.89
ISDN PRI Digital Trunk Side Port	\$ 302.73
Vertical Features	See Attached
Local Central Office Switching, per MOU	\$0.0054003
Shared Transport	
Transport Termination, per MOU	\$0.0000900
Transport Facility per MOU/mile	\$0.0000055
Tandem Switching, per MOU	\$0.0041595
Universal Service Support (USF) Surcharge	\$ TBD

Transport Elements

CLEC Dedicated Transport	
CDT 2 Wire	\$ 23.00
CDT 4 Wire	\$ 33.00
CDT DS1	\$ 250.00
CDT DS3 (Optical interface)	\$ 937.50
Interoffice Dedicated Transport	
IDT DS0 Transport Facility Per ALM	\$ 0.08
IDT DS0 Transport Termination	\$ 19.90
IDT DS1 Transport Facility Per ALM	\$ 2.26
IDT DS1 Transport Termination	\$ 36.50
IDT DS3 Transport Facility Per ALM	\$ 42.44
IDT DS3 Transport Termination	\$ 305.62
Multiplexing	
DS1 to Voice Multiplexing	\$ 452.79
DS3 to DS1 Multiplexing	\$ 323.48
Ancillary	
DS3 Electrical Interface	\$ 1250.00
Conditioning	
DS1 Clear Channel Capability	\$ 16.00

EIS Cross Connection

DS0 Level Connection	Tariff
DS1 Level Connection	Tariff

Non-Recurring Charges for Unbundled Services

Service Ordering (loop or port)

Initial Service Order, per order	\$ 49.31
Transfer of Service Charges, per order	\$ 21.62
Subsequent Service Order, per order	\$ 25.67
Customer Service Record Research, per request	\$ 11.69

Installation

Unbundled Loop, per loop	\$ 12.21
Unbundled Port, per port	\$ 12.21

Loop Facility Charge, per order

\$ 68.30

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

FLORIDA UNBUNDLED VERTICAL FEATURES

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

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

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

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

**APPENDIX G
RATES AND CHARGES FOR 911/E911 ARRANGEMENTS**

I. The following services are offered by GTE for purchase by ACI for Unbundled Network Elements or Interconnection, where an individual item is not superseded by a tariffed offering.

	<u>NRC</u>	<u>MRC</u>
A. 9-1-1 Selective Router Map	\$125.00	n/a
<p>Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by ACI for its internal use is granted without further fee. Non-tariffed price.</p>		
B. 9-1-1 Selective Router Pro-Rata Fee/trunk	\$0	\$100.77
<p>This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.</p>		
C. PS ALI Software	\$790.80	
<p>A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Version #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.</p>		
D. ALI Gateway Service	\$135.00	\$36.12
<p>Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for ACI to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.</p>		
E. 9-1-1 Interoffice Trunk	Tariff	Tariff
<p>This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		
F. ALI Database	Tariff	Tariff
<p>This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		

	<u>NRC</u> Tariff	<u>MRC</u> Tariff
G. Selective Router Database per Record Charge		
<p>Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		
H. MSAG Copy		
<p>Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.</p>		
a. Copy provided in paper format	\$238.50	\$54.00
b. Copy provided in flat ASCII file on a 3½" diskette	\$276.00	\$36.00
<p>II. The following services are offered by GTE when ACI resells GTE's local exchange services, where an item is not suspended by a tariffed offering:</p>		
A. 911 Selective Router Map	\$125.00	N/A
<p>Provided is a color map showing a selective router's location and the GTE central offices that send their 911 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by ACI for its internal use is granted without further fee. Non-tariffed price.</p>		
B. MSAG Copy		
<p>Production of one copy of a 911 Customer's Master Street Address Guide, postage paid</p>		
1. Copy provided in proper format	\$238.50	\$ 54.00
2. Copy provided in flat ASCII file on a 3-1/2" diskette	\$276.00	\$ 36.00

APPENDIX H
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for resold services, interconnection facilities and services and unbundled network elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide. Before orders can be taken, ACI will provide GTE with its Operating Company Number ("OCN") and Company Code ("CC") as follows:

- (a) ACI must provide their OCN (four-digit alpha-numeric assigned by Bellcore or number administrator) on the CLEC Profile. The GTE Guide provides the necessary information for ACI to contact Bellcore to obtain the OCN. There are no optional fields on the Profile.
- (b) Before the Local Service Request ("LSR") and Directory Service Request ("DSR") order forms can be processed ACI must provide the OCN and Customer Carrier Name Abbreviation ("CCNA").

1.1 Operations Support Systems for Trunk-Side Interconnection

1.1.1 ACI will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by ACI over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to ACI. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.

1.1.2 The use of CAMS to support ACI's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NACC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to ACI. ACI then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR, without penalty or charge (e.g., order modification charge) to ACI. Similarly, errors committed by GTE subsequent to the receipt of a valid ASR from ACI will be

expeditiously identified and corrected by GTE without the need for ACI's submission of a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill ACI for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.

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

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

1.2 Operations Support Systems for Resold Services and Unbundled Elements

1.2.1 ACI will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from

GTE through an electronic interface. To initiate an order for these services or elements, ACI will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. If no NDM interface exists or if ACI chooses to establish a separate NDM interface, ACI must request an NDM facility. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.

- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to ACI or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to ACI must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. ACI will be able to obtain this customer information after GTE has received the customer's written consent as specified in Article VI.?. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ALEC data. If known, the LSR should include the telephone number and due date/desired due date.
- 1.2.3 While ACI would have its own customer information and may have the SAG/GTE products on tape from GTE, ACI would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to ACI. GTE itself does not have uniform access to this information electronically. Until GTE and ACI have agreed and established electronic interfaces, ACI agrees that an 800 number is the method that will be used. The 800 telephone number will connect ACI directly to GTE's NOMC service representatives. When ACI receives a request for basic services from a new local service customer, ACI will call GTE's NOMC through the 800 number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, ACI will give GTE the new customer's name, service address and type of requested service (i.e., R1, B1). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until ACI sends the

confirming LSR. ACI will then return to its customer holding on the line and provide the due date and new telephone number.

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

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

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

1.2.16 Charges and credits for PIC changes ordered via an LSR will appear on the wholesale bill. As ACI places a request for a PIC change via LSR, the billing will be made on ACI account associated with each individual end user. GTE will process all PIC changes from IXCs that are received for ACI end users by rejecting back to the IXC with the ACI OCN. Detail is provided so that ACI can identify the specific charges for rebilling to their end user.

1.2.17 CMDS. The parties will provide for the distribution of intraLATA CMDS incollect messages and/or selected local measured service messages as follows:

1.2.17.1 Messages to be Screened. GTE receives CMDS I transmissions containing intraLATA incollect messages from the state RBOC CMDS host each business day. Per ACI's request, GTE will screen the incollects by NPA and line number and accumulate the Collect, Third Number Billed and Credit Card (collectively called incollects) messages in a data file. The screening will be for end users who have chosen ACI as their local service provider through a Resale or Unbundled Network arrangement. The screened incollect messages and any Local Measured Service (LMS) usage will be accumulated and forwarded to ACI. The Parties will mutually agree on the frequency of the data exchange and the method of transmission (i.e., magnetic tape or direct electronic transmission). GTE will forward the screened messages in the industry standard EMR format. GTE intraLATA toll messages that are recorded by GTE and dialed on a one plus or zero plus basis are not part of this section and will not be screened.

1.2.17.2 Compensation. GTE will bill ACI monthly for all services related to the screening, accumulating, processing and transmitting of incollect messages and LMS usage, if applicable, at a reasonable and mutually agreeable charge. In addition, any message processing fee associated with ACI's incollect messages that are charged to

GTE by the CMDS Host will be passed on to ACI on the monthly statement. All revenue, surcharges, taxes and any other amounts due to the CMDS Host for ACI's incollect messages will be billed on the monthly statement. It is ACI's responsibility to bill and collect all incollect and LMS amounts due from its end users. The incollect and LMS revenue amounts that are listed on the monthly invoice are payable to GTE in total. The Parties agree that the arrangement for invoicing the incollect and LMS revenue amounts due GTE is not a settlement process with ACI.

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

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

1.3 Order Processing.

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

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

Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.

- 1.3.3 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.
- 1.3.4 GTE will provide current GTE customer proprietary network information (name, address, telephone number and description of services provided by GTE including PIC and white page directory listing information) as provided in Article VI, Section ?. The return of customer information will be via facsimile or via electronic transmission.
- 1.3.5 Transfer Between Local Service Providers - GTE will provide a displacement/out service report to a Local Service Provider (LSP) whenever an end user leaves that LSP and procures service from another LSP. When a ACI end user changes to another LSP, GTE will notify ACI when such activity occurs the day after completion or within 48 hours of such disconnect.

2. Maintenance Systems.

2.1 General Overview

- 2.1.1 If ACI requires maintenance for its local service customers, ACI will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is a ACI customer and will then obtain the necessary information from ACI to process the trouble report. While the ACI representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while ACI representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide ACI representatives a commitment time for repair, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. ACI's repair service commitment times will be within the same intervals as GTE provides to its own end users. Maintenance and repair of GTE facilities is the responsibility of GTE and will be performed at no incremental charge to ACI. If, as a result of a ACI-

initiated trouble report, trouble is found to be the responsibility of ACI (e.g., non-network cause) GTE will charge ACI for trouble isolation. ACI will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. ACI will be assigned a customer contact center when initial service agreements are made.

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

2.2 Network Management Controls.

2.2.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.

2.2.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.

2.2.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

3. Electronic Interface. The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards.

3.1 ACI shall have immediate access to the following OSS electronic interfaces that will provide functionality to enable ACI to service customers in an equal and non-discriminatory manner:

3.1.1 Pre-Order functions, e.g., TN Assignment, DD Reservation, Address Validation, Product Availability, that are available on a dial-up or dedicated basis using the Secure Integrated Gateway System (SIGS).

3.1.2 Order functions that are available on a dial-up or dedicated basis using CONNECT: Mail file transfer.

3.1.3 Initial trouble reports via SIGS.

3.1.4 Electronic transfer of the ACI bill in electronic data 811 format.

3.2 ACI may migrate to fully interactive system to system interconnectivity. GTE, with input from ACI and other carriers, shall provide general interface specifications for electronic access to this functionality. These specifications will be provided to enable ACI to design system interface capabilities. Development will be in accordance with applicable national standards

committee guidelines. Such interfaces will be available as expeditiously as possible.

- 3.3 All costs and expenses for any new or modified electronic interfaces exclusively to meet ACI requirements that GTE determines are technically feasible and GTE agrees to develop will be paid by ACI. Costs for development of systems intended for common use by competing carriers will be assessed based on a mutually agreed method of cost recovery.
- 3.4 ACI shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in this Appendix.
4. GTE Initiated Electronic System Redesigns. GTE will not charge ACI when GTE initiates its own electronic system redesigns/reconfigurations.

APPENDIX I
SS7 SERVICES

**ARTICLE 1.
DEFINITIONS**

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

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

ARTICLE 2.
SERVICE DESCRIPTION

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

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

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

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

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

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

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

**ARTICLE 3.
MANNER OF PROVISIONING**

- 3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:
- (a) "A" Link sets from ACI's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,
 - (b) "B" Link sets from ACI's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.
- 3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.
- 3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.
- 3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) -Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between ACI and GTE.
- 3.5 56 kbps Channel. Unless ACI elects to provide such links, GTE shall provide two (2) or four (4) 56 kbps circuits as link facilities at rates set forth in Article 4 herein. If approved by GTE, ACI may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. **WHEN THIS OPTION IS CHOSEN, ACI UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT GR-905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, ACI must order DS1 (1.544 Mbps) service.
- 3.6 (Intentionally left blank.)
- 3.7 Diversity. Where technically feasible and not unreasonably economically burdensome, GTE agrees to allow interoffice and intraoffice diversity.

**ARTICLE 4.
RATES AND CHARGES**

- 4.1 Payment. ACI agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A attached to this Appendix and made a part hereof.
- 4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Appendix. Thereafter, GTE shall give ACI sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to ACI, ACI may terminate this Appendix upon thirty (30) calendar days' advance written notice without penalties for either Party.
- 4.3 Rate Basis. The rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Appendix. If the Service becomes tariffed, ACI has the right to terminate this Appendix upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.
- 4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.
- 4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:
- (a) "A" Link connection - Charges for the "A" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.
 - (1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from ACI's SSP or SP.
 - (2) ACI will lease facilities between its SSPs/SPs and GTE's STPs.
 - (b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

- (1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from ACI's STPs.
 - (2) ACI and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.
- (c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.
- 4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.
- 4.7 Applicable Traffic. The rates apply only to the traffic of ACI and its subtending LECs. Any traffic from any other party will be subject to additional charges.

ARTICLE 5. ORDERING THE SERVICE

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

ARTICLE 6. RESPONSIBILITIES OF GTE

- 6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or ACI facilities due to natural disasters, mass calling or national security demands.

- 6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore GR-905 except as otherwise provided herein.
- 6.3 Invoice. GTE shall include with the monthly invoice such data GTE and ACI mutually agree is necessary for ACI to verify the accuracy of the billing it receives from GTE for the Service.

ARTICLE 7. RESPONSIBILITIES OF ACI

- 7.1 Signaling Link. ACI shall provision the signaling links from its premises to the SPOs in a manner technically compatible to the GTE network.
- 7.2 Privacy Indicator. ACI shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.
- 7.3 Accuracy of Information. ACI shall verify the accuracy of information provided by ACI concerning the Service ordered by ACI.
- 7.4 Forecast. ACI shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.
- 7.5 Changes. ACI agrees to inform GTE in writing at least thirty (30) Business Days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. ACI will provide the reason for the change in volume by individual SS7 service.

ARTICLE 8. SIGNALING POINT CODES

- 8.1 Interconnection. ACI will utilize its own SPC when interconnecting its SPs or SSPs to GTE's STPs at the "A" Link level as well as when interconnecting its STP to GTE's STPs at the "B" Link level. ACI agrees to obtain its own SPC.
- 8.2 SPC. ACI shall be responsible for code assignments and shall be responsible for notifying GTE and other CCS/SS7 network providers of such assignments.

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

ARTICLE 9. MONTHLY BILLING

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

ARTICLE 10. LIABILITY AND INDEMNIFICATION

- 10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.
- 10.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH AT SECTION 24.4 OF ARTICLE III OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- 10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by

third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, ACI shall defend GTE against all end users' claims just as if ACI had provided such service to its end users with its own employees. In any event, ACI shall assert its tariff limitation of liability for the benefit of both GTE and ACI.

- 10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision the Service.
- 10.5 No Warranties. IN ADDITION TO THE DISCLAIMER SET FORTH AT SECTION 24.3 OF ARTICLE III OF THE AGREEMENT, NEITHER GTE NOR ACI MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY Third Party CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS APPENDIX, THAT THE SERVICES PROVIDED UNDER THIS APPENDIX WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND ACI DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

ARTICLE 11. RESERVATION OF RIGHTS

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

EXHIBIT A
RATES AND CHARGES

Rates and charges for SS7 interconnection are provided in GTE's tariff GTOC FCC No. 1.

APPENDIX J
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ ("GTE"), and _____, a corporation of the State of _____, having its principal office at _____ ("Licensee").

2. Definitions.

- 2.1 "GTE's poles" or "GTE pole(s)" means a pole or poles solely owned by GTE, jointly owned by GTE and another entity, and space on poles obtained by GTE through arrangements with the owner(s) thereof.
- 2.2 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Attachments" means the equipment reasonably required by Licensee to provide its Telecommunications Services or Cable Television Services that is placed on GTE's poles.
- 2.5 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee's Attachments on a pole.
- 2.6 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or

hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.7 "Attachment Fee" means the fee assessed per pole and paid by Licensee to place Attachments on GTE's poles.

3. Purpose.

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

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

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space on specified GTE poles Licensee's Attachments on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE's poles. GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all GTE poles. Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services with the Attachments covered by this Agreement.

5. Term.

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

6. Pole Attachment Requests (PARs).

- 6.1 Licensee shall submit a written Pole Attachment Request ("PAR") to GTE identifying the GTE poles upon which it desires to place Attachments. Each PAR shall be in a form specified by GTE and may be revised from time to time by GTE. All PARs submitted to GTE shall be processed on a first come, first served basis. GTE, in its sole judgment, will determine the availability of space on the GTE pole(s) specified in the PAR and will provide its response to the PAR within thirty (30) Business Days of its submission. Upon approval of the PAR, GTE shall return one copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All Attachments placed on GTE's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs for approval by GTE as needed. GTE is under no obligation to provide general information respecting the location and availability of GTE poles, except as may be necessary to process a PAR. No Attachment shall be placed on any GTE pole identified in a PAR until that PAR has been approved by GTE.
- 6.2 Licensee shall pay GTE a fee for processing a PAR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE poles included in the PAR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this License, to place and maintain the facilities described in the PAR in the space designated on the GTE poles identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Attachments, GTE shall notify Licensee of such fact and provide Licensee with a good faith estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its PAR.
- 6.5 GTE shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other party with attachments on GTE's poles to rearrange or modify its attachments as may be required to accommodate Licensee's Facilities.

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

7. Availability of Information Regarding Space on Poles.

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

8. Authority to Place Attachments.

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

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

8.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to attach to GTE's poles shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail

to remove its Attachments within one hundred twenty (120) days of receiving notice to do so from GTE, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand.

- 8.4 Upon notice from GTE to Licensee that the cessation of the use of any one or more of GTE's poles is necessary for reasons of safety or has been directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments. Should Licensee fail to remove its Attachments within the time frame provided by the requesting or directing party or one hundred twenty (120) days of receiving notice to do so from GTE, whichever is less, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand by GTE.

9. Placement of Attachments.

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

- 9.2 Licensee's Facilities shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

10. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR, Licensee shall have sixty (60) days from the date the PAR is approved to begin the placement of its Attachments on the GTE poles covered by the PAR. If Licensee has not

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

11. Attachment Fees.

- 11.1 Licensee shall pay to GTE an Attachment Fee, as specified in Exhibit ___ hereto, for each GTE pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by GTE from time to time as permitted by law upon sixty (60) days written notice to Licensee.
- 11.2 Attachments Fees shall become due and payable on the date a PAR is approved by GTE for all GTE poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.
- 11.3 GTE shall maintain an inventory of the total number of GTE poles occupied by Licensee based upon the cumulative number of poles specified in all PARs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Attachments under this Section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Attachments from GTE's poles. Except as provided in Section 18 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by GTE and may be revised from time to time at GTE's sole discretion. Licensee shall remain liable for Attachment Fees until Licensee's Attachments have been physically removed from GTE's poles.

12. Modifications, Additions or Replacements to Existing Attachments.

- 12.1 Licensee shall not modify, add to or replace Facilities on any pre-existing Attachment without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than

the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.

- 12.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Attachments.
- 12.3 Access to GTE's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by Section 22 of this Agreement.
- 12.4 Should Licensee request GTE to expand capacity or purchase additional plant, Licensee agrees to pay all costs.

13. Rearrangements to Accommodate Other Licensees.

Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

14. Unauthorized Attachments.

- 14.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Attachment(s), a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by Licensee to GTE for each unauthorized Attachment to a GTE pole. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the GTE pole. In the event that the date the unauthorized Attachment was first placed on a GTE pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange any unauthorized Attachment(s) of Licensee if such rearrangement is required to safeguard

GTE's Attachment(s) or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection 14.1 shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by GTE.

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

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

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

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

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

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

15. Surveys and Inspections of Pole Attachments.

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

15.2 Apart from surveys conducted in accordance with this section, GTE shall have the right to inspect any Attachment of Licensee on GTE's poles as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by GTE, reimburse GTE all costs incurred to conduct its

inspection. No joint survey or inspection, or lack thereof, by GTE shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

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

16.1 In the event GTE plans to modify or alter any GTE pole(s) upon which Licensee has Attachments, GTE shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on the GTE poles to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make such poles accessible to Licensee.

16.2 In the event GTE is required by a federal, state, or local authority to move, replace or change the location of any GTE pole(s), Licensee shall concurrently relocate Licensee's Attachments. GTE and each Licensee required to relocate its Attachments shall bear its own costs for such relocation.

17. Disclaimer of Warranties.

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

18. Default and Remedies.

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

18.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) days after written notice thereof to Licensee;

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

- 18.1.3 The filing of any tax or mechanic's lien against GTE's poles which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
 - 18.1.4 Licensee's voluntary or involuntary bankruptcy;
 - 18.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 18.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Attachments is denied or revoked.
- 18.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 18.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;
 - 18.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 18.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 18.3 Any costs and expenses incurred by GTE (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid to GTE by Licensee upon demand.
- 18.4 Upon termination of this Agreement by GTE because of a material default by Licensee, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Pole Attachment fees.

18.5 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

19. Indemnification.

19.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).

19.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the gross negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee further indemnifies GTE from subsequent taxes and fees that may be levied by municipalities ROWs in association with these agreements. Such fees that are levied would be in addition to the attachment/occupancy fees reflected in this Agreement. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

19.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on GTE's poles and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the gross negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.

19.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the gross negligence or willful

misconduct on the part of GTE or GTE's agents, officers, employees and assigns.

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

20. Insurance.

- 20.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 19 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 20.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of

premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.

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

21. Taxes.

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

22. Emergency Restoration Procedures.

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

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

22.1.1 Service Disruptions/Outages

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

22.1.2 Service Affecting Emergencies

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

22.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Attachments, or any action or failure to act by GTE, under this Section 22 shall not constitute a basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

23. Damage Suspected to Licensee's Facilities Only.

23.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify GTE of said damage at a number to be provided later by GTE. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Attachments.

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

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

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

24. Abandonment.

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

25. Notices.

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

To Licensee:

To GTE:

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

26. Non-Waiver of Terms and Conditions.

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

27. Dispute Resolution.

27.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

27.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for

purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

27.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where GTE's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

27.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

28. Compliance With Laws.

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

29. Force Majeure.

Neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw

materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

30. Assignment.

30.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.

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

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

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

31. Applicable Law.

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

32. Subsequent Law.

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

33. Headings.

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

34. Entire Agreement.

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

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

For GTE:
Licensee:

For

GTE

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

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

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT ____
ATTACHMENT FEES

APPENDIX K
CONDUIT OCCUPANCY AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ ("GTE"), and _____, a corporation of the State of _____, having its principal office at _____ ("Licensee").

2. Definitions.

- 2.1 "GTE's conduit(s)" or "GTE conduit(s)" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.
- 2.2 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Conduit" or "Duct" means a single enclosed raceway used to house Innerduct.
- 2.5 "Innerduct," unless otherwise specified or approved by GTE, shall mean a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing communications facilities.
- 2.6 "Facilities" means all facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.
- 2.7 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee's Facilities in a conduit.
- 2.8 "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.

- 2.9 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.10 "Occupancy Fee" means the fee paid by Licensee to GTE per linear foot for each innerduct occupied by Licensee's Facilities in GTE's Conduit(s).

3. Purpose.

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

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space in specified GTE conduits Licensee's Facilities on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE's conduit(s). GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place and maintain facilities in or otherwise use any or all of GTE's conduit(s). Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Service with Licensee's Facilities covered by this Agreement.

5. Term.

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

termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.

6. Conduit Occupancy Requests.

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

ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its COR.

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

7. Availability of Conduit Maps.

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

8. Availability of Information Regarding Space In Conduits.

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

9. Authority to Place Licensee's Facilities.

9.1 Before Licensee places any of Licensee's Facilities in GTE's conduit(s) pursuant to an approved COR, Licensee, upon request, shall submit sufficient evidence to GTE of its authority to maintain the Facilities to be placed in GTE's conduit(s) within the public streets, highways and other

thoroughfares or on private property. Licensee shall be solely responsible for obtaining all licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place and maintain Licensee's Facilities in GTE's conduit(s).

9.2 GTE shall not attempt to prevent or delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from any federal, state or municipal authorities, or private property owners that may be required by Licensee to place Licensee's Facilities in GTE's conduit(s).

9.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to occupy GTE's conduit(s) shall terminate immediately and Licensee shall promptly remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand.

9.4 Upon notice from GTE to Licensee that the cessation of the use of any portion of GTE's conduit(s) has been ordered or directed by any federal, state or municipal authority, or private property owner, Licensee's permission to occupy such GTE conduit(s) shall terminate immediately and Licensee promptly shall remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand by GTE.

10. Placement of Licensee's Facilities.

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

Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits ___ through ___ hereto, as may be revised from time to time by GTE.

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

11. Failure of Licensee to Occupy Conduit Space.

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

12. Occupancy Fees.

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

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

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

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

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

13.1 Licensee shall not modify, add to or replace Licensee's Facilities in any GTE conduit(s) without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the GTE conduit(s) involved.

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

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

14. Unauthorized Occupancy of GTE Conduit.

14.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Licensee to GTE for each unauthorized occupancy of GTE's conduit(s) by Licensee. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in

accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to safeguard GTE's facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee. The Occupancy Fee referenced in this subsection 14.1 shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by GTE.

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

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

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

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

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

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

15. Modification or Alteration GTE Conduits.

15.1 In the event GTE plans to modify or alter any GTE conduit(s) that house Licensee's Facilities, GTE shall provide Licensee notice of the proposed modification or alteration at least fourteen (14) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Facilities in the GTE conduit(s) to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make the GTE conduit(s) accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the

amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

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

16. Disclaimer of Warranties.

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

17. Default and Remedies.

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

- 17.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of five (5) days after written notice thereof to Licensee;
- 17.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
- 17.1.3 The filing of any tax or mechanic's lien against any GTE conduit(s) which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
- 17.1.4 Licensee's voluntary or involuntary bankruptcy;
- 17.1.5 Licensee's knowing use or maintenance of Licensee's Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking;

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

without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).

- 18.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities), except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee further indemnifies GTE from subsequent taxes and fees that may be levied by municipalities ROWs in association with these agreements. Such fees that are levied would be in addition to the attachment/occupancy fees reflected in this Agreement. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 18.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any of Licensee's Facilities placed in any GTE conduit(s) and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 18.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 18.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts

or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.

18.6 In no event shall GTE be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

18.7 Licensee shall indemnify, protect and hold harmless GTE from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment in GTE's Ducts pursuant to this Agreement.

19. Insurance.

19.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 18 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.

19.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be cancelled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.

19.3 Licensee shall promptly advise GTE in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.

19.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any

sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

20. Taxes.

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

21. Emergency Restoration Procedures.

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

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

21.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.

- (b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

21.1.2 Service Affecting Emergencies

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

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

22. Damage Suspected to Licensee's Facilities Only.

- 22.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify GTE of said damage at [---TELEPHONE NUMBER---]. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Facilities.
- 22.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.
- 22.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in

connection with Licensee's Facilities, subject to the provisions of this Agreement.

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

23. Access to GTE's Manholes/Handholes.

23.1 GTE will allow Licensee to audit manholes/handholes that are included in any COR submitted to GTE to confirm usability. Licensee shall give GTE at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. GTE shall have the right to have a GTE employee or agent present when its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's activities in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect.

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

24. Abandonment.

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

25. Notices.

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

To Licensee:

To GTE:

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

26. Non-Waiver of Terms and Conditions.

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

27. Dispute Resolution.

27.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to

comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

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

28. Compliance With Laws.

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

29. Force Majeure.

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

30. Assignment.

30.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.

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

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

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

31. Applicable Law.

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

32. Subsequent Law.

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

33. Headings.

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

34. Entire Agreement.

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

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

For GTE:
Licensee:

For

GTE

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

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

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT ____
OCCUPANCY FEES

APPENDIX L
COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED
ELEMENTS

1. This Appendix describes the compensation terms that apply for exchanging local, intraLATA, toll and interexchange traffic when ACI uses GTE-provided unbundled ports, local switching and shared transport to provide service to ACI's end users. Reciprocal compensation does not apply in a resale environment.
2. Compensation for ACI's Purchase of GTE's unbundled local switching.
 - A. For local intra-switch calls between lines connected to GTE's switch where ACI has purchased GTE's unbundled local switching, the Parties agree to impose no call termination charges on each other. GTE's local switching charge will apply as described below where the call is:
 1. Originated by ACI's customer using GTE's unbundled local switching and completed to a GTE customer:
 - a. (For use of the local switch): local switching charge the originating office will apply to ACI.
 2. Originated by ACI's customer using GTE's unbundled local switching and completed to the customer of a third party LEC (not affiliated with ACI) using GTE'S unbundled local switching.
 - a. (For use of the local switch): local switching charge at the originating office will apply to ACI.
 3. Originated by ACI's customer using GTE's unbundled local switching and completed to another ACI's customer using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the originating office will apply to ACI.
 4. Originated by a GTE customer and terminated to ACI's customer using GTE's unbundled local switching.
 - a. No local switching charge will apply to ACI.
 5. Originated by the customer of a third-party LEC (not affiliated with ACI) using GTE's unbundled local switching and

terminated to ACI's customers using GTE's unbundled local switching.

a. No local switching charge will apply to ACI.

B. For local inter-switch calls where *CLEC has purchased GTE's unbundled local switching. GTE's charges will apply to CLEC as described below where the call is:

1. Originated from ACI's end user customer using GTE's unbundled local switching and completed to a GTE customer:
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. A mileage-based transport charge will apply when ACI uses GTE's transport.
 - c. Tandem Switching, if applicable.
 - d. (For call termination): Charges for local interconnection/call termination, when applicable
2. Originated from ACI's customer using GTE's unbundled local switching and completed to a third-party LEC (not affiliated with ACI) customer using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. A mileage-based transport charge will apply when ACI uses GTE's transport.
 - c. Tandem Switching, if applicable.
3. Originated from ACI's customer using GTE's unbundled local switching and completed to the interconnected network of a third-party LEC (not affiliated with ACI).
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. A mileage-based transport charge will apply when ACI uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.

- c. Tandem Switching, if applicable.
 - 4. Originated from ACI's customer using GTE's unbundled local switching and completed to ACI's customer using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. A mileage-based transport charge will apply when ACI uses GTE's transport.
 - c. Tandem Switching, if applicable.
 - d. (For use of the local switch): Local switching charge at the terminating office.
 - 5. Originated by a GTE customer and terminated to ACI's customer using GTE's unbundled local switching.
 - a. (For use at local switch): local switching charge at the terminating office.
 - b. (For call termination): ACI shall charge GTE for local interconnection/call termination, when applicable.
 - 6. Originated by a customer of a third-party LEC using GTE's unbundled local switching and terminated to ACI's customer using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the terminating office.
 - 7. Originated by a customer of the interconnected network of a third-party LEC and terminated to ACI's customers using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the terminating office.
- C. For intraLATA toll calls where ACI has purchased GTE's unbundled local switching, charges shall apply as follows:
 - 1. Originated by ACI's customer and completed to a GTE customer:

- a. (For use of the local switch): local switching charge at the originating office.
 - b. Shared transport charge between the two offices will apply when ACI uses GTE's transport.
 - c. Tandem Switching, if applicable.
 - d. (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
2. Originated by ACI's customer and completed to the customer of a third-party LEC using GTE's unbundled local switching in a distant end office.
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. Shared transport charge between the two offices will apply when ACI uses GTE's transport.
 - c. Tandem Switching, if applicable.
3. Originated by ACI's customer and completed to the network of a third-party LEC interconnected with GTE's network.
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. Common transport charge will apply when ACI uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - c. Tandem Switching, where applicable.
4. Originated by ACI's customer and completed by another of ACI's customers being served through GTE's unbundled local switching in a distant office.
 - a. (For use of the local switch): local switching charge at the originating office.
 - b. Shared transport charge between the two offices will apply when ACI uses GTE's transport.
 - c. Tandem Switching, if applicable.

- d. (For use of the local switch): local switching charge at the terminating office.
 - 5. Originated by a GTE customer and terminated to ACI's customer using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the terminating office.
 - b. (For call termination): ACI will charge GTE local switching at the terminating office.
 - 6. Originated by a customer of a third-party LEC (not affiliated with ACI) using GTE's unbundled local switching in a distant end office and terminated to ACI's customers using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the terminating office.
 - 7. Originated by a customer of the network of a third-party LEC interconnected with GTE's network and terminated to ACI's customers using GTE's unbundled local switching.
 - a. (For use of the local switch): local switching charge at the terminating office.
- D. For intrastate Switched Access calls where ACI is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:
- 1. For calls originated from ACI's customer to an IXC switch for completion.
 - a. (For use of the local switch): local switching charge at the office.
 - b. Shared Transport;
 - c. Tandem Switching
 - 2. For calls terminating to ACI's end user customer from an IXC switch for completion.
 - a. (For use of the local switch): local switching charge at the terminating office.

- b. Shared Transport;
- c. Tandem Switching

E. For interstate Switched Access calls where ACI is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:

1. For calls originated from ACI's customer to an IXC switch for completion.

a. (For use of the local switch): local switching charge at the originating office.

b. Shared Transport;

c. Tandem Switching

2. For calls terminating to ACI's customer from an IXC switch for completion:

a. (For use of the local switch): local switching charge at the terminating office.

b. Shared Transport;

c. Tandem Switching

3. Unbundled local switching will be billed on a per minute of use basis and applied to all originating and interswitch terminating traffic, including, but not limited to local, toll, operator services, directory assistance, 911/E911, 500, 700, 800/888, 900, 950, 976, busy calls, no answer, incomplete. Where non-conversation time cannot be measured, the parties will mutually agree on the appropriate measure and charge. Where measurement of terminating local switching minutes is not available, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes.

APPENDIX 46A
MCI TERMS - FLORIDA

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

1. Unbundled local loops. The following rates in Attachment 1 to Appendix C of the MCI Agreement will apply instead of the rates in Appendix F of this Agreement:

2 Wire Analog Loop	\$ 20.00
2 Wire Digital Loop	\$ 20.00
4 Wire Analog Loop	\$ 25.00
4 Wire Digital Loop	\$ 25.00

2. Unbundled port and local switching. The following rates in Attachment 1 to Appendix C to of the MCI Agreement will apply instead of the rates in Appendix F of this Agreement:

Basic Analog Line Side Port	\$ 4.75
DS-1 Digital Trunk Side Port	\$ 72.25
Local Central Office Switching	
Originating	\$ 0.004
Terminating	\$ 0.00375
Shared Transport Tandem Switching	\$ 0.0009512

3. Unbundled dedicated transport. The following rates in Attachment 1 to Appendix C to of the MCI Agreement will apply instead of the rates in Appendix F of this Agreement:

CLEC Dedicated Transport	
CDT DS1	\$ 135.00
Interoffice Dedicated Transport	
IDT DSO Transport Facility, per ALM	\$ 2.60
IDT DSO Transport Termination	Not Applicable
IDT DS1 Transport Facility, per ALM	\$ 0.50
IDT DS1 Transport Termination	\$ 30.00
IDT DS3 Transport Facility, per ALM	\$ 13.00
IDT DS3 Transport Termination	\$ 285.00
Multiplexing	
DS1 to voice multiplexing	\$ 205.00
DS3 to DS1 multiplexing	\$ 305.00

4. Non-Recurring Charges

Loop Facility Charge, per order

\$ 62.50

APPENDIX 46B
GTE TERMS

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

<u>Issue Description</u>	<u>GTE Agreement Reference</u>
1. The rates for unbundled local loops.	The rates in Appendix F of this Agreement will apply.
2. The rates for unbundled ports and local switching.	The rates in Appendix F of this Agreement will apply.
3. The rates for unbundled dedicated transport.	The rates in Appendix F of this Agreement will apply.