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April 11, 2000

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

Re: Docket No. *000434 -TP*
Petition for Approval of Interconnection Agreement

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of Interconnection Agreement with Progress Telecommunications Corporation. The agreement consists of a total of 61 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,

Kimberly Kimberly Caswell

KC:tas
Enclosures

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Interconnection)
Agreement between GTE Florida Incorporated)
and Progress Telecommunications Corporation)
_____)

Docket No. 600434-JP
Filed: April 11, 2000

**PETITION OF GTE FLORIDA INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH
PROGRESS TELECOMMUNICATIONS CORPORATION**

GTE Florida Incorporated (GTE) files this petition before the Florida Public Service Commission seeking approval of an interconnection agreement which GTE has entered with Progress Telecommunications Corporation (Progress). In support of this petition, GTE 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. To GTE's knowledge, Progress has not yet been certified by the Commission in the State of Florida. Although GTE has entered into this agreement with Progress despite its lack of certification, GTE does not intend to provide services under this agreement until it is provided with sufficient proof that such a certificate has been obtained.

3. 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,

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convenience and necessity.

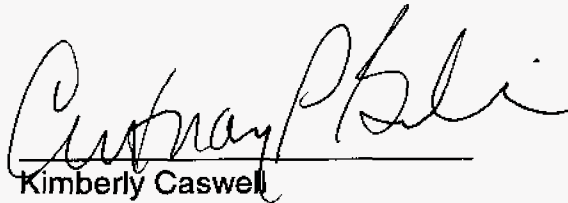
4. The agreement with Progress (attached hereto as Attachment A) does not discriminate against other similarly situated carriers and is also consistent with the public interest, convenience and necessity. As such, GTE seeks approval of the agreement from the Commission, subject to Progress obtaining a certificate, as required under the federal statutory provisions noted above.

WHEREFORE, GTE respectfully requests that the Commission approve the attached interconnection agreement entered with Progress once Progress has been certified in the State of Florida and that GTE be granted all other relief proper under the circumstances.

Respectfully submitted on April 11, 2000.

By:

or



Kimberly Caswell
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Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for GTE Florida Incorporated

INTERCONNECTION AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

PROGRESS TELECOMMUNICATIONS CORPORATION

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TABLE OF CONTENTS

ARTICLE I: SCOPE AND INTENT OF AGREEMENT I-1

ARTICLE II: DEFINITIONS II-1

1. **General Definitions** II-1

1.1 **Access Service Request (ASR)** II-1

1.2 **Act** II-1

1.3 **Affiliate** II-1

1.4 **Applicable Law** II-1

1.5 **Basic Local Exchange Service** II-1

1.6 **Bona Fide Request (BFR)** II-1

1.7 **Business Day** II-1

1.8 **Central Office Switch** II-1

1.9 **Commission** II-2

1.10 **Common Channel Signaling (CCS)** II-2

1.11 **Competitive Local Exchange Carrier (CLEC)** II-2

1.12 **Compliance** II-2

1.13 **Currently Available** II-2

1.14 **Customer** II-2

1.15 **DS-1** II-2

1.16 **Enhanced Service Provider (ESP) /Internet Service Provider (ISP) Traffic** .. II-2

1.17 **Exchange Service** II-2

1.18 **Expanded Interconnection Service (EIS)** II-2

1.19 **Facility** II-3

1.20 **FCC** II-3

1.21 **Generator** II-3

1.22 **GTE Guide** II-3

1.23 **GTOC** II-3

1.24 **Hazardous Chemical** II-3

1.25 **Imminent Danger** II-3

1.26 **Incumbent Local Exchange Carrier (ILEC)** II-3

1.27 **Interconnection Point (IP)** II-3

1.28 **Interexchange Carrier (IXC)** II-4

1.29 **Interim Number Portability (INP)** II-4

1.30 **Local Access and Transport Area (LATA)** II-4

1.31 **Local Exchange Carrier (LEC)** II-4

1.32 **Local Number Portability (LNP)** II-4

1.33 **Local Traffic** II-4

1.34 **Meet-Point Billing (MPB)** II-4

1.35 **Multiple Exchange Carrier Access Billing (MECAB)** II-4

1.36 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)** II-5

1.37 **911 Service** II-5

1.38 **North American Numbering Plan (NANP)** II-5

1.39 **Numbering Plan Area (NPA)** II-5

1.40 **NXX, NXX Code, Central Office Code or CO Code** II-5

1.41 **Owner or Operator** II-5

1.42 **Party/Parties** II-5

1.43 **Provider** II-5

1.44 **Public Safety Answering Point (PSAP)** II-6

1.45 **Rate Center** II-6

0000002

1.46	Routing Point.....	II-6
1.47	Service Control Point (SCP)	II-6
1.48	Service Switching Point (SSP)	II-6
1.49	Signaling Point (SP).....	II-6
1.50	Signaling System 7 (SS7).....	II-6
1.51	Signal Transfer Point (STP).....	II-6
1.52	Subsidiary	II-7
1.53	Synchronous Optical Network (SONET)	II-7
1.54	Switched Access Service.....	II-7
1.55	Telcordia Technologies	II-7
1.56	Telecommunications Services.....	II-7
1.57	Third Party Contamination	II-7
1.58	Undefined Terms.....	II-7
1.59	Wire Center.....	II-7

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-2
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>CLEC Profile</u>	III-2
8.	<u>Contact Exchange</u>	III-3
9.	<u>Billing and Payment</u>	III-3
9.1	<u>Back Billing</u>	III-3
9.2	<u>Dispute</u>	III-3
9.3	<u>Late Payment Charge</u>	III-3
9.4	<u>Due Date</u>	III-3
9.5	<u>Audits</u>	III-3
10.	<u>Binding Effect</u>	III-3
11.	<u>Capacity Planning and Forecasting</u>	III-4
12.	<u>Compliance with Laws and Regulations</u>	III-4
13.	<u>Confidential Information</u>	III-4
13.1	<u>Identification</u>	III-4
13.2	<u>Handling</u>	III-4

0000003

13.3	<u>Exceptions</u>	III-5
13.4	<u>Survival</u>	III-5
14.	<u>Consent</u>	III-5
15.	<u>Fraud</u>	III-5
16.	<u>Reimbursement of Expenses</u>	III-6
17.	<u>Dispute Resolution</u>	III-6
17.1	<u>Alternative to Litigation</u>	III-6
17.2	<u>Negotiations</u>	III-6
17.3	<u>Arbitration</u>	III-6
17.4	<u>Expedited Arbitration Procedures</u>	III-7
17.5	<u>Costs</u>	III-7
17.6	<u>Continuous Service</u>	III-7
18.	<u>Entire Agreement</u>	III-7
19.	<u>Expenses</u>	III-7
20.	<u>Force Majeure</u>	III-7
21.	<u>Good Faith Performance</u>	III-8
22.	<u>Governing Law</u>	III-8
23.	<u>Standard Practices</u>	III-8
24.	<u>Headings</u>	III-8
25.	<u>Independent Contractor Relationship</u>	III-8
26.	<u>Law Enforcement Interface</u>	III-8
27.	<u>Liability and Indemnity</u>	III-9
27.1	<u>Indemnification</u>	III-9
27.2	<u>End-User and Content-Related Claims</u>	III-9
27.3	<u>DISCLAIMER</u>	III-9
27.4	<u>Limitation of Liability</u>	III-9
27.5	<u>Intellectual Property</u>	III-10
28.	<u>Multiple Counterparts</u>	III-10
29.	<u>No Third Party Beneficiaries</u>	III-10
30.	<u>Notices</u>	III-10
31.	<u>Protection</u>	III-11
31.1	<u>Impairment of Service</u>	III-11
31.2	<u>Resolution</u>	III-11
32.	<u>Publicity</u>	III-11

0000004

33.	<u>Regulatory Agency Control</u>	III-11
34.	<u>Changes in Legal Requirements</u>	III-12
35.	<u>Effective Date</u>	III-12
36.	<u>Regulatory Matters</u>	III-12
37.	<u>Rule of Construction</u>	III-12
38.	<u>Section References</u>	III-12
39.	<u>Service Standards To Measure Quality of Service</u>	III-12
40.	<u>Severability</u>	III-12
41.	<u>Subcontractors</u>	III-13
42.	<u>Subsequent Law</u>	III-13
43.	<u>Taxes</u>	III-13
	43.1 <u>Tax</u>	III-13
	43.2 <u>Fees/Regulatory Surcharges</u>	III-13
44.	<u>Trademarks and Trade Names</u>	III-14
45.	<u>Waiver</u>	III-14
46.	<u>Environmental Responsibility</u>	III-14
ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC		IV-1
1.	<u>Services Covered by This Article</u>	IV-1
	1.1 <u>Types of Services</u>	IV-1
2.	<u>Billing and Rates</u>	IV-1
	2.1 <u>Service Ordering, Service Provisioning, and Billing</u>	IV-1
	2.2 <u>Rates and Charges</u>	IV-1
	2.3 <u>Billing</u>	IV-1
	2.4 <u>Billing Specifications</u>	IV-1
3.	<u>Transport and Termination of Traffic</u>	IV-2
	3.1 <u>Traffic to be Exchanged</u>	IV-2
	3.2 <u>Compensation For Exchange Of Traffic</u>	IV-2
	3.3 <u>Tandem Switching Traffic</u>	IV-4
	3.4 <u>Inter-Tandem Switching</u>	IV-4
4.	<u>Direct Network Interconnection</u>	IV-4
	4.1 <u>Network Interconnection Architecture</u>	IV-4
	4.2 <u>Compensation</u>	IV-5
	4.3 <u>Trunking Requirements</u>	IV-5
	4.4 <u>Network Redesigns Initiated by GTE</u>	IV-7
	4.5 <u>Interconnection Calling and Called Scopes for the Access Tandem</u> <u>Interconnection and the End Office Interconnection</u>	IV-7

000005

5.	<u>Indirect Network Interconnection</u>	IV-7
6.	<u>Number Resources</u>	IV-7
6.1	<u>Number Assignment</u>	IV-7
6.2	<u>Rate Centers</u>	IV-8
6.3	<u>Routing Points</u>	IV-8
6.4	<u>Code and Numbers Administration</u>	IV-8
6.5	<u>Programming Switches</u>	IV-8
7.	<u>Number Portability (NP)</u>	IV-8
7.1	<u>Interim Number Portability (INP)</u>	IV-8
8.	<u>Meet-Point Billing</u>	IV-9
8.1	<u>Meet-Point Arrangements</u>	IV-9
8.2	<u>Compensation</u>	IV-9
9.	<u>Common Channel Signaling</u>	IV-10
9.1	<u>Service Description</u>	IV-10
9.2	<u>Signaling Parameters</u>	IV-10
9.3	<u>Privacy Indicators</u>	IV-10
9.4	<u>Connection Through STP</u>	IV-10
9.5	<u>Third Party Signaling Providers</u>	IV-10
9.6	<u>Multi-Frequency Signaling</u>	IV-10
10.	<u>Network Management Controls</u>	IV-11
ARTICLE V: COLLOCATION.....		V-1
1.	<u>General</u>	V-1
2.	<u>Types of Collocation</u>	V-1
2.1	<u>Cageless</u>	V-1
2.2	<u>Adjacent</u>	V-1
2.3	<u>Other</u>	V-1
3.	<u>Ordering</u>	V-1
3.1	<u>Application</u>	V-2
3.2	<u>Space Availability</u>	V-3
3.3	<u>Price Quote</u>	V-3
3.4	<u>ASR</u>	V-3
3.5	<u>Augmentation</u>	V-3
3.6	<u>Expansion</u>	V-3
3.7	<u>Relocation</u>	V-4
4.	<u>Installation and Operation</u>	V-4
4.1	<u>Planning and Coordination</u>	V-4
4.2	<u>Space Preparation</u>	V-4
4.3	<u>Equipment and Facilities</u>	V-5
4.4	<u>Access to Collocation Space</u>	V-7
4.5	<u>Network Outage, Damage and Reporting</u>	V-7
4.6	<u>Security Requirements</u>	V-8
4.7	<u>Emergency Access</u>	V-9
5.	<u>Space Requirements</u>	V-9

0000006

5.1	<u>Space Availability</u>	V-9
5.2	<u>Minimum/Maximum/Additional Space</u>	V-9
5.3	<u>Use of Space</u>	V-10
5.4	<u>Reservation of Space</u>	V-10
5.5	<u>Collocation Space Report</u>	V-10
5.6	<u>Reclamation</u>	V-11
6.	<u>Pricing</u>	V-11
6.1	<u>Rate Sheet</u>	V-11
6.2	<u>Billing and Payment</u>	V-11
6.3	<u>Allocation of Site Preparation Costs</u>	V-11
7.	<u>Indemnification</u>	V-12
8.	<u>Insurance</u>	V-12
9.	<u>Confidentiality</u>	V-13
10.	<u>Casualty</u>	V-14
11.	<u>Termination of Service</u>	V-14
12.	<u>Miscellaneous</u>	V-15
ARTICLE VI: SIGNATURE PAGE		VI-1
APPENDIX A: RATES AND CHARGES FOR TRANSPORT AND TERMINATION FOR TRAFFIC		A-1
APPENDIX B: COLLOCATION RATES		B-1

0000007

This Interconnection Agreement (the "Agreement"), is by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Progress Telecommunications Corporation in its capacity as a certified provider of local two-way wireline dial-tone service ("Progress"), with its address for this Agreement at 100 2nd Avenue South, Suite 400 South, St. Petersburg, Florida 33701 (GTE and Progress 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 points of interconnection; and

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

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks.

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 Progress hereby covenant and agree as follows:

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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. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Florida Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

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

The terms and conditions set forth in this Agreement are conditioned upon adoption by the Commission and/or relevant governmental authorities of the costing and pricing principles that would permit GTE to recover all of its costs as provided under the Telecommunications Act of 1996.

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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)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

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 Applicable Law

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.

1.5 Basic Local Exchange Service

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.6 Bona Fide Request (BFR)

Process 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.

1.7 Business Day

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.8 Central Office Switch

A switch used to provide telecommunications services including (1) "End Office Switches" which are Class 5 switches from which end-user Exchange Services are directly connected

and offered, and (2) "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).

1.9 **Commission**

The Florida Public Service Commission.

1.10 **Common Channel Signaling (CCS)**

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.

1.11 **Competitive Local Exchange Carrier (CLEC)**

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.12 **Compliance**

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.

1.13 **Currently Available**

Existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

1.14 **Customer**

GTE or Progress, depending on the context and which Party is receiving the service from the other Party.

1.15 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.16 **Enhanced Service Provider (ESP) /Internet Service Provider (ISP) Traffic**

Traffic bound to any Enhanced Service Provider or Internet Service Provider. ESP/ISP Traffic is separate and distinct from Local Traffic

1.17 **Exchange Service**

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.18 **Expanded Interconnection Service (EIS)**

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at

GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.

1.19 **Facility**

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 46.

1.20 **FCC**

The Federal Communications Commission.

1.21 **Generator**

Under the 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 (see reference in Article III, Section 46).

1.22 **GTE Guide**

The GTE Open Market Transition Order/Processing Guide, LSR Guide, and Products and Services Guide which contain GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements and GTE's CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE's Switched Network with the networks of all certified CLECs for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed.

1.23 **GTOC**

GTE Telephone Operating Company.

1.24 **Hazardous Chemical**

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.

1.25 **Imminent Danger**

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.

1.26 **Incumbent Local Exchange Carrier (ILEC)**

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.

1.27 **Interconnection Point (IP)**

The physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.

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1.28 **Interexchange Carrier (IXC)**

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.29 **Interim Number Portability (INP)**

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.

1.30 **Local Access and Transport Area (LATA)**

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.31 **Local Exchange Carrier (LEC)**

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.32 **Local Number Portability (LNP)**

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.

1.33 **Local Traffic**

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 Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.

1.34 **Meet-Point Billing (MPB)**

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

1.35 **Multiple Exchange Carrier Access Billing (MECAB)**

Refers to the 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 Telcordia Technologies 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.

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1.36 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

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 Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

1.37 **911 Service**

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.

1.38 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.39 **Numbering Plan Area (NPA)**

Also sometimes referred to as an area code, 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.

1.40 **NXX, NXX Code, Central Office Code or CO Code**

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.

1.41 **Owner or Operator:**

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 (see reference in Article III, Section 46).

1.42 **Party/Parties**

GTE and/or Progress.

1.43 **Provider**

GTE or Progress depending on the context and which Party is providing the service to the other Party.

0000014

1.44 **Public Safety Answering Point (PSAP)**

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.

1.45 **Rate Center**

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.

1.46 **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 Telcordia Technologies 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.

1.47 **Service Control Point (SCP)**

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.

1.48 **Service Switching Point (SSP)**

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.49 **Signaling Point (SP)**

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.

1.50 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.51 **Signal Transfer Point (STP)**

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.

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- 1.52 **Subsidiary**
A corporation or other legal entity that is majority owned by a Party.
- 1.53 **Synchronous Optical Network (SONET)**
Synchronous electrical (STS) or optical channel (OC) connections between LECs.
- 1.54 **Switched Access Service**
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.
- 1.55 **Telcordia Technologies**
A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies 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.
- 1.56 **Telecommunications Services**
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.
- 1.57 **Third Party Contamination**
Environmental pollution that is not generated by the LEC or Progress but results from off-site activities impacting a facility.
- 1.58 **Undefined Terms**
Terms that may appear in this Agreement which are not defined. Parties acknowledge 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.
- 1.59 **Wire Center**
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.

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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 from the Effective Date of this Agreement until March 1, 2002 and shall continue in effect for consecutive six (6) month terms unless 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 ("Termination Date"). 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 Termination Date 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 under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

- (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

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

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

2.4 Termination Upon Sale.

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

Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability upon Termination.

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

3. Amendments.

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

4. Assignment.

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

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and Progress has not relied on GTE counsel, pursuant to this Agreement.

6. Responsibility for Payment.

GTE may charge Progress and Progress will pay GTE a deposit before GTE is required to perform under this agreement if Progress has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to Progress. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before orders can be taken, the CLEC Profile must be completed and returned; and, if required, an advanced deposit paid. Progress will provide GTE with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the GTE Guide. Progress agrees to warrant to GTE that it is a certified provider of telecommunications service. Progress 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.

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8. Contact Exchange.

The Parties agree to exchange and to update 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.

9. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, Progress and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

9.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

9.2 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.

9.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable GTE/Contel state access tariffs, the state retail tariff, or the GTOC/GSTC FCC No. 1 tariff, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

9.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

9.5 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.

10. Binding Effect.

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

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11. 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 Interconnection Services. GTE may delay processing Progress service orders should the Parties not perform obligations as specified in this Section 11. Such responsibilities shall include but are not limited to the following:

- 11.1 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.
- 11.2 Progress will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
- 11.4 Progress shall notify GTE promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

12. 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.

13. Confidential Information.

13.1 Identification.

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

Notwithstanding the foregoing, preorders and all orders for services or placed by Progress pursuant to this Agreement, and information that would constitute customer proprietary network information of Progress end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Progress end users, whether disclosed by Progress 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, Progress information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of Progress for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

13.2 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.

13.3 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.

13.4 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.

14. Consent.

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

15. Fraud.

Progress assumes responsibility for all fraud associated with its end user customers and accounts. GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to Progress' account in cases of fraud.

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16. Reimbursement of Expenses.

In performing under this Agreement GTE may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event GTE is entitled to reimbursement from Progress for all such costs. For all such costs and expenses GTE shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to GTE's common costs.

17. Dispute Resolution.

17.1 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 the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.2 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.

17.3 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.

17.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 17.2 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).

17.5 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.

17.6 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.

18. 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.

19. 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.

20. 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.

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21. 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 conditional, unreasonably withheld or delayed.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) 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.

23. Standard Practices.

The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the Progress industry which may be added in the Guide. Progress agrees that GTE may implement such practices to satisfy any GTE obligations under this Agreement.

24. Headings.

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

25. 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.

26. Law Enforcement Interface.

- 26.1 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.
- 26.2 GTE agrees to work jointly with Progress in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Progress customers will be billed to Progress.
- 26.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a Progress Customer and shall refer them to Progress.
- 26.4 Subsequent to the execution and approval of this Agreement by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for CLEC procedures which will be in compliance with applicable state and federal laws.

27. Liability and Indemnity.

27.1 Indemnification.

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

27.2 End-User and Content-Related Claims.

The Indemnifying 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 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 the Indemnifying Party's end users against an Indemnified Party arising from services or Facilities. The Indemnifying 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 Indemnifying Party and 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.

27.3 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 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.

27.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses GTE may recover, including those under Section 16 above, and plus any costs/expenses

for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

27.5 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.

28. 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.

29. 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.

30. 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 or Internet ID 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: Assistant Vice President/Associate General Counsel
Service Corporation
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

and

0000026

GTE Florida Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge -HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@telops.gte.com

If to Progress: Progress Telecommunications Corporation
Attention: Vice President and General Manager
100 2nd Avenue South
Suite 400 South
St. Petersburg, FL 33701
Telephone Number: 727/820-5851
Facsimile number: 727/820-5829
Internet Address: ronald.j.mudry@fpc.com

31. Protection.

31.1 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 its 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").

31.2 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.

32. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services 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 Progress.

33. 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.

0000027

34. Changes in Legal Requirements.

GTE and Progress further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

35. Effective Date.

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will be as established by the Commission approval order. The Parties agree orders for services will not be submitted or accepted within the first ten (10) business days after the agreement is effective.

36. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all 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.

If either Party does not provide necessary filing materials within 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

37. Rule of Construction.

No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

38. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

39. Service Standards To Measure Quality of Service.

39.1 Notwithstanding anything in this Agreement to the contrary, the Parties will provide a level of service to each other with respect to Interconnection, Unbundled Network Elements, and Resale ("services") under this Agreement in compliance with the non-discrimination requirements of the Act. GTE will provide Progress with service standards to measure quality of service that GTE currently offers to CLECs at the time of execution of this Agreement. Service standards to measure quality of service are subject to continued evolution within the industry and when developed and implemented in GTE systems, GTE will automatically modify existing service standards to measure quality of service.

39.2 The Parties will notify each other of network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance in accordance with Article IV, Section 10.

40. 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.

41. 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.

42. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

43. 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 to the collecting Party.

43.1 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.

43.2 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.

000029

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

44. 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.

45. 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.

46. Environmental Responsibility.

- 46.1 Progress is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by Progress. In accordance with Section 46.10, Progress will indemnify GTE for all claims, fees, penalties, damages, and causes of action with respect to these materials. No substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility. Progress must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility.
- 46.2 Progress, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by GTE when working at a GTE Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that Progress' compliance with GTE's practices/procedures, with this Agreement, or with GTE's directions or recommendations will achieve compliance with any applicable law. Progress is responsible for ensuring that all activities conducted by Progress at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.
- 46.3 GTE and Progress shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole.
- 46.4 Progress shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to Progress after a complete and proper request by Progress for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval by GTE. In that case, Progress must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or compliance with GTE's practices/procedures constitutes a representation or warranty that Progress' activities will be in compliance with applicable

laws, and such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

- 46.5 If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If Progress discovers Third Party Contamination, Progress will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude Progress from complying with an applicable reporting requirement.
- 46.6 GTE and Progress shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, GTE and Progress must develop a cost sharing procedure.
- 46.7 When conducting operations in any GTE manhole or vault area, Progress shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. Progress shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by Progress in meeting its obligations under this Section.
- 46.8 Progress shall provide reasonable and adequate compensation to GTE for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing Progress with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 46.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between GTE and the land owner. In this regard, Progress must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).
- 46.10 Notwithstanding Section 26, with respect to environmental responsibility under this Section 46, GTE and Progress shall each 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 arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the GTE Facility.

0000031

ARTICLE IV
INTERCONNECTION AND TRANSPORT
AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to Progress or by Progress 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 Progress. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."

1.1.1 Progress initiates orders for trunk-side interconnection services by sending an ASR to GTE. Progress should submit ASRs to GTE through on-line applications or electronic files. The ordering process is described in the GTE Guide. The ASR will be reviewed by GTE for validation and correction of errors. Errors will be referred back to Progress. Progress then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

Progress will order services for interim number portability, directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

2.2 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 A attached to this Agreement and made a part hereof. Progress' separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage 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. Progress is required to order trunks pursuant to Section 4.3.3 of this Article.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when answer supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

0000032

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

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided IXC Traffic (or other traffic the Parties agree to exchange) 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. 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 (or other traffic the Parties agree to exchange) originated by or terminating to the Parties' end user customers in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end user customers 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 A 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 Compensation for Terminating Access Charges on Calls to Ported Numbers. The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported

number. Each Party will bill the IXCs applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing.

Until industry standards for call record exchanges are established for interim number portability, 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. The Party providing interim number portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.

3.2.3.1 As part of the revenue sharing arrangement described in Section 3.2.3 the number of lines 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 ported 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 ported number available for compensation can only be increased by mutual consent of the Parties.

3.2.3.2 As part of the revenue sharing arrangement described in Section 3.2.3 the Parties agree that the compensation rates may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rates if a significant event occurs. At a minimum, the Parties agree to reevaluate the rates on an annual basis.

3.2.3.3 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. The Parties agree that no charges shall be applied to the ported switched access calls as part of the local traffic termination. When the access revenue sharing arrangement described in Section 3.2.3 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

3.2.3.4 As part of the revenue sharing arrangement described in Section 3.2.3 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice: Name of the end user accounts, the ported telephone numbers, the telephone numbers assigned to the lines in its switch, the INP methods used, class of service, and dates of initial installation and disconnects.

3.2.3.5 Upon implementation of permanent local number portability, the Parties agree to transition all interim number portability customers and their services to permanent local number portability methods within a

mutually agreed upon time frame and discontinue use of further interim methods of number portability.

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 the tandem transiting charge identified in Appendix A.
- 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 Progress sends traffic through GTE's network to a third-party provider with whom Progress does not have a traffic interexchange agreement, then Progress 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 and optional EAS traffic originating on each other's network at and after such time as either Progress has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

Progress may interconnect with GTE on its network at any of the minimum Currently Available 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. Based on the configuration, the installation time line will vary considerably, however, GTE will work with Progress 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 Act.

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

- (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 and/or CLEC dedicated transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and Physical EIS arrangements are governed by appropriate GTE tariffs.

4.1.3 The Parties will mutually designate at least one on GTE's network within each GTE local calling area for the routing of Local Traffic.

4.2 Compensation.

The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic and IntraLATA Toll Traffic will be used for calculation of this compensation.

4.2.1 **Mid-Span Fiber Meet:** GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Progress will charge flat rated transport to GTE for Progress facilities used by GTE at tariffed rates or as mutually agreed. Progress will apply charges based on the lesser of; (i) the airline mileage from the IP to the Progress 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. Progress will charge GTE flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Progress will apply charges based on the lesser of (i) the airline mileage from the IP to the Progress switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 **Special Access and/or CLEC Dedicated Transport :** GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

In accordance with Article III, Section 11, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

- 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 Progress shall make available to GTE trunks over which GTE shall terminate to end users of Progress-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- 4.3.3 Progress and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Progress 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 Progress to originate and terminate interLATA calls and to provide Switched Access Service to Interexchange Carriers (IXCs). To the extent Progress desires to have any IXC originate or terminate switched access traffic to or from Progress, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of Progress to arrange for such to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and Progress. If the IXC subsequently indicates that it does not want the traffic routed to or from Progress, GTE will not route the traffic.
- 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 Progress and GTE will reciprocally provide PLU factors to each other on a semi-annual 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, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard (B.01 or B.005).
- 4.3.6 Progress 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

000037

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.
- 4.3.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Network Redesigns Initiated by GTE.

GTE will not charge Progress 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 of this Article IV.

4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.

5. Indirect Network Interconnection.

Should both Parties have an interconnection arrangement with a third-party tandem and desire to exchange traffic (originating from and terminating to end users of the Parties) via the third party, the originating Party will compensate the terminating Party and the tandem company. 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 this Article IV, Sections 3.1 and 3.4.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Progress' 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 Progress 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 Progress. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Progress shall not request number resources to be assigned to any GTE switching entity.

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

6.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end user customers, Progress shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

6.3 Routing Points.

Progress will also designate a Routing Point for each assigned NXX code. Progress may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Progress 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 Progress 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 Progress 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 13 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 LERG to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability (NP).

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 Party 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 B attached to this Agreement and made a part hereof. Progress shall provide INP to GTE at the rates specified for Progress in Appendix B.

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 purchase DID trunk service from GTE's tariff.

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 Progress to sub-tend the GTE access tandem(s) nearest to the Progress 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, Progress 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 Progress 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, Progress 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 Progress and GTE via the meet-point arrangement. Information shall be exchanged in EMR format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 8.1.7 Progress 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 Progress 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 it provided at the appropriate tariff, or price list.
- 8.2.2 Subsequently, Progress 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 Progress and GTE via the MPB arrangement: single-bill/single tariff

method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

9.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 9 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (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.

Progress 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, take place only through appropriate STP pairs.

9.5 Third Party Signaling Providers.

Progress 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 Progress 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. 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."

ARTICLE V

COLLOCATION

1. General.

GTE shall provide cageless collocation services in accordance with and subject to the terms and conditions of this Article V and other applicable requirements of this Agreement. Cageless collocation provides for access to those GTE wire centers or access tandems listed in the NECA, Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE. Cageless collocation shall be accomplished as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

2. Types of Collocation.

2.1 Cageless.

Cageless collocation is a form of collocation in which Progress can place its equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a Progress, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, Progress' bay will be segregated by at least one vacant bay from GTE's own equipment. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. Progress equipment will not share the same equipment bays with GTE equipment.

2.2 Adjacent.

An adjacent collocation arrangement permits Progress to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation see GTE's CSP, which is described in Section 3.1 below.

2.3 Other.

Progress shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The remainder of the terms of this Article V shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for Progress to contact to place a request for collocation. The point of contact will provide Progress with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form, terms and conditions of the CSP.

3.1.2 Application Form/Fee. Progress requesting collocation at a wire center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix B described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require Progress to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. Progress will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.1.3 Notification of Acceptance/Rejection. GTE will notify Progress in writing within fifteen (15) days following receipt of the completed application if Progress' requirements cannot be accommodated as specified. Should Progress submit ten (10) or more applications within a ten (10) day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.

3.1.4 Changes. The first application form filed by Progress shall be designated the original application. Original applications are subject to modification by minor or major changes to the facilities requested in the application.

3.1.4.1 Minor changes are those requests that do not require additional power, HVAC, or changes in cage/floor space. The Progress will be required to submit a revised application and any accompanying charges reasonably assessed by GTE, but the deliverable dates for the project will not change. GTE's obligations under an original application may also be modified by major changes.

3.1.4.2 Major changes are requests that add telecommunications equipment that requires additional AC or DC power or HVAC; change the size or location of the cage or floor space; or in the case of cageless collocation, request additional bays. At the election of Progress, major changes may be handled in one of the following two methods to the extent technically feasible.

(a) Method 1: Additional Application. Progress may elect to have a major change treated by GTE as an additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of an additional application and non-refundable engineering fee, GTE will notify the Progress in writing within fifteen (15) days following receipt of the completed additional application if the Progress' additional requirements cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the

processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

- (b) Method 2: Change Application. Progress may elect to have a major change treated by GTE as a change application. A change application may affect GTE's obligation to process and fulfill the original application. On receipt of a change application and non-refundable engineering fee, GTE will notify Progress in writing within fifteen (15) days following receipt of the completed change application if Progress' requirements cannot be accommodated as specified. If on notification that GTE can accommodate the requirements of the change application, Progress elects to proceed with the change application, GTE's obligations under the original application will be merged with its obligations under the change application and the combined project timeline will be the date the change application was submitted. All of the provisions herein applicable to an original application similarly apply to a change application.

3.2 Space Availability.

GTE will notify Progress within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify Progress in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide Progress with a price quote for collocation services required to accommodate Progress' request within thirty (30) days of Progress' application date, provided that no ICB rates are required in the quote. The quote will be honored for ninety (90) days from the date of issuance, provided however, that GTE reserves the right to change the price quote at any time prior to acceptance by Progress. If the quote is not accepted by Progress within such ninety (90) day period, Progress will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, Progress will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for a major augmentation to an existing collocation arrangement will require the submission of an application form and the non-refundable engineering fee.

3.5.1 Major augments may include adding additional bays (cageless).

3.5.2 Minor augments will require the submission of an application form and the non-refundable augment fee. Minor augments are those requests that do not require additional bays, but may include adding light fixtures, AC outlets, so long as those requirements do not exceed the capacity of the existing/proposed electrical system. Requests for CLEC to CLEC cross connects and DSO, DS1, and DS3 facility terminations are included as minor augments.

3.6 Expansion.

GTE will not be required to construct additional space to provide for cageless and/or adjacent collocation when available space has been exhausted. GTE does not guarantee

contiguous space to Progress to expand its existing collocation space. Progress requests for expansion of existing space within a specific wire center or access tandem will require the submission of an application form and the appropriate fee.

3.7 Relocation.

Progress requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. Progress will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs (set forth in Appendix B described in Section 6.1) associated with the ordered collocation services, including, but not limited to, building modification, environmental conditioning and DC power charges, GTE will:

- (a) Schedule a meeting with Progress to determine engineering and network requirements.
- (b) Initiate the necessary modifications to the wire center or access tandem to accommodate Progress' request.
- (c) Work cooperatively with Progress to ensure that services are installed in accordance with the service requested.

Progress is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. Progress shall meet with GTE, if requested by GTE, to review design and work plans for installation of Progress' designated equipment within GTE premises. GTE and Progress must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Appendix B described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. Progress is responsible to have all cables and other equipment to be furnished by Progress, ready for installation on the date scheduled. If Progress fails to notify GTE of a delay in the installation date, Progress will be subject to the appropriate additional labor charge set forth on Appendix B described in Section 6.1.

4.2 Space Preparation.

4.2.1 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where Progress shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix B described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to Progress' equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem. Standard 48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

4.2.2 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform Progress of the time estimates as soon

as possible. GTE shall complete delivery of the floor space to Progress within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to Progress beginning the installation of its equipment in a cage, bay or cabinet, Progress and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by Progress, billing will be initiated, access cards will be issued and Progress may begin installation of its equipment.

4.3 Equipment and Facilities.

- 4.3.1 Purchase of Equipment. Progress will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If Progress chooses, GTE will assist Progress in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of Progress' equipment and provided facilities for collocation.
- 4.3.2 Permissible Equipment. Progress is permitted to place in its collocation space only equipment that is used or useful for interconnection. Progress shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection. Progress may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.
- 4.3.3 Specifications. Progress' facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other Local Exchange Carriers' facilities, create hazards or cause physical harm to any individual or the public. All Progress equipment must be Network Equipment Building Systems (NEBS) 3 compliant, or enclosed in a cabinet that meets GTE NEBS requirements. GTE reserves the right to remove and/or refuse use of Progress facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of Progress facilities or equipment which does not meet or comply with: (a) GTE network reliability standards; (b) fire and safety codes; (c) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (d) GTE practices for AC/DC bonding and grounding requirements; and/or (e) the industry standard requirements shown in the following publications:

0000047

- (a) TR-NWT-000499
- (b) TR-NWT-000063
- (c) TR-TSY-000191
- (d) TR-TSY-000487
- (e) TR-NPL-000320
- (f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)
- (g) ANSI T1.102
- (h) UL 94

More detailed specifications information will be provided to Progress in the CSP.

4.3.4 Cable. Progress is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth on Addendum B to the CSP) are required to reduce the possibility of interference. Progress is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing Progress' fire retardant riser cable from the cable vault to the partitioned space. GTE is responsible for installing Progress provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. GTE will wire DS1 services in multiples of 28 or DS0 cable facilities in sufficient capacity for GTE to wire DS0 services in multiples of 24. Progress shall be required to provide DS1 cable facilities to support Progress equipment installed to its capacity. If Progress provides its own fiber optic facility, then Progress shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for GTE to be able to fully extend such cable through to Progress' space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact Progress in the event Progress' equipment disrupts the network. If GTE is unable to make contact with Progress, GTE shall temporarily disconnect Progress' service, as provided in Section 4.7. GTE will notify Progress as soon as possible after any disconnects of Progress' equipment.

4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in Manhole #1 (first GTE manhole outside of the wire center) by Progress. Where Progress is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem conduit and into the wire center or access tandem conduit and to Progress' collocation arrangement. The splice in the wire center or access tandem cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure. GTE is responsible for installing a cable splice where Progress provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber.

0000048

- 4.3.6 Access Points and Restrictions. The interconnection point for cageless collocation is the point where Progress owned cable facilities connect to GTE termination equipment. The demarcation point for Progress is Progress' terminal equipment or interconnect/cross connect panel within Progress' cage, bay/frame or cabinet. Progress must tag all entrance facilities to indicate ownership. Progress will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.
- 4.3.7 Staging Area. For cageless collocation arrangements, Progress shall have the right to use the designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during Progress' equipment installation work in the collocation space. Progress is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. Progress will store equipment and materials within the collocation space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. Progress will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. Progress may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess Progress a market value lease rate for the area occupied by the trailer.
- 4.3.8 Testing. Upon installation of Progress' equipment, with prior notice, GTE will schedule time to work with Progress during the turn-up phase of the equipment to ensure proper functionality between Progress' equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of Progress to provide their own monitor and test points, if required, for connection directly to their terminal equipment.

4.4 Access to Collocation Space.

GTE will permit Progress' employees, agents, and contractors approved by GTE to have direct access to Progress' cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. Progress' employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to Progress, to access Progress' collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where Progress shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany Progress' personnel.

4.5 Network Outage, Damage and Reporting.

Progress shall be responsible for: (a) any damage or network outage occurring as a result of Progress owned or Progress designated termination equipment in GTE wire center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of

significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to Progress service.

4.6 Security Requirements.

- 4.6.1 Background Tests; Training. All employees, agents and contractors of Progress must meet certain minimum requirements as established in GTE's CSP. At the time Progress places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, Progress must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. Progress agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide Progress with written notice of such changes. Where applicable, GTE will provide information to Progress on the specific type of security training required so Progress' employees can complete such training.
- 4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any Progress employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of Progress are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for Progress' employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause; and (b) to provide a GTE employee, agent or contractor to accompany and observe Progress at no cost to Progress. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.
- 4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals for per Progress for each GTE wire center or access tandem. All Progress employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of Progress. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide Progress with instructions and necessary access cards or keys to obtain access to GTE buildings. Progress is required to immediately notify GTE by the most expeditious means, when any Progress employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. Progress is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of Progress' employee and/or termination of service.

Progress shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of Progress or Progress' employee, agent or contractor to return to GTE.

4.7 Emergency Access.

Progress is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Progress will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify Progress in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to Progress as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Progress' facilities or equipment and its ability to provide service. GTE will restrict access to Progress' collocation space to persons necessary to handle such an emergency.

The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access Progress' collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Progress or Progress' equipment upon the operation of GTE's equipment, facilities and/or employees located outside Progress' collocation space. GTE will notify Progress as soon as possible when such an event has occurred. In case of a GTE work stoppage, Progress' employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect Progress' access to its premises, or ability to provide service. Progress will notify GTE point of contact of any work stoppages by Progress employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit Progress to secure collocation space on a the first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

<http://www.gte.com/regulatory>

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to Progress at the time of the initial application will be one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to Progress will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by Progress by completing and submitting a new application form and the applicable non-refundable

engineering fee set forth in Appendix B described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and Progress will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Progress shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. Progress shall use the collocation space solely for the purposes of installing, maintaining and operating Progress' equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. Progress shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as Progress' employee(s) work location, office or retail space, or storage. The collocation space shall not be used as Progress' mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses on terms no more favorable than applicable to other Local Exchange Carriers seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future cageless collocation requests. Progress shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with Progress to determine an alternative arrangement for the specific location. Progress will be allowed to reserve collocation space for its cageless arrangements based on Progress' documented forecast provided GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing Progress equipment.

5.5 Collocation Space Report.

Upon request by Progress and upon Progress signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will

be provided to Progress within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, Progress must have the capability of installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date Progress accepts the collocation arrangement. If Progress does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another Local Exchange Carrier's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse Progress for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix B attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix B, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to Progress when GTE provides Progress access to the cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

Progress shall be responsible for payment of the site preparation charge with respect to: (i) each original application; and (ii) each additional application or augment application which involves expansion of existing square footage or additional bays. The site preparation charge is a nonrecurring charge designed to recover GTE's costs associated with preparing wire center(s) or access tandem(s) to accommodate collocation. For caged collocation arrangements (including shared and sublease arrangements), the site preparation charge shall be equal to: \$336 (Three Hundred Thirty-Six Dollars) per square foot of caged space up to one hundred (100) square feet plus the number of square feet over 100 square feet multiplied by \$42 (Forty-Two Dollars). For cageless collocation arrangements, the site preparation charge shall be equal to \$4,800 (Four Thousand Eight Hundred Dollars) per bay.

7. Indemnification.

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

7.1 Progress shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by Progress or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of Progress' equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) Progress' failure to comply with any of the terms of this Agreement; or (iii) any act or omission of Progress, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

7.2 Subject to any limitations of liability set forth in this Agreement, GTE shall be liable to Progress only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to Progress designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to Progress or its customers for any interruption of Progress' service or for interference with the operation of Progress' designated facilities arising in any manner out of Progress' presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by Progress or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by Progress, even if GTE has been advised of the possibility of such loss or damage.

8. Insurance.

8.1 Progress shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.

8.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:

- (a) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
- (b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1 above.

- (c) All Risk Property coverage on a full replacement cost basis insuring all of Progress' real and personal property located on or within GTE wire centers. Progress may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
- (d) Statutory Workers Compensation coverage.
- (e) Contractual Liability coverage.
- (f) Automobile Liability coverage.
- (g) Employers Liability coverage in an amount of \$2,000,000.

- 8.3 All policies purchased by Progress shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.
- 8.4 All insurance must be in effect on or before GTE authorizes access by Progress employees or placement of Progress equipment or facilities within GTE premises and such insurance shall remain in force as long as Progress' facilities remain within any space governed by this Article V. If Progress fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from Progress. Failure to make a timely reimbursement will result in disconnection of service.
- 8.5 Progress shall submit certificates of insurance and copies of policies reflecting the coverage specified in (b) above with the fifty percent (50%) payment of the NRCs described in Section 4.1. Commencement of work by GTE will not begin until these are received.
- 8.6 Progress shall arrange for Progress' insurance company to provide GTE with thirty- (30) days' advance written notice of cancellation, non-renewal or termination.
- 8.7 Progress must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.
- 8.8 Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this Agreement.

9. Confidentiality.

In addition to its other confidentiality obligations hereunder, Progress shall not use or disclose and shall hold in confidence all information of a competitive nature provided to Progress by GTE in connection with collocation or known to Progress as a result of Progress' access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of Progress' equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by Progress in connection with collocation or known to GTE as a result of the interconnection of Progress' equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and Progress on a need to know basis only. Neither GTE nor Progress shall be obligated to hold in confidence information that:

- (a) Was already known to Progress free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or

- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of Progress, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to Progress as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. Progress shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, Progress shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of Progress' salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with Progress to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to Progress detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against Progress in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by Progress which were because any period after such date shall be returned to Progress.

11. Termination of Service

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon Progress' compliance with the terms and conditions of this Article V and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of Progress to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event Progress: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other Local Exchange Carriers.

11.2 Effects of Termination. Upon the termination of collocation service, Progress shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove Progress' equipment if Progress fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. Progress will be charged the appropriate additional labor charge in Appendix B for the removal of such equipment. Upon removal by Progress of all its equipment from the collocation space, Progress will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix B. Upon termination of collocation services, Progress relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. Progress does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that Progress requires use of a GTE local exchange line, Progress must order a business local exchange access line (B1). Progress may not use GTE official lines.

ARTICLE VI
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE FLORIDA INCORPORATED

PROGRESS TELECOMMUNICATIONS CORPORATION

By Connie Nicholas

By RJ Mudry

Name Connie Nicholas

Name Ronald Mudry

Title Assistant Vice President
Wholesale Markets-Interconnection

Title Vice President & General Manager

Date 4/3/00

Date 3-23-00

APPROVED BY LEGAL DEPT.	
<u>[Signature]</u>	<u>3/23/00</u>
ATTORNEY	DATE



APPENDIX A
 RATES AND CHARGES FOR
 TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A 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%

0000059

APPENDIX B
COLLOCATION RATES

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC/MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Fee	per occurrence	NRC	\$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	\$199.42
Access Card Administration (New/Replacement)	per card	NRC	\$20.62
Building Modification			
 Site Modifications (for Construction inside GTE CO only)			
Demolition and Site Work	per request	NRC	\$596.37
Exterior Door	per request	NRC	\$2,638.13
Concrete Work	per request	NRC	\$369.00
Steel/Metals Work	per request	NRC	\$984.75
Painting/Finishes	per request	NRC	\$657.80
Interior Door	per request	NRC	\$1,644.94
Flooring Work	per request	NRC	\$902.59
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	\$2,011.88
Dust Partition	per request	NRC	\$1,815.48
Hardware - Lockset for Door	per unit	NRC	\$159.95
 Electrical			
Lighting	per unit	NRC	\$790.54
Electrical Outlet	per outlet	NRC	\$716.84
Floor Grounding Bar	per bar	NRC	\$1,077.71
Cable Racking - Dedicated			
Engineering	per project	NRC	\$71.44
Installation and Materials - Racking	per linear foot	NRC	\$32.40
DC Power Facility			
Termination	per pwr run	NRC	\$56.43
Power Cable Pull - Labor	per linear foot	NRC	\$9.41
Engineering	per project	NRC	\$71.44
Fiber Cable Pull			
Engineering Costs	per project	NRC	\$606.30
Place Innerduct	per linear foot	NRC	\$1.40
Pull Cable	per linear foot	NRC	\$0.58
Cable Fire Retardant	per occurrence	NRC	\$37.62
Fiber Cable Splice	per fiber	NRC	\$41.80

Facility Pull

Engineering Costs	per project	NRC	\$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	\$0.94
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	\$3.76
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	\$0.94

Per DS3 (coaxial) Termination

Per Termination (Preconnectorized)	per DS3	NRC	\$0.94
Per Termination (Unconnectorized)	per DS3	NRC	\$9.41

BITS Timing

Engineering Costs	per project	NRC	\$34.76
Material Cost and Pull Shielded Cable	per linear foot	NRC	\$1.08

Monthly Recurring Prices

Relay Rack Floor Space including Shared Access Area	per linear foot	MRC	\$9.23
Cabinet Floor Space including Shared Access Area	per linear foot	MRC	\$12.49

Cable Space**Subduct Space**

Manhole	per project	MRC	\$5.61
Subduct	per linear foot	MRC	\$0.03

DC Power Facility and Utility

Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	\$777.63
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Facility Termination

DSO Cable - Material	per 100 pr.	MRC	\$3.00
DS1 Cable - Material	per 28 pr.	MRC	\$12.70
DS3 Cable - Material	per DS3	MRC	\$16.24

Cable Vault Splice**Fiber Cable - 48 fiber**

Material	per splice	MRC	\$9.03
Space Utilization in Cable Vault	per subduct	MRC	\$0.82

Fiber Cable - 96 fiber

Material	per splice	MRC	\$25.71
Space Utilization in Cable Vault	per subduct	MRC	\$0.82

Cable Rack - Common

Metallic DSO Cable - Space Utilization	per linear foot	MRC	\$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	\$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	\$0.01

BITS Timing

	per port	MRC	\$9.38
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Individual Case Basis (ICB)

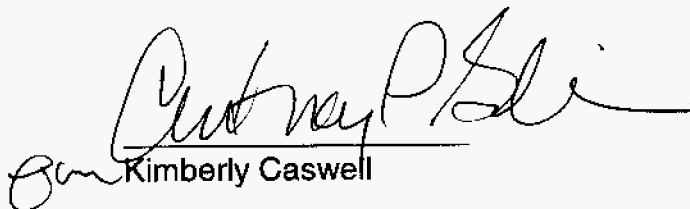
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of Interconnection Agreement with Progress Telecommunications Corporation was sent via overnight delivery on April 10, 2000 to:

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

Progress Telecommunications Corporation
Attention: Vice President and General Manager
100 2nd Avenue South, Suite 400 South
St. Petersburg, FL 33701


Kimberly Caswell