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ORIGINAL

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May 7, 2001

010689-TP

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

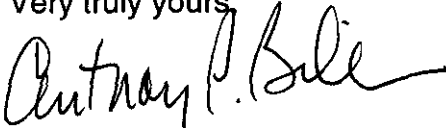
Re: Docket No.
Petition for Approval of Section 252(i) Adoption of the Terms of the
Interconnection, Resale and Unbundling Agreement Between Verizon Florida
Inc. and Gulf Coast Communications, Inc. by Lightyear Communications Inc.

RECEIVED-FPSC
01 MAY -7 AM 11:08
RECORDS AND
REPORTING
FPS

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of Section 252(i) Adoption of the Terms of the Interconnection,
Resale and Unbundling Agreement Between Verizon Florida Inc. and Gulf Coast
Communications, Inc. by Lightyear Communications Inc. 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 Caswell

KC:tas
Enclosures

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01 MAY -7 AM 10:02

DOCUMENT NUMBER-DATE

05714 MAY-7 01

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Section 252(i)
Adoption of the Terms of the Interconnection,
Resale and Unbundling Agreement Between
Verizon Florida Inc. and Gulf Coast
Communications, Inc. by Lightyear
Communications Inc.

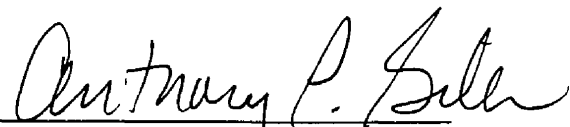
Docket No. 010689-TP
Filed: May 7, 2001

**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION OF THE TERMS OF
THE INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN
VERIZON FLORIDA INC. AND GULF COAST COMMUNICATIONS, INC. BY
LIGHTYEAR COMMUNICATIONS INC.**

Verizon Florida Inc. (Verizon), formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Lightyear Communications Inc.'s Section 252(i) adoption of the terms of the interconnection, resale and unbundling agreement between Verizon and Gulf Coast Communications, Inc. The agreement, which was approved by the Commission by Order No. PSC-00-1342-FOF-TP, issued July 26, 2000, in Docket No. 000620-TP, is attached.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on May 7, 2001.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

05714 MAY-70

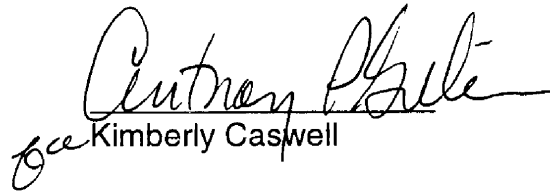
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent via overnight
delivery on May 4, 2001 to:

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

Lightyear Communications Inc.
Attention: John J. Grieve, General Counsel
1901 Eastpoint Parkway
Louisville, KY 40223


for Kimberly Caswell

Steven J. Pitterle
Director - Negotiations
Network Services



Network Services
600 Hidden Ridge HQE03B67
P O. Box 152092
Irving, Texas 75038

Phone 972/718-1333
Fax 972/718-1279
steve.pitterle@verizon.com

April 11, 2001

Mr. John J. Grieve
General Counsel
Lightyear Communications Inc.
1901 Eastpoint Parkway
Louisville, KY 40223

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Grieve:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Lightyear Communications Inc. ("Lightyear") wishes to adopt the terms of the Interconnection Agreement between Gulf Coast Communications, Inc. ("Gulf Coast") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms").¹ I understand Lightyear has a copy of the Terms. Please note the following with respect to Lightyear's adoption of the Terms.

1. By Lightyear's countersignature on this letter, Lightyear hereby represents and agrees to the following three points:
 - (A) Lightyear adopts (and agrees to be bound by) the Terms of the Gulf Coast/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that Lightyear shall be substituted in place of Gulf Coast Communications, Inc. and Gulf Coast in the Terms wherever appropriate.
 - (B) Lightyear requests that notice to Lightyear as may be required under the Terms shall be provided as follows:

¹ These "agreements" are not agreements in the generally accepted understanding of that term. Verizon was required to accept these agreements, which were required to reflect then-effective FCC rules and other applicable law.

To : Lightyear Communications Inc.
Attention: Mr. John Grieve
1901 Eastpoint Parkway
Louisville, KY 40223
Telephone number: 502/244-6666 x1248
FAX number: 502/515-4138

- (C) Lightyear represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
2. Lightyear's adoption of the Gulf Coast Terms shall become effective upon the date of filing of this adoption letter with the Commission (which filing Verizon will promptly make upon receipt of an original of this letter countersigned by Lightyear) and remain in effect no longer than the date the Gulf Coast/Verizon agreement terminates. The Gulf Coast/Verizon agreement is currently scheduled to terminate on July 15, 2002. Thus, the Terms adopted by Lightyear also shall terminate on that date.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Lightyear's 252(i) election.
 4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' recent decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
 5. Verizon reserves the right to deny Lightyear's adoption and/or application of the Terms, in whole or in part, at any time:

- (a) when the costs of providing the Terms to Lightyear are greater than the costs of providing them to Gulf Coast;
 - (b) if the provision of the Terms to Lightyear is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to Lightyear under applicable law.
6. Verizon never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Whatever doubt any party may have had with respect to this issue was removed by the Declaratory Ruling that the Federal Communications Commission (the "FCC") released on February 26, 1999 which, among other things, "conclude[d] . . . that ISP-bound traffic is non-local interstate traffic."² The FCC also reaffirmed that "section 251(b)(5) of the Act and [the FCC] rules promulgated pursuant to that provision concern inter-carrier compensation for interconnected *local* telecommunications traffic."³ Based on the FCC's Declaratory Ruling (among other things), it is clear that Internet traffic is not local traffic. With this in mind, Verizon opposes, and reserves the right to deny, the adoption and/or the application of the provisions of the Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation.
7. Should Lightyear attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

Please arrange for a duly authorized representative of Lightyear to sign this letter in the space provided below and return it to the undersigned.

² Declaratory Ruling in FCC CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68 (rel. February 26, 1999), fn. 87. The D.C. Circuit Court has recently asked the FCC to explain more fully its reasoning in arriving at this conclusion in the Declaratory Ruling, but it has not rejected the conclusion. The FCC, moreover, has publicly since reiterated the correctness of its conclusion.

³ *Id.* (emphasis in original).

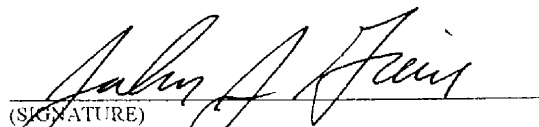
Sincerely,

VERIZON FLORIDA INC.


Steven J. Pitterle
Director – Negotiations
Network Services

Reviewed and countersigned as to points A, B, and C of paragraph 1:

LIGHTYEAR COMMUNICATIONS, INC


(SIGNATURE)
John J Greive
(PRINT NAME)

- c. R. Ragsdale – Verizon
- D. Inscho - Verizon

251/252 AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

GULF COAST COMMUNICATIONS, INC.

FOR THE STATE OF FLORIDA

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251/252 AGREEMENT

This 251/252 Agreement (the "Agreement") is effective upon the date of execution by both Parties as contained on the signature page below ("Effective Date"). 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 Gulf Coast Communications, Inc., in its capacity as a certified provider of local wireline telecommunication services ("Gulf Coast"), with its address for this Agreement at 4016C Barrancas Avenue, Pensacola, FL 32507 (GTE and Gulf Coast being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Florida only (the "State").

RECITALS

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations upon GTE to negotiate in good faith in accordance with Section 252 of the Act, an agreement embodying the terms and conditions of the provision of certain telecommunications services and facilities to Gulf Coast and other terms and conditions that are legitimately related to, and constituting a part of, said arrangements; and

WHEREAS, pursuant to Section 252(a) of the Act, Gulf Coast issued a written request to GTE to enter into said negotiations; and

WHEREAS, the Parties completed good faith negotiations that led to the services and facilities arrangements, including all legitimately related terms and conditions, described herein.

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, and without waiving any reservation of rights set forth herein, GTE and Gulf Coast hereby covenant and agree as follows.

**ARTICLE I
SERVICES AND FACILITIES**

1. Definitions.

Except as otherwise specified herein, the definitions set forth in the Glossary that is attached hereto as Appendix A to Articles I and II shall apply to this Agreement. Additional definitions that are specific to the matters covered in a particular provision may appear in that provision. To the extent that there may be any conflict between a definition set forth on Appendix A and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision and the Article or Attachment in which such provision shall be included.

2. Service and Facility Arrangements.

2.1 Standard Alternatives.

GTE shall provide to Gulf Coast the services and/or facilities below pursuant to the designated service attachment (check all that apply):

<input checked="" type="checkbox"/>	Interconnection Attachment
<input checked="" type="checkbox"/>	Resale Attachment
<input checked="" type="checkbox"/>	UNE Attachment
<input checked="" type="checkbox"/>	Collocation Attachment

This Agreement consists of the designated services and/or facilities Attachment(s), and with respect to each such Attachment, all terms and conditions set forth in Articles I and II. The terms and conditions in a given Attachment together with all such Article I and II terms and conditions are integrally and legitimately related, and shall govern the provision of the designated services and/or facilities by GTE to Gulf Coast.

2.2 Poles, Ducts, Conduits and Rights-of-Way.

To the extent required by the Act, GTE and Gulf Coast shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if GTE and Gulf Coast desire access to the other Party's poles, ducts, or ROWs, GTE and Gulf Coast shall adhere to the terms and conditions of the other Party's applicable tariffs and/or execute separate agreements. Gulf Coast agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to GTE facilities or uses GTE's conduit. Should Gulf Coast attempt to make any such attachments to GTE's facilities or to use GTE's conduit without first entering into such separate agreements, as applicable, then such actions shall constitute a breach of this agreement.

2.3 Directory Listings and Directory Distribution.

2.3.1 Separate Agreement. Except as set forth below, Gulf Coast will be required to negotiate a separate agreement for directory listings and directory distribution, with GTE's directory publication company

2.3.2 Supply of Listing Information. Gulf Coast agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. ordering and billing forum developed), all listing information for Gulf Coast's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including

city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

2.3.3 Distribution. Upon directory publication, GTE will arrange for the initial and secondary distribution of the directory to Gulf Coast Customers in the directory coverage area at no charge. Gulf Coast will supply GTE in a timely manner with all required Customer mailing information including non-listed and non-published Customer mailing information, to enable GTE to perform its distribution responsibilities.

2.4 Directory Assistance (DA) Listing Information.

2.4.1 Definition. DA listing information includes the listed names, addresses and telephone numbers of GTE and authorized LEC Customers, except as otherwise provided herein. DA listing information provided shall indicate whether the Customer is a residence or business Customer. Excluded are listings for restricted LEC lines and non-published listings. GTE DA listing information includes 800/888 listings, non-listed numbers and foreign listings within the GTE franchise.

2.4.2 Availability. GTE will make available to Gulf Coast, at Gulf Coast's request, GTE end-user and authorized LEC DA listing information stored in GTE's DA database for the purposes of Gulf Coast providing DA service to its Customers. GTE shall provide to Gulf Coast, at Gulf Coast's request, DA listing information within sixty (60) Business Days after an order is received for a specific state. The DA listing information will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by Gulf Coast. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. Gulf Coast agrees to pay GTE's standard charges for the initial load and daily updates of GTE's DA listing information, which will be provided upon request. The Parties will work together to identify and develop procedures for database error corrections.

2.4.3 Confidential Information. Such listings shall be confidential information pursuant to Article II, Section 4 and Gulf Coast will use the listings only for its DA services to its Customers. Gulf Coast is not authorized to release GTE's DA listing information to any third party or to provide DA to any other party using GTE DA listing information, including Gulf Coast's Affiliates, subsidiaries or partners, except with the express written permission of GTE. In those instances where Gulf Coast's affiliates, subsidiaries or partners also desire to use GTE's DA listing information, each affiliate, subsidiary or partner must negotiate a separate contract with GTE to obtain the listings. If Gulf Coast uses a third-party DA service for its Customers, Gulf Coast will ensure that such third party likewise treats the listings as confidential information pursuant to Article II, Section 4, and uses them only for Gulf Coast end-user DA. GTE will include Gulf Coast's DA listing information in GTE's DA data base which may be released to third parties which request GTE's DA listing information, unless Gulf Coast provides GTE written notice within sixty (60) Business Days after the effective date of this Agreement that its DA listing information is restricted and should not be released to third parties. In the event that Gulf Coast does properly notify GTE that its DA listing information is restricted, GTE will so advise third parties requesting such information.

2.5 Dialing Format Changes.

GTE will provide reasonable notification to Gulf Coast of changes to local dialing format (i.e. 7-10 digit, by end office).

2.6 E911/911.

Except as provided herein, Gulf Coast will be required to negotiate a separate agreement or order separately pursuant to applicable GTE Tariffs.

3. Operations and Administrative Matters.

3.1 CLEC Profile.

Before orders can be taken, Gulf Coast must complete and return the CLEC Profile, and if required, pay an advance deposit. Gulf Coast will provide GTE with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the GTE Guide located on GTE's WISE website at URL: <http://www.gte.com/wise>. Gulf Coast hereby represents and warrants to GTE that it is a certified provider of telecommunications service or shall obtain that certification prior to placing any orders under this Agreement. Gulf Coast 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.

3.2 GTE Guide.

The GTE Guide is an Internet web site that contains GTE's operating practices and procedures; general information for pre-ordering, ordering, provisioning, repair and billing for resold services and unbundled network elements; and guidelines for obtaining interconnection with GTE's switched network. The Guide is intended to provide general guidelines and operational and administrative assistance to CLECs seeking to order services and facilities pursuant to this Agreement. Such guidelines and operating practices and procedures must be flexible to accommodate changes in the dynamic telecommunications industry, changes to promote increased effectiveness and efficiency, etc. Therefore, GTE reserves the right, upon prior advanced notice to Gulf Coast, to make changes to the Guide. In reserving its right to make changes to the Guide, it is not GTE's intention to discriminate against Gulf Coast's rights under this Agreement. If, in Gulf Coast's opinion, a particular change to the Guide materially and adversely discriminates against Gulf Coast's existing rights under this Agreement, Gulf Coast may so notify GTE. If the Parties cannot resolve Gulf Coast's concerns within a reasonable amount of time, Gulf Coast may invoke the Dispute Resolution provisions in Article II, Section 3 to resolve the matter.

3.3 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.

3.4 Capacity Planning and Forecasting.

Within thirty (30) calendar days from the Effective Date, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to the service and facilities Attachments described above in Section 2. GTE may delay processing Gulf Coast service orders should Gulf Coast not perform its obligations as

specified in this Section 3.4. Such responsibilities shall include but are not limited to the following:

- 3.4.1 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.
- 3.4.2 Gulf Coast will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 3.4.3 If this Agreement includes an Interconnection Attachment, the Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in that Attachment.
- 3.4.4 Gulf Coast 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.

The Parties' compliance with the requirements of this provision shall not constitute a waiver of any rights or obligation either Party may have under Applicable Law relative to the offering and provisioning of services and facilities.

3.5 Electronic Interfaces.

The Parties shall work cooperatively in the implementation of electronic gateway access to GTE Operational Support Systems (OSS) functions in the long-term in accordance with established industry standards. Gulf Coast should refer to the GTE Guide for the current OSS capabilities. The Parties agree that the Change Management Process (CMP) as defined on GTE's WISE website at URL: <http://www.gte.com/wise>, shall govern any change management principles applicable to changes in the OSS interfaces. Gulf Coast may submit a written request to GTE if Gulf Coast desires new or modified electronic interfaces exclusively to meet Gulf Coast's requirements. If such requested electronic interfaces are different from what is Currently Available, GTE may agree, at its sole discretion, to provide such electronic interfaces; provided, however, all costs and expenses associated with the new or modified electronic interfaces shall be paid by Gulf Coast. Gulf Coast shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in the GTE Guide.

3.6 OSS Performance Measures.

- 3.6.1 General. The Parties will provide a level of service to each other with respect to services and facilities under this Agreement in compliance with the non-discrimination requirements of the Act. Performance measures detail the areas of performance to be tracked, reported and audited to evaluate quality of service. The performance measures and related data will be posted monthly on GTE's WISE website at URL: <http://www.gte.com/wise>.
- 3.6.2 Changes. Performance measures to measure quality of service are provisional and subject to continued evolution as driven by the industry and state commissions. When developed and implemented on GTE's WISE website, new or modified performance measures shall be made available to Gulf Coast and shall automatically modify and/or replace the existing performance measures GTE currently makes available to all CLECs.

- 3.6.3 Description. GTE's performance measures are made available on a nationwide basis to all qualifying CLECs. Such performance measures provide for standards to measure the quality of services and facilities offered by GTE within the following major categories:
- 3.6.3.1 Pre-ordering. Pre-ordering activities relate to the exchange of information between GTE and Gulf Coast regarding current or proposed Customer products and services, or any other information required to initiate ordering of service. Pre-ordering encompasses the critical information needed to submit a provisioning order from Gulf Coast to GTE. The pre-order measurement reports the timeliness with which pre-order inquiries are returned to Gulf Coast by GTE.
- 3.6.3.2 Ordering. Ordering activities include the exchange of information between GTE and Gulf Coast regarding requests for service. Ordering includes: (1) the submittal of the service request from Gulf Coast, (2) rejection of any service request with errors and (3) confirmation that a valid service request has been received and a due date for the request assigned. Ordering performance measurements report on the timeliness with which these various activities are completed by GTE. Also captured within this category is reporting on the number of Gulf Coast service requests that automatically generate a service order in GTE's service order creation system.
- 3.6.3.3 Provisioning. Provisioning is the set of activities required to install, change or disconnect a Customer's service. It includes the functions to establish or condition physical facilities as well as the completion of any required software translations to define the feature functionality of the service. Provisioning also involves communication between Gulf Coast and GTE on the status of a service order, including any delay in meeting the commitment date and the time at which actual completion of service installation has occurred. Measurements in this category evaluate the quality of service installations, the efficiency of the installation process and the timeliness of notifications to Gulf Coast that installation is completed or has been delayed.
- 3.6.3.4 Maintenance. Maintenance involves the repair and restoration of Customer service. Maintenance functions include the exchange of information between GTE and Gulf Coast related to service repair requests, the processing of trouble ticket requests by GTE, actual service restoration and tracking of maintenance history. Maintenance measures track the timeliness with which trouble requests are handled by GTE and the effectiveness and quality of the service restoration process.
- 3.6.3.5 Network Performance. Network performance involves the level at which GTE provides services and facilitates call processing within its network. GTE also has the responsibility to complete network upgrades efficiently. If network outages do occur, GTE needs to provide notification so appropriate network management and Customer notification can occur by Gulf Coast. Network performance is evaluated on the quality of interconnection, the timeliness of notification of network outages and the timeliness of network upgrades (code openings) GTE completes on behalf of Gulf Coast.

- 3.6.3.6 Billing. Billing involves the exchange of information necessary for Gulf Coast to bill its Customers, to process the end-user's claims and adjustments, to verify GTE's bill for services provided to Gulf Coast and to allow Gulf Coast to bill for access. Billing measures have been designed to gauge the quality, timeliness and overall effectiveness of GTE billing processes associated with Gulf Coast Customers.
- 3.6.3.7 Collocation. GTE is required to provide to CLECs available space as required by law to allow the installation of CLEC equipment. Performance measures in this category assess the timeliness with which GTE handles Gulf Coast's request for collocation as well as how timely the collocation arrangement is provided.
- 3.6.3.8 Database updates. Database updates for directory assistance/listings and E911 include the processes by which these systems are updated with Customer information which has changed due to the service provisioning activity. Measurements in this category are designed to evaluate the timeliness and accuracy with which changes to Customer information, as submitted to these databases, are completed by GTE.
- 3.6.3.9 Interfaces. GTE provides Gulf Coast with choices for access to OSS pre-ordering, ordering, maintenance and repair systems. Availability of the interfaces is fundamental to Gulf Coast being able to effectively do business with GTE. Additionally, in many instances, Gulf Coast personnel must work with the service personnel of GTE. Measurements in this category assess the availability to Gulf Coast of systems and personnel at GTE work centers.

3.7 Law Enforcement Interface.

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 agencies for installation and information retrieval pertaining to traps, traces, court orders and subpoenas. GTE reserves the right to charge for this service.

3.8 Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate notification signed by Gulf Coast, Gulf Coast shall provide the exclusive interface with Gulf Coast's customers in connection with the marketing or offering of Gulf Coast services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to (1) interface on behalf of Gulf Coast directly with Gulf Coast's current customers, or (2) interface directly with "pending" Gulf Coast customers for the purpose of effectuating a Gulf Coast order for change of service, such personnel shall not identify themselves as representing GTE. For purposes of this section, a "pending" Gulf Coast customer means any GTE customer for whom Gulf Coast has submitted a valid change in service order, but for whom the change in service has yet to be completed. In both such instances, all forms, business cards or other business materials furnished by GTE to Gulf Coast's current or pending customers shall be generic in nature. In no event shall GTE personnel acting on behalf of Gulf Coast pursuant to this Agreement provide information to Gulf Coast customers about GTE products or services unless otherwise authorized by Gulf Coast.

Nothing in this Section 3.8 shall preclude GTE from contacting Gulf Coast's current or pending customers in the normal course of GTE's marketing and sales activities; provided, however, that those GTE wholesale market personnel responsible for

processing requests for customer service records, change in service orders, or other requests by Gulf Coast shall not share any CPNI with GTE's retail sales and marketing personnel in violation of the law or, to the extent required under applicable law, without Gulf Coast's consent.

3.9 Standard Practices.

The Parties acknowledge that GTE has already implemented, and shall be establishing or adopting, some industry standard practices and/or its own standard practices, that are not otherwise specified in this Agreement, to implement the various requirements of its obligations hereunder. Such standard practices are defined as practices that are generally applicable to the CLEC industry as a whole and are not specific to Gulf Coast. Such practices will be administered on a nondiscriminatory basis. Gulf Coast agrees that GTE may implement such industry standard practices to satisfy any GTE obligations under this Agreement.

4. Financial Matters.

4.1 Rates.

4.1.1 Rate Lists. Except as otherwise provided herein, the rate and charge list for a given facility or service ordered hereunder shall be set forth as an Appendix to the facility or service Attachment.

4.1.2 Rate Changes. The rates and charges set forth in the applicable Appendices to this Agreement are permanent and are not subject to change or modification, except as otherwise expressly provided in this Agreement or to the extent that the Eighth Circuit Court of Appeals or any other court or commission of competent jurisdiction overturns, invalidates, stays, vacates or otherwise modifies the total element long run incremental cost (TELRIC) or other methodology from which such rates and charges were derived. In the event the Eighth Circuit or any other Court or Commission of competent jurisdiction overturns, invalidates, stays, vacates or otherwise modifies such methodology, such decision, order or ruling shall apply retroactively to the Effective Date of this Agreement. The Parties further agree that they, in good faith, shall negotiate replacement rates and charges ("new rates") within ninety (90) calendar days of the date upon which such decision, order or ruling is issued, and shall use the new rates to true-up the rates and charges herein from the Effective Date of this Agreement.

The Parties acknowledge that the provisions of this Section 4.1.2 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time, and that in the event that the Eighth Circuit Court of Appeals or any other court or commission of competent jurisdiction issues an order or decision as contemplated in this Section 4.1.2 after this Agreement terminates or expires, either Party may require a true-up of the affected rates or charges based on that order or decision retroactive to the Effective Date of this Agreement. Each Party acknowledges that the other Party may seek to enforce the provisions in this Section 4.1.2 before a commission or court of competent jurisdiction.

4.1.3 TBD Prices. Numerous provisions in this Agreement refer to pricing principles. If a provision references prices and there are no corresponding prices, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to Gulf Coast ordering any such TBD item, the Parties shall meet and confer

to establish a price. If the Parties are unable to reach agreement on a price for such item, a price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a Non-Recurring Charge (NRC) for a specific UNE, the Parties would use the NRC for the most analogous service for which there is an established price.

4.2 Cost Recovery.

GTE shall be entitled to recover all costs it incurs in meeting its obligations under this Agreement. If GTE is required to make expenditures or otherwise incur costs that are not otherwise specifically reimbursed under this Agreement, GTE is entitled to reimbursement from Gulf Coast for all such expenditures and costs. For all such expenditures and costs, GTE shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and a reasonable contribution to GTE's common costs. GTE will provide, at Gulf Coast's request, the explanation of the costs and expenses incurred. If a dispute arises from this process, either Party may use the Dispute Resolution provision described in Article II, Section 3 of this Agreement to resolve the dispute.

4.3 Billing and Payment.

4.3.1 General. Payment for all facilities and services provided hereunder is due thirty (30) calendar days from the bill date. Neither Party will bill the other Party for previously unbilled charges incurred more than one (1) year prior to the current billing date. If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party shall calculate and assess, and the billed Party agrees to pay, at the billing Party's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable state access tariffs, the state retail tariff, or federal 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.

4.3.2 Security. Upon request by GTE, Gulf Coast shall, at any time and from time to time, provide GTE adequate assurance of payment of amounts due (or to become due) to GTE hereunder. Assurance of payment of charges may be requested by GTE if Gulf Coast (a) in GTE's reasonable judgement, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to Gulf Coast by GTE, (c) in GTE's reasonable judgement, at the Effective Date or at any time thereafter, does not have established credit with GTE or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at GTE's request, consist of (i) a cash security deposit in U.S. dollars held in an account by GTE or (ii) an unconditional, irrevocable standby letter of credit naming GTE as the beneficiary thereof and that is otherwise in form and substance satisfactory to GTE from a financial institution acceptable to GTE, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by GTE, for the services, facilities or arrangements to be provided by GTE to Gulf Coast in connection with this Agreement. To the extent that GTE opts for a cash deposit, the Parties

intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable GTE Tariff or by Applicable Law, interest will be paid on any such deposit held by GTE at the higher of the stated interest rate in such Tariff or in the provisions of the Applicable Law. GTE may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to Gulf Coast in respect of any amounts billed hereunder that are not paid within thirty (30) calendar days of the date of the applicable statement of charges prepared by GTE. The fact that a security deposit or a letter of credit is requested by GTE hereunder shall in no way relieve Gulf Coast from compliance with GTE's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to GTE for the services, facilities or arrangements rendered.

- 4.3.3 Billing Disputes. If the billed Party disputes a billing statement issued by the billing Party, the billed Party (the "Non-Paying Party") shall notify the billing Party in writing regarding the specific nature and basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party as specified in Section 4.3.1. The Parties shall diligently work toward resolution of all billing issues. If a dispute arises from this process, either Party may invoke the Dispute Resolution provision described in Article II, Section 3 of this Agreement to resolve the dispute.
- 4.3.4 Information Requirements/Audits. Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Gulf Coast and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement. 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.
- 4.3.5 Impact of Payment of Charges on Service. Gulf Coast is solely responsible for the payment of all charges for all services and facilities furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its Customers' service locations. If Gulf Coast fails to pay when due any and all charges billed to Gulf Coast under this Agreement, including any late payment charges (collectively, "unpaid charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such unpaid charges excepting previously disputed charges for which Gulf Coast may withhold payment, GTE shall notify Gulf Coast in writing that it must pay all unpaid charges to GTE. If Gulf Coast disputes the billed charges, it shall, within seven (7) Business Days, inform GTE in writing of which portion of the unpaid charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If Gulf Coast and GTE are unable, within thirty

(30) Business Days thereafter, to resolve issues related to the disputed charges, then either Gulf Coast or GTE may file a request for arbitration under General Provisions of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if Gulf Coast owes payment it shall make such payment to GTE with any late payment charge from the original payment due date. If Gulf Coast owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. GTE may discontinue service to Gulf Coast upon failure to pay undisputed charges as provided in this Section and shall have no liability to Gulf Coast or Gulf Coast's Customers in the event of such disconnection. If Gulf Coast fails to provide such notification or any of Gulf Coast's Customers fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to Gulf Coast's Customers under GTE's applicable Customer tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to Gulf Coast's Customer, but will be assessed to Gulf Coast.

4.4 Taxes.

- 4.4.1 With respect to any purchase of service under this Agreement, if any federal, state or local government tax, fee, surcharge, or other tax-like charge excluding any tax levied on property or income (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) pursuant to Section 4.3.1, the purchasing Party will remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable governmental authority as required by law.
- 4.4.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is no responsible for the Tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 4.4.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 4.4.4 If applicable law does exclude or exempt a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 4.4.2, will not bill or collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 4.4.7.
- 4.4.5 If applicable law does not exclude or exempt a purchase of services under this Agreement from a Tax, and does not also provide an exemption procedure, then the providing Party will not bill or collect such tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the

providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

- 4.4.6 With respect to any Tax or Tax controversy covered by this Section 4.4, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest.
- 4.4.7 All exemption certificates or other communications required or permitted to be given by Gulf Coast to GTE under this Section 4.4, will be made in writing and will be delivered to GTE's Account Manager for Gulf Coast.

5. Term and Termination.

5.1 Effective Date.

This Agreement will be effective upon the Effective Date set forth at the beginning of this 251/252 Agreement. Subject to the Parties reservation of rights described in Article II, Section 1.4, any modifications to this Agreement required as a result of the Commission review and approval process will be deemed to be effective as of the Effective Date. The Parties agree LSR orders for resold services, INP services, and unbundled network elements will not be submitted or accepted within the first ten (10) Business Days after the Effective Date. In addition, notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

5.2 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 July 15, 2002 ("Termination Date").

5.3 Renegotiation.

If either Party seeks to renegotiate, extend or amend this Agreement, it must provide written notice thereof to the other Party no later than nine (9) months prior to the Termination Date. Any such request shall be deemed by both Parties to be a good faith request for negotiations pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If either Party makes such request, this Agreement may remain in effect for a period not to exceed three (3) months following the Termination Date, for the purpose of incorporating into the new agreement any arbitration decision or related order issued within three (3) months prior to the end of such nine (9) month period.

5.4 Termination Upon Default or Abandonment.

Either Party may terminate this Agreement prior to the Termination Date 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:

5.4.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

5.4.2 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

In addition, this Agreement shall be null and void if Gulf Coast has not placed an order for a service or facility hereunder by one year following Effective Date.

5.5 Termination Upon Sale.

Notwithstanding anything to the contrary contained in this Agreement, a Party may terminate this Agreement as to a specific operating area or portion thereof 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.

5.6 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.

5.7 252(i) Adoptions.

Gulf Coast shall have the right to adopt any publicly filed agreement, or any interconnection, resale, collocation or network element arrangement contained therein, to which GTE is a Party and that has been approved by the Commission for the State pursuant to section 252 of the 1996 Act subsequent to the approval of this Agreement. This right shall be exercised in accordance with, and subject to, the requirements of 47 U.S.C. §252(i) and applicable rules and regulations, including without limitation, the following: (a) Gulf Coast must adopt all of the terms and conditions "legitimately related" to, and thus constituting part of, the requested interconnection, resale, collocation or network element arrangement; (b) GTE shall not be required to provide a given arrangement or agreement to the Gulf Coast if it is either (i) more costly than providing it to the original carrier, or (ii) technically infeasible; (c) to the extent inconsistent with such adopted arrangement or agreement, this Agreement shall be superseded by the adopted arrangement or agreement; and (d) the parties shall document said adoption in writing and make an appropriate filing with the Commission pursuant to applicable procedures.

**ARTICLE II
GENERAL PROVISIONS**

1. Regulatory/Legal Matters.

1.1 Regulatory Approvals.

This Agreement will be submitted to the Commission for approval. Each Party shall be responsible for obtaining and keeping in effect all FCC, 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 sixty (60) days of execution of this Agreement, any contract signatures will no longer be effective.

1.2 Applicable Law/Changes in Law.

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. The terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time this Agreement was produced, and shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. Except as otherwise expressly provided herein, such subsequently prescribed statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings will be deemed to automatically supersede any conflicting terms and conditions of this Agreement. In addition, subject to the requirements and limitations set forth in Section 1.3, to the extent required or reasonably necessary, the Parties shall modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such statute, regulation, rule, ordinance, judicial decision or administrative ruling.

1.3 Severability/Unenforceable Terms.

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 reasonable opinion of either Party, in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency of competent jurisdiction, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may, subject to its obligations under applicable law, terminate this Agreement without penalty or liability upon written notice to the other Party.

1.4 Reservation of Rights.

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, without limitation, matters related to GTE's cost recovery set forth in this Agreement. Moreover, except as expressly provided herein, neither Party waives any right with respect to any position it may take in the future with respect to the establishment of rates, terms and conditions related to the subject matter of this Agreement which may become effective subsequent to the termination of this Agreement. By executing this Agreement, GTE does not waive, and hereby expressly reserves, its rights to continue to assert that: (a) the rates and charges in this Agreement should not become effective until such time

as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides GTE the opportunity to recover its actual costs; and (b) certain provisions of the FCC's First Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") in effect as of the Effective Date or during the term of this Agreement are unlawful, illegal and improper. GTE and Gulf Coast further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC Orders, and thus, except as provided herein, shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify any such FCC Orders. Gulf Coast acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. This Section 1.4 shall survive the termination, expiration, modification or rescission of this Agreement without limit as to time, regardless of the date of said action

1.5 Tariff Offerings.

Some of the services and facilities to be provided to Gulf Coast by GTE in satisfaction of this Agreement may be provided, in whole or part, pursuant to existing GTE tariffs. GTE shall have the right to modify its tariffs subsequent to the Effective Date of this Agreement, and upon written notice to Gulf Coast, such modifications shall automatically apply to such services and facilities. The Parties shall cooperate with one another for the purpose of incorporating such modifications into this Agreement to the extent reasonably necessary or appropriate. Notwithstanding the foregoing, except as otherwise specifically provided herein: (a) GTE shall not have the right to file tariffs for services and facilities that supersede the terms and conditions of this Agreement if the services and/or facilities were not previously provided pursuant to tariff hereunder; unless otherwise ordered by the Commission (pursuant to Applicable Law and not at the request of either Party) and (b) the Parties shall have the right to modify the terms of such GTE tariffs as applied to this Agreement, as reasonably necessary or appropriate to fulfill their obligations under the Act or applicable rules and regulations in connection with the implementation of this Agreement. This section shall apply only to Gulf Coast and shall not be construed as applying to any non-parties.

1.6 Certificate of Operating Authority.

When ordering any service or facility hereunder, Gulf Coast hereby represents and warrants to GTE that it is a certified provider of local dial-tone service. Gulf Coast will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

2. Liability Matters.

2.1 Indemnification.

2.1.1 General Requirement. Subject to the limitations set forth in Section 2.7, each Party (the "Indemnifying Party") shall release, defend, indemnify and save harmless the other Party, its directors, officers, employees, servants, agents, Affiliates, subsidiaries and parent, 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 and against any and all suits, claims, obligations, liabilities, damages, demands, losses, expenses, causes of action and costs, deficiencies, taxes, interest on taxes, or penalties, court costs and reasonable attorneys' fees, injuries, damage, destruction, loss or death to property or persons (including payments made under workers' compensation law or under any plan for employees' disability and death benefits) and actual or

alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, suffered, made, instituted, or asserted by the Indemnified Party or any other party or person, including, without limitation, the Indemnified Party's Customers (collectively, the "Indemnification Claims") which are proximately caused by:

- 2.1.1.1 any breach or nonfulfillment of any representation, covenant, term, condition or agreement on the part of the Indemnifying Party under this Agreement;
- 2.1.1.2 the negligence or willful misconduct of the Indemnifying Party or any of its directors, officers, employees, servants, agents, Affiliates, subsidiaries and parent, regardless of the form of action;
- 2.1.1.3 the installation, maintenance, repair, replacement, presence, engineering, use or removal of the Indemnifying Party's collocation equipment, in GTE's central office(s), wire center(s) or access tandem(s);
- 2.1.1.4 the violation or alleged violation by the Indemnifying Party or any of its directors, officers, employees, servants, agents, Affiliates, subsidiaries and parent of any federal, state, or local law, regulation, permit, or agency requirement; or
- 2.1.1.5 the presence or alleged presence of contamination arising out of the Indemnifying Party's acts or omissions concerning its operations at a GTE Facility.

To the extent the Indemnified Party pays for an indemnifiable loss, cost or expense, or otherwise incurs pecuniary obligations, in satisfaction of, or arising out of or related to any Indemnification Claim, the Indemnifying Party shall also be liable to the Indemnified Party for interest on such payments at the prime rate of the Bank of America, N.A. from the date that the Indemnified Party makes such payments. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

2.1.2 Notice and Claim Procedure.

2.1.2.1 General Requirements. The Indemnified Party: (i) shall give the Indemnifying Party notice (which shall include all facts known to the Indemnified Party giving rise to such right and an estimate of the amount thereof) of the Indemnification Claim and any Third Party Claim (as hereinafter defined) relating to such right promptly after receipt or becoming aware thereof; (ii) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Third Party Claim; (iii) shall not consent to any settlement or compromise of the Third Party Claim without the written consent of the Indemnifying Party (which consent, unless the Indemnifying Party has elected to assume the exclusive defense of such Claim, shall not be unreasonably withheld or delayed); (iv) shall permit the Indemnifying Party, if it so elects, to assume the defense of such Third Party Claim (including, except as provided below, the compromise or settlement thereof) at its own cost and expense, *provided, however*, that in such event the Indemnified Party shall have the right to approve the Indemnifying Party's choice of legal counsel, which approval shall not be unreasonably withheld; and (v) shall cooperate in every reasonable

way to facilitate defense or settlement of claims. For the purposes of this Agreement, "Third Party Claim" shall mean any Indemnification Claim by any third party.

2.1.2.2 Consultation and Consent. If the Indemnified Party (i) fails to notify or to consult with the Indemnifying Party with respect to any Third Party Claim in accordance with subparagraph (a)(i) or (a)(ii) above (which failure shall have a material and adverse effect upon the Indemnifying Party); or (ii) consents to the settlement or compromise of any Third Party Claim without having received the written consent of the Indemnifying Party (unless, if the Indemnifying Party has not elected to assume the defense of such Claim, the consent of the Indemnifying Party is unreasonably withheld or delayed), then the Indemnifying Party shall be relieved of its indemnification obligation with respect to such Third Party Claim under this Agreement.

2.1.2.3 Defense of Claim. If the Indemnifying Party elects to assume the defense of any Third Party Claim pursuant to this Agreement, it shall notify the Indemnified Party in writing of such election. The Indemnifying Party shall not compromise or settle any such Third Party Claim without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed).

2.1.3 Intellectual Property Exception. 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.

2.2 Environmental Responsibility.

2.2.1 General Requirements. Gulf Coast shall:

2.2.1.1 comply with all laws regarding the handling, use, transport, storage, and disposal of, and be responsible for all hazards created by and damages or injuries caused by, any materials brought to or used at the GTE Facility by Gulf Coast;

2.2.1.2 ensure all activities conducted by Gulf Coast at the GTE 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;

2.2.1.3 cause its invitees, agents, employees, and contractors 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;

2.2.1.4 ensure that no substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility;

- 2.2.1.5 demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility;
- 2.2.1.6 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, when conducting operations in any GTE manhole or vault area;
- 2.2.1.7 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, including, without limitation, 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;
- 2.2.1.8 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 Gulf Coast with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, re-mediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements;
- 2.2.1.9 ensure that activities impacting safety or the environment of a Right of Way (ROW) are harmonized with the specific agreement and the relationship between GTE and the land owner; and
- 2.2.1.10 comply with any limitations associated with a ROW, including limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

GTE shall not be responsible for any costs incurred by Gulf Coast in meeting its obligations under this Section.

- 2.2.2 Required Notices. GTE and Gulf Coast shall provide to each other specific notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility and 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. If Gulf Coast discovers Third Party Contamination at a GTE Facility, Gulf Coast will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude Gulf Coast from complying with an applicable reporting requirement. GTE and Gulf Coast 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 Gulf Coast shall develop a cost sharing procedure.
- 2.2.3 Use of GTE Permits. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to Gulf Coast after a complete and proper request by Gulf Coast 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, Gulf Coast 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.

- 2.2.4 No Warranty. The Parties acknowledge and agree that: (a) nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that Gulf Coast's use of GTE's permits, approvals, or identification numbers or compliance with GTE's practices/procedures, this Agreement or GTE's directions or recommendations, will achieve compliance with any applicable law; and (b) such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

2.3 Insurance.

- 2.3.1 Coverage Limits. Gulf Coast shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

2.3.1.1 Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.

2.3.1.2 Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (a) above.

2.3.1.3 All Risk Property coverage on a full replacement cost basis insuring all of Gulf Coast's real and personal property located on or within GTE wire centers. Gulf Coast 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.

2.3.1.4 Statutory Workers Compensation coverage.

2.3.1.5 Employers Liability coverage in an amount of \$500,000 each accident.

2.3.1.6 Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary, the coverage requirements described in Sections 2.3.1.3 – 2.3.1.6 above shall only be required if Gulf Coast orders collocation services pursuant to a Collocation Attachment. The minimum amounts of insurance required in this section, may be satisfied by Gulf Coast purchasing primary coverage in the amounts specified or by Gulf Coast buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at Gulf Coast's option, so long as the total amount of insurance meets GTE's minimum requirements. The limits of the insurance policies obtained by Gulf Coast as required above shall in no way limit Gulf Coast's liability to GTE should Gulf Coast be liable to GTE under the terms of this Agreement or otherwise.

- 2.3.2 Deductibles. Any deductibles, self-insured retentions (SIR), loss limits, retentions, etc. (collectively, "Retentions") must be disclosed on a certificate of insurance provided to GTE, and GTE reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of the Gulf Coast.
- 2.3.3 Additional Insureds. GTE and its affiliates (which includes any corporation controlled by, controlling or in common control with GTE Corporation) their respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by Gulf Coast. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that GTE has secured to protect itself. All of the insurance afforded by the Gulf Coast shall be primary in all respects, including Gulf Coast's Umbrella/Excess Liability insurance. GTE's insurance coverage shall be excess over any indemnification and insurance afforded by Gulf Coast and required hereby.
- 2.3.4 Waiver of Subrogation Rights. Gulf Coast waives and will require all of its insurers to waive all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.
- 2.3.5 Evidence of Insurance. All insurance must be in effect on or before GTE authorizes access by Gulf Coast employees or placement of Gulf Coast equipment or facilities within GTE premises and such insurance shall remain in force as long as Gulf Coast's facilities remain within any space governed by this Agreement. If Gulf Coast fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from Gulf Coast. Failure to make a timely reimbursement will result in disconnection of service. Gulf Coast agrees to submit to GTE a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth hereinabove are in effect, and that GTE will receive at least thirty (30) calendar days notice of policy cancellation, expiration or non-renewal. At least thirty (30) days prior to the expiration of the policy, GTE must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At GTE's request, Gulf Coast shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that GTE has been named as an additional insured, prior to commencement of any service. In no event shall permitting Gulf Coast access be construed as a waiver of the right of GTE to assert a claim against Gulf Coast for breach of the obligations established in this section.
- 2.3.6 Compliance Requirements. Gulf Coast shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming GTE (including GTE Corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, Gulf Coast shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At GTE's request, Gulf Coast shall supply to GTE copies of such certificates of

insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. Gulf Coast must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed to or shall hereafter agree to.

2.4 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of Gulf Coast connected with the services, facilities or equipment of GTE pursuant to this Agreement shall not interfere with or impair service over any facilities of GTE, 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 GTE's facilities or create hazards to the employees of GTE or to the public (each hereinafter referred to as an "Impairment of Service"). If Gulf Coast causes an Impairment in Service, GTE shall promptly notify Gulf Coast 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. GTE and Gulf Coast agree to work together to attempt to promptly resolve the Impairment of Service. If the Gulf Coast is unable to promptly remedy the Impairment of Service, then GTE may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

2.5 Fraud.

Gulf Coast assumes responsibility for all fraud associated with its Customers and accounts. GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to Gulf Coast's account in cases of fraud.

2.6 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, 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.

2.7 Limitation of Liability.

Each Party's liability under this agreement to the other Party, whether direct or otherwise arising out of the duty to indemnify against a third-party under this Section 2, all whether in contract, tort or otherwise, shall be limited to direct damages, and except with respect to Indemnification Claims relating to personal injury, environmental, fraud or collocation matters, said liability shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, 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, consequential, special, punitive or exemplary damages, including, but not limited to, interruption of service or designated facilities, economic loss or lost business, revenues or profits, loss of AC or DC power, HVAC interruptions, 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, even if the Party has been advised of the possibility

of the same. 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.

2.8 Inapplicability of Tariff Liability.

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

2.9 Gulf Coast Tariffs or Contracts.

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

2.10 No Liability for Errors.

GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of customers to Gulf Coast for any ongoing Gulf Coast service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Gulf Coast shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including Gulf Coast's customers or employees. For purposes of this Section 2 mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

2.11 Unlawful Use of Service.

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

court, then upon request of Gulf Coast and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

3. Dispute Resolution.

3.1 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, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:

3.1.1 An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;

3.1.2 A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Article II, Section 1; and

3.1.3 A suit to compel compliance with this dispute resolution process.

Any such actions, disputes, controversies or claims may be pursued by either Party before any court, commission or agency of competent jurisdiction.

3.2 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 or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.

3.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted by either Party or both Parties (with a copy provided to the other Party) 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 shall be deemed final, binding and nonappealable and may be entered in any court having jurisdiction.

3.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 3.2 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).

3.5 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.

3.6 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 I, Section 4.3 of this Agreement.

4. Confidential Information.

4.1 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, the following shall be deemed Confidential Information for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary: (a) preorders and all orders for services or UNEs placed by Gulf Coast pursuant to this Agreement, and information that would constitute Customer proprietary network information of Gulf Coast end-user Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Gulf Coast Customers, whether disclosed by Gulf Coast to GTE or otherwise acquired by GTE in the course of its performance under this Agreement; and (b) all information of a competitive nature provided to a Party in connection with collocation or known to the

Party as a result of access to GTE's wire center(s), central office(s) or access tandem(s) or as a result of the interconnection of Gulf Coast's equipment to GTE's facilities.

4.2 Handling.

In order to protect Confidential Information from improper disclosure, each Party shall not use or disclose and shall hold in confidence Confidential Information and hereby agrees:

- 4.2.1 That all Confidential Information shall be and shall remain the exclusive property of the source;
- 4.2.2 To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- 4.2.3 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;
- 4.2.4 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;
- 4.2.5 Upon the source's request, to return or destroy promptly any copies of such Confidential Information at its request; and
- 4.2.6 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.

4.3 Exceptions.

These obligations shall not apply to any Confidential Information that: (a) was legally in the recipient's possession prior to receipt from the source; (b) was received in good faith from a third party not subject to a confidential obligation to the source; (c) now is or later becomes publicly known through no breach of confidential obligation by the recipient; (d) was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source; (e) or 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. GTE reserves the right to provide to any information service provider a list of any and all telecommunications providers doing business with GTE. Nothing in this Section 4 is intended to expand or limit the Parties' rights and obligations under Section 222 of the Act.

4.4 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.

5. Miscellaneous.

5.1 Binding Effect.

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

5.2 Consent.

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

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Headings.

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

5.8 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.

5.9 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.

5.10 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.

5.11 Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, 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, *provided, however*, that any such notice shall be confirmed via personal delivery, regular U.S. Mail or certified mail/courier service. 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

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 Gulf Coast:

Gulf Coast Communications, Inc.
Attention: Mr. Christopher P. Bovert
4016C Barrancas Avenue
Pensacola, FL 32507
Telephone number: 850/453-9399
Facsimile number: 850/453-9302
Internet Address: expocola@dotstar.net

5.12 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 Gulf Coast.

5.13 Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. All references to sections, exhibits, attachments, appendices, etc. shall be deemed to be references to sections, exhibits, attachments, appendices, etc. of this Agreement, as amended or superseded from time to time, unless the context shall otherwise require. Each Party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff or any schedule, exhibit or appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. The fact that a condition, right, obligation, or other terms appears in this Agreement, but not in any such applicable tariff or any such schedule, exhibit or appendix hereto, shall not alone be interpreted as, or alone be deemed grounds for finding, a conflict.

5.14 Section References.

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

5.15 Attachments.

All attachments, appendices, exhibits and schedules attached hereto are deemed to be an integral part of this Agreement, and all references to the term Agreement herein shall be deemed to include such attachments, appendices, exhibits and schedules.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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 Gulf Coast has not relied on GTE counsel, pursuant to this Agreement.

5.22 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.

(THIS PAGE IS INTENTIONALLY LEFT BLANK—RESERVED FOR FUTURE USE)

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement effective on the Effective Date described above.

GTE FLORIDA INCORPORATED

GULF COAST COMMUNICATIONS, INC.

By Connie Nicholas

By Christopher P. Barent

Name Connie Nicholas

Name Christopher P. Barent

Title Assistant Vice President
Wholesale Markets-Interconnection

Title President

Date 5/8/00

Date 4/28/2000

APPROVED BY LEGAL DEPT.	
<u>TBR</u>	<u>4.18.00</u>
ATTORNEY	DATE

**APPENDIX A TO ARTICLES I & II
GLOSSARY**

911 Service

A universal telephone number which gives the public direct access to the Public Safety Answering Point (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.

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.

Act

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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. For purposes of this paragraph, the term "own" means an equity interest (or the equivalent thereof) of more than ten percent.

Answer Supervision

An off-hook supervisory signal.

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, and are applicable to each Party's performance of its obligations hereunder.

As-Is Transfer (AIT)

The transfer of all Telecommunications Services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR).

Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing Customer location information (including name, address, telephone number, and sometimes-special information from the local service Provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to Automatic Number Identification (ANI) from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point (PSAP) to route the call.

Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE which defines the industry standard for message recording.

Automatic Number Identification (ANI)

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

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).

Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from End-Users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

Bona Fide Request (BFR)

A process for Gulf Coast to request certain services, features, capabilities or functionality, associated with unbundled network elements, that are not currently offered in the Agreement.

Business Day

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

Central Office Switch

A switch used to provide telecommunications services including but not limited to (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).

Centralized Message Distribution System (CMDS)

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

CLLI Codes

Common Language Location Identifier Codes.

Commission

Florida Public Service Commission.

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.

Competitive Local Exchange Carrier (CLEC)

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

Compliance

Environmental and safety laws and regulations 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.

Conversation Time

The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

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.

Customer

A third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties, or by another Telecommunications Service provider, and does not resell it to others.

Customer Service Record Search

Applied to LSR when CLEC requests a Customer service record search prior to account conversion from GTE or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop and/or port basis.

Dedicated Transport

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport or IDT) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.

Disconnect Supervision

An on-hook supervisory signal end at the completion of a call.

DS-1 or Digital Signal Level

A service transmitted at digital signal rate of 1.544 Mbps in the first level signal of the time-division multiplex hierarchy.

DS-3 or Digital Signal Level 3

A service transmitted at digital signal rate of 44.736 Mbps, in the third-level signal of the time-division multiplex hierarchy.

Electronic File Transfer

A system or process that utilizes an electronic format and protocol to send/receive data files.

End Office Switches

Switches that are Class 5 switches from which end-user Exchange Services are directly connected and offered.

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.

E-911 Service

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

Exchange Message Interface (EMI)

Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, nonbillable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. GMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

Exchange Access

The offering of access to telephone exchange services or facilities for the purpose of the origination or termination of the telephone toll services.

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.

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 II, Section 2.2.

FCC

The Federal Communications Commission, or any successory agency of the United States government; provided such succession has assumed such duties and responsibilities of the former FCC.

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 II, Section 2.2).

GTE Guide

The GTE internet web site which contains GTE's operating practices and procedures and general information for pre-ordering, ordering, provisioning, repair and billing for resold services and unbundled elements and guidelines for obtaining interconnection with GTE's switched network.

GTOC

GTE Telephone Operating Company.

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.

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.

Initial Service Order

A charge applied to each LSR of Unbundled Loops and/or Ports with the exception of Subsequent Service Order changes to existing CLEC accounts.

Interconnection Facility

See "Internetwork Facilities".

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.

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 InterLATA and/or IntraLATA long distance communications services within the State.

Internet Traffic

Traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

Interim Number Portability (INP)

The delivery of Local Number Portability (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.

InterLATA

Telecommunications services between a point located in a local access and transport area and a point located outside such areas.

Internetwork Facilities

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access.

IntraLATA

Telecommunications services that originate and terminate at a point within the same local access and transport area.

ISDN User Part (ISUP)

A part of the SS7 protocol that defines call setup messages and call takedown messages.

Line Information Data Base (LIDB)

One or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

Line Side

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

Local Access and Transport Area (LATA)

A contiguous geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA. Established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than one

metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree dated August 24, 1982; or established or modified by a Bell operating company after such date of enactment and approved by the FCC.

Local Exchange Carrier (LEC)

Any person that is engaged in the provision of telephone Exchange Service or Exchange Access.

Exchange Routing Guide (LERG)

The Telcordia Technologies reference customarily used to identify NPANXX routing and homing information, as well as network element and equipment designation.

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.

Local Service Request (LSR)

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.

Local Traffic

For purposes of compensation between the Parties, Local Traffic is GTE Traffic that terminates to Gulf Coast and Gulf Coast traffic that terminates to GTE, that is within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling arrangement is an arrangement that provides End-Users a local calling scope, i.e. Extended Area Service (EAS), beyond their basic exchange serving area. The Parties agree that the points of call origination and termination shall be used to determine Local Traffic, and agree to use the Rate Center assignments of the calling and called NPA/NXX's as shown in the LERG to make such determination. 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 does not include Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, in addition to, but not limited to, it excludes Internet traffic, 900/976, etc., and Internet Protocol (IP) based voice or fax telephony.

Loop Facility Charge

A charge applied to LSRs when fieldwork is required for establishment of unbundled loop service. Applied on a per LSR basis.

Main Distribution Frame (MDF)

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system

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 the effective access tariffs.

Mid-Span Fiber Meet

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.

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 [BellCore] 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.

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 [BellCore] Telcordia Technologies as Special Report SR-STC-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

Network Interface Device (NID)

The GTE provided interface terminating GTE's telecommunication network on the property where the customer's End-User service is located at a point determined by GTE. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to GTE's network. The point of demarcation between the End-User's inside wiring and GTE's facilities.

North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands that employ NPA 809. The format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

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 that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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. It is the first three digits of a seven-digit telephone number.

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 II, Section 2.2).

Party/Parties

GTE and/or Gulf Coast.

Provider

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

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.

Public Switched Telecommunications Network (PSTN)

The worldwide voice telephone network accessible to all those with telephones and access privileges. In the U.S., formerly known as the "Bell System network" or the "AT&T long distance network".

Rate Center

The specific geographic point and corresponding exclusive 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.

Right-of-way (ROW)

The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

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.

Service Control Point (SCP)

The node in the Common Channel 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 and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

Service Switching Point (SSP)

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

Shared Transport

The physical interoffice facility not dedicated to any one Customer, which is used to transport a call between switching offices. A central office switch translates the End-User dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any End-User (GTE End-User or Gulf Coast End-User when Gulf Coast has purchased unbundled local switching), and are referred to as "shared transport facilities".

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.

Signaling System 7 (SS7)

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

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. It provides SS7 Network Access and performs SS7 message routing and screening.

Subsidiary

A corporation or other legal entity that is majority owned by a Party.

Subsequent Service Order

Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.

Synchronous Optical Network (SONET)

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

Switched Exchange 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 including but not limited to: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800, 888 and 900 access services.

Tandem Office Switches

Switches that are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches.

Telcordia Technologies

Formally known as BellCore, 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.

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.

Telephone Exchange Service

(1) Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge; or (2) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

Third Party Contamination

Environmental pollution that is not generated by the LEC or Gulf Coast but results from off-site activities impacting a facility.

Transfer of Service

A charge applied to LSR's that involve account changes (e.g., CLEC to CLEC transfers, DA & CPE billing changes on Unbundled Ports).

Trunk Side

Refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another Central Office Switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

Unbundled Network Element (UNE)

Generally a facility or equipment used in the provision of a Telecommunications Service. Specific references to UNEs contained throughout this Agreement shall be to the network elements that are to be unbundled pursuant to the UNE Attachment.

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 customary usage in the telecommunications industry as of the effective date of this Agreement.

Vertical Features (including CLASS Features)

Vertical services and switch functionalities provided to GTE's retail customers, including but not limited to: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

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 Exchange Access Services, are located.

INTERCONNECTION ATTACHMENT

1. General.

This Interconnection Attachment (Attachment) together with Articles I and II, sets forth the terms and conditions under which GTE and Gulf Coast will interconnect their networks for the transmission and mutual exchange of telephone exchange and exchange access traffic. This Attachment governs the provision and compensation of internetwork facilities (i.e., physical interconnection services and facilities), switched transport, and switched termination for Local, IntraLATA Toll, and optional EAS traffic. This Attachment also sets forth the terms and conditions under which GTE and Gulf Coast will provide the Meet-Point Billing (MPB) of jointly provided Interexchange Carrier (IXC) access between GTE and Gulf Coast. The interconnection services and facilities described in this Attachment shall be referred to herein collectively as "Services" and individually as "Service."

2. Service Arrangements Provided Under this Attachment.

2.1 Transport and Termination of Traffic.

The Parties shall reciprocally terminate Local, IntraLATA Toll, and optional EAS traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided herein in Section 2.3 or Section 2.5, respectively. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party ILECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 5.5 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

2.2 Tandem Switched Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's tandem, as well as for traffic between either Party's Customers and any third party which is interconnected to the other Party's tandems.

2.3 Direct Network Interconnection.

Gulf Coast may interconnect with GTE on its network at any of the minimum points required by the FCC that are Currently Available in GTE's existing network. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree 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 Gulf Coast in all circumstances to install network interconnections within one hundred twenty (120) calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

2.3.1 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.

2.3.1.1 A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility interconnection at a designated manhole or junction location. The

Interconnection Point (IP) is the demarcation between ownership of the fiber transmission facility. Each Party is individually responsible for its incurred costs in establishing this arrangement.

2.3.1.2 A collocation arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs, except as provided in the Collocation Attachment.

2.3.1.3 A special access arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

2.3.2 The Parties will mutually designate at least one Interconnection Point (IP) on GTE's network within each tandem serving area for the exchange of Local Traffic.

2.4 Trunking Requirements.

In accordance with Article I, Section 3.4, 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.

2.4.1 Switching Center Trunking. 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.

2.4.2 CLEC End-User Trunking. Gulf Coast shall make available to GTE trunks over which GTE shall terminate to Customers of Gulf Coast-provided Exchange Services, Local Traffic, intraLATA toll or optional EAS traffic originated from Customers of GTE-provided Exchange Service

2.4.3 Traffic Trunking. Gulf Coast and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Gulf Coast and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic, intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Gulf Coast to originate and terminate exchange access traffic used to provide Switched Access Service to IXCs. To the extent Gulf Coast desires to have any IXCs originate or terminate switched access traffic to or from Gulf Coast using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of Gulf Coast to arrange for such IXC to issue an Access Service Request ("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 Gulf Coast. If the IXC subsequently indicates that it does not want the traffic routed to or from Gulf Coast, GTE will not route the traffic.

2.4.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

2.4.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the tandem or to those wireless service providers that directly subtend the tandem.

2.4.3.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

2.4.4 End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a Gulf Coast end office and a GTE end office.

2.5 Indirect Network Interconnection.

The Parties agree that to the extent they exchange traffic through a third party's tandem, compensation arrangements will be established between the Parties in accordance with Section 5.4 below.

2.6 Number Portability (NP).

2.6.1 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 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 Attachment and made a part of this Agreement. Gulf Coast shall provide INP to GTE at the rates specified for Gulf Coast in Appendix B.

2.6.2 If a Party wishes to use DID to provide INP to its Customers, a dedicated truck group is required between the GTE end office where the DID numbers are served into the Gulf Coast switch. If there are no existing facilities between GTE and the Gulf Coast, the dedicated facilities and transport trunks will be provisioned as unbundled service using the ASR provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using a Local Service Request ("LSR"). Gulf Coast may purchase DID trunk service from GTE's tariff.

2.6.3 Local Number Portability (LNP). The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

2.6.3.1 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of an INP providing switch to commercially available LNP, and that a reasonable period of time is ninety (90) calendar days unless otherwise negotiated.

2.6.3.2 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.

2.6.3.3 When Gulf Coast ports a telephone number to a Gulf Coast switch, Gulf Coast will order meet point trunks to the access tandem which the

NPA/NXX of the ported number subtends for terminating feature group D switched access traffic, as shown in the LERG.

- 2.7 Meet-Point Billing (MPB). The Parties may mutually establish 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 5.4.4 for INP.

3. Operations Matters.

3.1 Service Ordering.

Gulf Coast initiates orders to establish, add, change or disconnect trunk-side interconnection services by sending an ASR to GTE. Gulf Coast should submit ASRs to GTE through on-line applications or electronic files. Gulf Coast will order services for INP and LNP by sending a LSR to GTE. Gulf Coast should submit LSRs to GTE through an electronic interface or via facsimile (fax). The ordering process is described in the GTE Guide. The ASR and/or LSR will be reviewed by GTE for validation and correction of errors. Errors will be referred back to Gulf Coast. Gulf Coast then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR/LSR.

3.2 Trunk Provisioning.

3.2.1 Trunk Connections. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS1 or multiple DS-1 level, DS-3, or where technically available, Synchronous Optical Network ("SONET"), and shall be jointly-engineered to the appropriate industry grade of service standard such that the overall probability of call blockage does not exceed B.01.

3.2.2 Grooming. Gulf Coast 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 the appropriate industry grades of service standard B.01 (end office connection) or B.005 (tandem connection). Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

3.2.3 Signaling. SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

3.2.4 ESF Facilities. 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.

3.2.5 64kbps Channel. The Parties will support intercompany 64kbps clear channel where available.

3.3 Trunk Forecasting.

3.3.1 Joint Forecasting. The Parties will develop joint forecasting of trunk groups in accordance with Article I, Section 3.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

3.3.1.1 yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and

3.3.1.2 the use of (i) CLCI• MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

3.3.2 Major Network Projects. Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 3.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.3.3 Forecast Reviews. Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

3.3.4 Trunk Facility Underutilization. At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 3.2.2. When a condition of excess capacity is identified, GTE will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the Customer for possible network efficiency adjustment.

3.4 Network Redesigns Initiated by GTE.

GTE will not charge Gulf Coast when GTE initiates its own network redesigns/reconfigurations.

3.5 Routing Points.

When Gulf Coast submits an ASR requesting trunks for the exchange of Gulf Coast traffic, the ASR must reflect the NPA/NXX(s) associated with the trunks being ordered. Unless specified on the Additional NXX Code Opening form, subsequent NXXs of Gulf Coast will be routed in the same manner as the initial NXXs.

3.6 Common Channel Signaling.

3.6.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via 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 3.6. 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 database queries) will be jointly negotiated and agreed upon.

- 3.6.2 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).
- 3.6.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 3.6.4 Connection Through Signal Transfer Point (STP). Gulf Coast 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 Line Information Data Base (LIDB) shall, consistent with this section, take place only through appropriate STP pairs.
- 3.6.5 Third Party Signaling Providers. Gulf Coast 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 Gulf Coast 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.
- 3.6.6 MultiFrequency Signaling. In the case where CCS is not available, in band Multi-Frequency (MF), wink start, and 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.

3.7 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 Customers. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

4. Technical/Regulatory Requirements and Restrictions.

4.1 Interconnection Calling Scopes.

- 4.1.1 GTE Tandem Interconnection calling scope (terminating usage from Gulf Coast) is to those GTE end offices which subtend the GTE tandem to which the connection is made except as provided for in Section 4.2.
- 4.1.2 GTE End Office Interconnection calling scope (terminating usage from Gulf Coast) is only to the end office and its remotes to which the connection is made.

4.2 Inter-Tandem Switching.

The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either Gulf Coast 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 Automated Message Accounting ("AMA") record standards which shall support the recognition of multiple tandem switching events.

4.3 Number Resources.

4.3.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Gulf Coast's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Gulf Coast shall be made directly to the NANP Number Plan Administrator. GTE shall not be responsible for the requesting or assignment of number resources to Gulf Coast. The Parties agree that disputes arising from numbering assignment shall be resolved by the NANP Number Plan Administrator. Gulf Coast shall not request number resources to be assigned to any GTE switching entity.

4.3.2 Numbering/Dialing Arrangement Changes. 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.

4.4 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, Gulf Coast shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and, unless otherwise ordered by the Commission, shall assign whole NPA-NXX codes to each Rate Center within which Gulf Coast is providing Local Exchange Service.

4.5 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

4.6 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the Local Exchange Routing Guide ("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.

4.7 Maintenance of Tariffs.

Gulf Coast 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 any Meet-Point Billing arrangement between the Parties entered into pursuant to this Agreement, including MPB percentages.

5. Financial Matters.

5.1 Rates and Charges.

The receiving Party agrees to pay to providing Party the rates and charges for the Services described in the applicable Appendices to this Attachment, which constitutes part of this Agreement. Rates and charges for transport and termination of traffic are set forth in Appendix A attached to this Attachment and made a part of this Agreement. Rates and charges for INP using RCF are set forth in Appendix B attached to this Attachment and made a part of this Agreement.

5.2 Billing.

The providing Party shall render to receiving Party 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.

5.3 Billing Specifications.

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

5.3.1 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.

5.3.2 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.

5.3.3 In the event detailed billing records are not available (e.g. indirect interconnection), summary billing reports may be utilized.

5.4 Compensation For Exchange Of Traffic.

5.4.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' Customers in accordance with Section 5.4 . 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.

- 5.4.2 PLU Factors. Gulf Coast and GTE will reciprocally provide Percent Local Usage ("PLU") factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on local interconnection trunks. PLU's shall be reported in whole numbers only. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The Parties agree to the initial PLU factor as set forth in Appendix A.
- 5.4.3 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' 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, pursuant to Article II, Section 5.1.1, 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 sixty (60) percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence on a going forward basis pursuant to the rates set forth in Appendix A and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in Section 5.4 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.
- 5.4.4 Compensation for Terminating Access Charges on Calls to Ported Numbers via RCF. 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.
- 5.4.4.1 As part of the revenue sharing arrangement described in Section 5.4.4 the number of lines per ported number that are subject to compensation will be determined at the time the 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.
- 5.4.4.2 As part of the revenue sharing arrangement described in Section 5.4.4 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.

5.4.4.3 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 5.4.4 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

5.4.4.4 As part of the revenue sharing arrangement described in Section 5.4.4 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.

5.4.4.5 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.

5.5 Tandem Switched Traffic.

The Parties shall compensate each other for tandem switched traffic as follows:

5.5.1 Compensation Arrangements. The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to a 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. The originating Party also assumes responsibility for compensation to the company which terminates the call.

5.5.2 Third-Party Providers. The Parties agree to enter into their own agreements with third-party providers. In the event that Gulf Coast sends traffic through GTE's network to a third-party provider with whom Gulf Coast does not have a traffic interexchange agreement, then Gulf Coast agrees to indemnify GTE for any termination charges rendered by a third-party provider for such traffic.

5.6 Compensation for Internetwork Facilities.

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.

5.6.1 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. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection

arrangements, e.g., Optical Networking or MetroLAN. DS1 facility 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. Gulf Coast will charge flat rated transport (i.e. non-usage sensitive) to GTE for Gulf Coast facilities used by GTE at tariffed rates or as mutually agreed. Gulf Coast will apply charges based on the lesser of; (i) the airline mileage from the IP to the Gulf Coast switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

- 5.6.2 Collocation. GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff, unless otherwise specified in this Agreement. Gulf Coast 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. Gulf Coast will apply charges based on the lesser of (i) the airline mileage from the IP to the Gulf Coast switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
- 5.6.3 Special Access. GTE will charge special access rates from the applicable GTE intrastate access tariff. DS1 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. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection arrangements, e.g., Optical Networking or MetroLAN.

5.7 Meet-Point Billing (MPB) and Exchange Access Service.

- 5.7.1 Billing. As detailed in the MECAB document, Gulf Coast 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 Gulf Coast and GTE via the meet-point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.
- 5.7.1.1 Gulf Coast and GTE will exchange all information necessary to enable each Party to transmit usage data to the other Party. Subsequent to the exchange of transmission information, the tandem Party, as the subsequent billing company (SBC), will provide the end office Party, as the initial billing company (IBC), detailed Exchange Access usage data (EMI Category 11-01) within thirty (30) calendar days of the end of the billing period. The IBC will perform its responsibilities as defined by MECAB, and will provide to the SBC summary usage data (EMI Category 11-50) within ninety (90) calendar days of the detail recording, or within ten (10) business days after the date that the IBC renders a bill to the IXC(s), whichever date is sooner.
- 5.7.1.2 Gulf Coast 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.
- 5.7.2 Compensation. Initially, billing to Access Service Customers for the Switched Access Services jointly provided by Gulf Coast 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 Access Service Customer

for the portion of service it provided at the appropriate tariff, or price list.

Subsequently, Gulf Coast 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 Gulf Coast 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.

**APPENDIX A TO THE INTERCONNETON ATTACHMENT
RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC**

General. The rates contained in this Appendix A are the rates as defined in the Interconnection Attachment 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 **\$0.0039992**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0034880**.
- 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 **\$0.0000059**.
- D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0000559**.

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

Tandem Switching:	=	\$0.0034880
Tandem Transport (10 mile average): 10 x \$0.0000059	=	\$0.0000590
Transport Termination (2 Terminations): 2 x \$0.0000559	=	\$0.0001110
Transiting Charge:	=	\$0.0036580

F. Initial Factors:

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

**APPENDIX B TO THE INTERCONNECTION ATTACHMENT
RATES AND CHARGES FOR INTERIM NUMBER PORTABILITY USING RCF**

General. The rates contained in this Appendix B are as defined in the Interconnection Attachment, 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.

Interim Number Portability

Remote Call Forwarding	\$ 5.10 line/month
Simultaneous Call Capability	\$ 3.10 path/month

Non-Recurring Charges (NRCs) for Interim Number Portability

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.09
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Ordering and Provisioning

Initial Service Order	\$ 41.58
Subsequent Service Order	\$ 29.73
Manual Ordering Charge	\$ 12.17

Custom Handling (Applicable to both INP and LNP)

Service Order Expedite	\$ 12.59
Coordinated Conversion	\$ 17.76
Hot Coordinated Conversion First Hour	\$ 30.55
Hot Coordinated Conversion Per Additional Quarter Hour	\$ 6.40

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Gulf Coast orders any service from this Agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not apart of a Unbundled Network Element (UNE) ISO.

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

Manual Ordering Charge applies to orders that require GTE to manually enter Gulf Coast's order into GTE's Secure Integrated Gateway System (SIGS), e.g faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Gulf Coast requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if Gulf Coast requests notification and coordination of service cut-over prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.

Hot Coordinated Conversion First Hour applies if Gulf Coast requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.

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

Business Rate Per Line Per Month: \$ 3.51

Residential Rate Per Line Per Month: \$ 2.77

RESALE ATTACHMENT

1. General.

This Resale Attachment (Attachment), together with Articles I and II, defines the Telecommunication Services (including exchange Services, related Vertical Features and other services that may be purchased from GTE and resold by Gulf Coast) and sets forth the terms and conditions applicable to such resold services. Except as specifically provided otherwise in this Agreement, provisioning of exchange Services for resale will be governed by the GTE Guide. GTE will make available to Gulf Coast for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to Customers that are not telecommunications carriers, except as qualified by Section 3.2.2 below. GTE will provide resold Services at retail less the avoided cost discount as defined in Section 4.1.1. The resale Services described in this Attachment, shall be referred to herein collectively as "Services", or each individually as "Service".

2. Services.

2.1 Local Exchange Services.

Resold basic exchange Service includes, but is not limited to, the following elements:

- 2.1.1 Voice Grade Local Exchange Access Line - includes a telephone number and dial tone;
- 2.1.2 Local Calling - at local usage measured rates if applicable to the Customer;
- 2.1.3 Access to long distance carriers;
- 2.1.4 E-911 Emergency Dialing;
- 2.1.5 Access to Service Access Codes - e.g., 800, 888, 900;
- 2.1.6 Use of AIN Services (those Currently Available to Customers);
- 2.1.7 Customer Private Line Services;
- 2.1.8 Listing of telephone number in appropriate "white pages" directory;
- 2.1.9 Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area; and
- 2.1.10 IntraLATA toll.

2.2 Other Services Available for Resale.

Subject to the limitations enumerated in this Attachment the type of Services made available to Gulf Coast are those Telecommunications Services described in GTE's retail tariffs, as amended from time to time. Any new retail Services that GTE offers in such tariffs to Customers who are not telecommunications carriers may also be available to Gulf Coast for resale under the same terms and conditions contained in this Agreement.

2.3 Promotional Offerings.

GTE shall make available for resale, those promotional offerings that are greater than 90 calendar days in duration and the special promotional rate will be subject to the applicable resale discount. GTE also shall make available for resale those promotional offerings that are 90 calendar days or less in duration; provided, however, that no resale discount applies to the special promotional rate of such offerings.

2.4 Grandfathered Services.

Services identified in GTE tariffs as grandfathered in any manner are available for resale only to Customers that already have such grandfathered Service. An existing Customer may not move a grandfathered Service to a new service location. Grandfathered Services are subject to a resale discount.

2.5 Operator Services (OS) and Directory Assistance (DA).

OS for local and toll assistance (e.g., call completion, busy line verification and emergency interruption) and DA (e.g., 411 calls) are provided as a part of exchange Services offered for resale. GTE may brand this Service as GTE. Gulf Coast will be billed in accordance with GTE's retail tariff. If Gulf Coast requests branding or unbranding, GTE will provide such unbranding or rebranding with Gulf Coast's name using customized routing as described in Section 3.7. For those offices that Gulf Coast has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA Service subject to capability and capacity limitations where customized routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third-party on behalf of Gulf Coast. Gulf Coast must negotiate with the third party. In these instances, Gulf Coast will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's. GTE shall include a Gulf Coast Customer listing in its DA database as part of the LSR process. GTE will honor Gulf Coast Customer's preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

2.6 Telephone Relay Service.

Local and intraLATA telephone relay service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold Services, Gulf Coast's Customers will have access to the state authorized TRS Provider to the extent required by the Commission, including any applicable compensation surcharges.

3. Operations and Administrative Matters.

3.1 Service Ordering, Service Provisioning, and Billing.

3.1.1 GTE Guide and CLEC Profile. Gulf Coast will order Services for resale directly from GTE through an electronic interface or fax. Except as specifically provided otherwise in this Agreement, Service preordering, ordering, provisioning, billing, maintenance and electronic interfaces shall be governed by the GTE Guide. In accordance with Article I, Section 3.1, GTE will not process resale orders until the Gulf Coast Profile has been completed and returned; and, if required, an advanced deposit paid.

- 3.1.2 Local Service Request. Orders for Services will be placed utilizing standard LSR forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite Customer information as described in the GTE Guide) must be provided by Gulf Coast before a request can be processed. GTE will accept orders for As-Is Transfers (AIT) of Services from GTE to Gulf Coast where GTE is the Customer's current local exchange company. GTE cannot provide an AIT of service from another CLEC selling GTE's Services to Gulf Coast.
- 3.1.3 Letter of Authorization (LOA). GTE will not release the Customer service record (CSR) or inquiry containing Customer proprietary network information (CPNI) to Gulf Coast on GTE Customer accounts unless Gulf Coast first provides to GTE a written LOA. Such LOA may be a blanket LOA or other form agreed upon between GTE and Gulf Coast authorizing the release of such information to Gulf Coast or if state or federal law provides otherwise, in accordance with such law. An LOA will be required before GTE will process an order for Services provided in cases in which the Customer currently receives local exchange or Exchange Access service from GTE or from a CLEC other than Gulf Coast. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and Gulf Coast.
- 3.1.4 Unauthorized Changes. If Gulf Coast submits an order for resold Services under this Agreement in order to provide Service to a Customer that, at the time the order is submitted, is obtaining its local Services from GTE or another LEC using GTE Services, and the Customer notifies GTE that the Customer did not authorize Gulf Coast to provide local exchange Services to the Customer, Gulf Coast must provide GTE with written documentation of authorization from that Customer within thirty (30) Business Days of notification by GTE. If Gulf Coast cannot provide written documentation of authorization within such time frame, Gulf Coast must within three (3) Business Days thereafter:
- 3.1.4.1 notify GTE to change the Customer back to the LEC providing Service to the Customer before the change to Gulf Coast was made; and
 - 3.1.4.2 provide any Customer information and billing records Gulf Coast has obtained relating to the Customer to the LEC previously serving the Customer; and
 - 3.1.4.3 notify the Customer and GTE that the change back to the previous LEC has been made.
- 3.1.5 Transfers Between Gulf Coast and Another Reseller of GTE Services. When Gulf Coast has obtained a Customer from another reseller of GTE Services, Gulf Coast will inform GTE of the transfer by submitting standard LSR forms to GTE. GTE cannot accept an order for AIT of service from one CLEC reselling GTE Services to another reseller of GTE Services

3.2 Regulations and Restrictions.

- 3.2.1 General Regulations. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail Services made available by GTE to Gulf Coast for resale provided by GTE to Gulf Coast, when appropriate, unless otherwise specified in this Agreement. As applied to Services offered under this Agreement, the term

"Customer" contained in the GTE retail tariff shall be deemed to mean "Gulf Coast" as defined in this Agreement.

3.2.2 Restrictions on Resale. The following restrictions shall apply to the resale of retail Services by Gulf Coast:

3.2.2.1 Gulf Coast shall not resell to one class of Customers a Service that is offered by GTE only to another class of Customers in accordance with state requirements (e.g., R1 to B1, disabled Services or lifeline Services to non-qualifying Customers);

3.2.2.2 Gulf Coast shall not resell lifeline Services and Services for the disabled. Where Gulf Coast desires to provide lifeline Services or Services for the disabled to its Customer, GTE will resell the Customer's line as a R-1 (with applicable resale discount) and Gulf Coast shall be responsible for recertifying the line pursuant to applicable law and for participating in the lifeline or disabled Services discount pool without the assistance of GTE. In no event shall GTE be responsible for recovering or assisting in the recovery of lifeline or disabled Services discounts on behalf of Gulf Coast.

3.2.3 Restrictions on Discount. The discount specified in Section 4.1.1 herein shall apply to all retail Services except for the following:

3.2.3.1 Gulf Coast may resell promotional offerings of 90 calendar days or less in duration; provided, however, no retail discount applies to the special promotional rate.

3.2.3.2 Gulf Coast may resell Services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. Gulf Coast shall not aggregate Customer lines and/or traffic in order to qualify for volume discount.

3.2.3.3 Gulf Coast may resell ICB/Contract Services without a discount and only to Customers that already have such Services.

3.2.3.4 Gulf Coast may resell Customer owned coin operated telephone (COCOT) coin or coinless line; however, no discount applies.

3.2.3.5 Gulf Coast may resell special access; however, no discount applies.

3.2.3.6 Gulf Coast may resell operator Services and directory assistance as specified in Section 2.5 however, no discount applies unless otherwise specified in Appendix A.

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

3.3 Maintenance.

GTE will provide repair and maintenance Services to Gulf Coast and its Customers for resold Services in accordance with the same standards and charges used for such

Services provided to GTE Customers. GTE will not initiate a maintenance call or take action in response to a trouble report from a Gulf Coast Customer until such time as trouble is reported to GTE by Gulf Coast. Gulf Coast must provide to GTE all Customer information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the GTE Guide.

3.4 Information Services Traffic.

GTE shall route traffic for information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) that originates on its network to the appropriate information service platform. In the event GTE performs switching of information service provider (ISP) traffic associated with resale for Gulf Coast, GTE shall provide to Gulf Coast the same call detail records that GTE records for its own Customers, so as to allow Gulf Coast to bill its Customers. GTE shall not be responsible or liable to Gulf Coast or ISP for billing and collection and/or any receivables of ISP.

3.5 Originating Line Number Screening (OLNS).

Upon request, GTE will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

3.6 Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., business office, repair bureau, etc.):

3.6.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange Service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

3.6.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the Customer the correct contact number.

3.6.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit Customers or to market Service.

3.7 Customized Routing.

Where Currently Available and upon receipt of a written request from Gulf Coast, GTE agrees to provide customized routing for the following types of calls:

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

Upon request, GTE will provide Gulf Coast a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). Gulf Coast will return a list of these switches ranked in priority order. GTE will return to Gulf Coast a schedule for customized routing in the switches with existing capabilities and capacity. In response to the written request from Gulf Coast, GTE will provide Gulf Coast with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing. Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls. When GTE agrees to provide customized routing to Gulf Coast, Gulf Coast will be responsible for the transport to route OS/DA traffic to the designated platform.

3.8 900-976 Call Blocking.

GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale. GTE will block 900-976 traffic when requested to do so, in writing, by Gulf Coast. Gulf Coast shall be responsible for all costs associated with the 900-976 call blocking request. GTE reserves the right to block any and all calls which may harm or damage its network.

4. Financial Matters.

4.1 Rates and Charges.

4.1.1 Calculation of Rates. The prices charged to Gulf Coast for local Services shall be calculated as follows:

4.1.1.1 Avoided cost discount as shown in Appendix A shall apply to all retail Services except those Services listed in Sections 3.2.3.

4.1.1.2 The discount dollar amount calculated under Section 4.1.1.1 will be deducted from the retail rate.

4.1.1.3 The resulting rate is the resale rate.

4.1.2 Nonrecurring Charges. Gulf Coast shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix A. In addition, NRCs for field service work (installation/repair) requiring on-site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges.

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

4.1.4 Switch-Back Charge. GTE will bill Gulf Coast fifty dollars (\$50.00) per affected line to compensate GTE for switching the Customer back to the original LEC as set forth in Section 3.1.4.

4.1.5 Branding. GTE shall provide to Gulf Coast the applicable charges for unbranding or rebranding and customized routing as set forth in Section 3.7.

4.2 Billing.

4.2.1 General. GTE will utilize CBSS to produce the required bills for resold Services. CBSS will create a bill to Gulf Coast along with a summary bill master. State or sub-state level billing will include up to thirty (30) summary bill accounts.

4.2.2 Alternate Billed Calls. GTE shall record usage data originating from Gulf Coast Customers that GTE records with respect to its own retail Customers, using Services ordered by Gulf Coast. On resale accounts, GTE will provide usage in EMR format per existing file exchange schedules. Incollects are calls that are placed using the Services of GTE or another LEC and billed to a resale service line of Gulf Coast. Outcollects are calls that are placed using a Gulf Coast resale Service line and billed to a GTE line or line of another LEC or LSP. Examples of an incollect or an outcollect are collect, credit card calls.

4.2.2.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to Gulf Coast for billing to Gulf Coast's end-users. GTE will settle with the earning company, and will bill Gulf Coast the amount of each incollect record less the billing and collection (B&C) fee for Customer billing of the incollects. The B&C credit will be \$.05 per billed message. Any additional message processing fees associated with Gulf Coast's incollect messages that are incurred by GTE will be billed to Gulf Coast on the monthly statement.

4.2.2.2 Outcollects. When the GTE end-office switch from which the resale line is served utilizes a GTE operator Services platform, GTE will provide to Gulf Coast the unrated message detail that originates from a Gulf Coast resale Service line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). Gulf Coast as the LSP will be deemed the earning company and will be responsible for rating the message at Gulf Coast rates and Gulf Coast will be responsible for providing the billing message detail to the billing company for Customer billing. Gulf Coast will pay to GTE charges as agreed to for Services purchased, and Gulf Coast will be compensated by the billing company for the revenue which Gulf Coast is due.

When a non-GTE entity provides operator Service to the GTE end office from which the resale line is provisioned, Gulf Coast must contract with the operator Services provider to get any EMR records which Gulf Coast requires.

4.2.3 Local Calling Detail. Except for those Services and in those areas where measured rate local Service is available to Customers, monthly billing to Gulf Coast does not include local calling detail. However, Gulf Coast may request and GTE shall consider developing the capabilities to provide local calling detail in those areas where measured local Service is not available for a mutually agreeable charge.

4.2.4 LIDB. For resale Services, the LSR will generate updates to GTE's LIDB for validation of calling card, collect, and third number billed calls.

4.2.5 Timing of Messages. With respect to GTE resold measured rate local Service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

**APPENDIX A TO THE RESALE ATTACHMENT
SERVICES AVAILABLE FOR RESALE**

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

Interim Universal Service Charge. It is GTE's position that GTE's current intraLATA toll rates include implicit subsidies that support below-cost prices for other services and thus promote universal service. This universal service support is lost where a CLEC resells GTE's local service but does not resell GTE's intraLATA toll service. For this reason, GTE will not resell basic exchange residential or business services unless Gulf Coast pays the monthly interim universal service support charge set forth in Appendix A. GTE believes that this interim surcharge is required by state and federal law. The lawfulness of GTE's interim surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale basic exchange residential and business services at the avoided cost discount rate set forth in Appendix A without the interim surcharge, but subject to the following terms and conditions:

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

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

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$ 311.98
Engineered Initial Service Order - As Specified	\$ 123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13

Non-Engineered Subsequent Service Order

\$ 19.55

Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:	
Engineered	\$ 35.48
Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Gulf Coast orders any service from this Agreement.

Customer Record Search applies when Gulf Coast requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from GTE to Gulf Coast. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from GTE to Gulf Coast. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require GTE to manually enter Gulf Coast's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Gulf Coast requests service prior to the standard due date intervals.

Coordinated Conversion applies if Gulf Coast requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Gulf Coast requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Universal Service Support Surcharge

Residential (per line)	\$.45
Business (per line)	\$.60

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General.

On January 25, 1999, the Supreme Court of the United States issued its decision in *AT&T v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Among other things, the Court vacated the FCC's list of unbundled network elements (UNEs) set forth in Rule 51.319, holding that the FCC failed to apply the Act's "necessary" or "impair" standard in creating its list. On November 5, 1999, the FCC issued an order establishing a new Rule 51.319 that reflects a new list of UNEs (the "UNE Remand Order"). On December 9, 1999, the FCC released a separate order that adds the high frequency portion of the local loop, or "line sharing," to this list (the "Line Sharing Order"). With the exception of dark fiber loops, subloops, inside wire, packet switching, dark fiber transport, access to the calling name, 911 and E911 databases, access to loop qualification information and line sharing (collectively, the "additional UNEs"), the UNEs established by the FCC in its new Rule 51.319 pursuant to the UNE Remand and Line Sharing Orders became effective February 17, 2000. With the exception of line sharing, the Additional UNEs become effective May 17, 2000. GTE may not be able to make line sharing available as a UNE before June 6, 2000.

This UNE Attachment (Attachment), together with Articles I and II, sets forth the terms and conditions under which GTE will provide UNEs to Gulf Coast pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNEs will be governed by the GTE Guide. GTE will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in GTE's network. GTE will not construct new facilities to offer any UNE or combination of UNEs.

Notwithstanding anything to the contrary in this Attachment, GTE does not waive, and hereby expressly reserves, its rights: (a) to challenge the legality of Rule 51.319, the UNE Remand and Line Sharing Orders and/or any other related FCC orders or rules; (b) to appeal of the FCC pricing rules; (c) to assert or continue to assert that certain provisions of the FCC's First and Second Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; and (d) to take any appropriate action, including, without limitation, requiring retroactive pricing adjustments relating to the offering of UNEs and UNE combinations, based on the outcome of any of the actions

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to Gulf Coast for UNEs provided by GTE TO Gulf Coast, when appropriate, unless otherwise specified in this Agreement. As applied to UNEs offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "Gulf Coast" as defined in this Agreement. The UNEs, including combinations of UNEs, hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Act.

2. Description of Individual UNE Offerings.

GTE will provide Gulf Coast with the following UNEs pursuant to this Attachment:

2.1 Local Loops.

The local loop UNE is defined as the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame (MDF), or its equivalent, in a GTE end office or wire center up to and including the loop "demarcation point", including inside wire owned by GTE. The loop demarcation point is that point on the loop facility where GTE's ownership and control end and the subscriber's ownership

and control begin. Generally, loops are provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the subscriber's premises. However, a loop may be provided via other means, including radio frequencies, as a channel on a high-capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber's premises via a copper or coaxial drop or other facility. The loop includes all features, functions and capabilities of such transmission facilities, including attached electronics (except those electronics used for the provision of advanced services, such as digital subscriber line access multiplexers ("DSLAMs")) and line conditioning.

2.1.1 Types of Loops. The types of unbundled loops made available to Gulf Coast under this Attachment are:

2.1.1.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility also may include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. GTE does not guarantee data modem speeds on a 2-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier.

2.1.1.2 "4-Wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. GTE does not guarantee data modem speeds on a 4-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier.

2.1.1.3 "2-Wire Digital Loop" is a transmission facility capable of transporting digital signals up to 160 kpbs, with no greater loss than 38 db. end-to-end, measured at 40 kHz. At Gulf Coast's request, line extension equipment may be added, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). When utilizing ADSL technology, Gulf Coast is responsible for limiting the Power Spectral Density (PSD) of the signal to levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards.

2.1.1.4 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 Mbps. 4-wire digital loops are only provisioned on copper facilities. When a 4-wire digital loop is used by Gulf Coast to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz, in which case loss should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms.

2.1.1.5 "DS-1 Loops" will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects.

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

2.1.1.7 "Dark Fiber Loops" consist of fiber that has not been activated through

connection to the electronics that "light" it, and thereby render it capable of carrying communications services. In accordance with Rule 51.319(a)(1), GTE will not make dark fiber loops available as an UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of dark fiber as an UNE.

- 2.2 Subloops. The subloop UNE is defined as any portion of the loop, including inside wire, that is technically feasible to access at the drop pedestal, cross connect box and pair gain in GTE's outside plant. In accordance with Rule 51.319(a)(2), GTE will not make subloops available as an UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of subloops as an UNE.
- 2.3 Inside wire. The inside wire UNE is defined as all loop plant owned by GTE on an end-user Customer premises as far as the point of demarcation. In accordance with Rule 51.319(a)(2), GTE will not make inside wire available as an UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of inside wire as an UNE.
- 2.4 Network Interface Device (NID). The NID UNE is defined as any means of interconnection of end-user Customer inside wiring to GTE's distribution plant. To gain access to an end-user's inside wiring, Gulf Coast may connect its own loop directly to GTE's NID where Gulf Coast uses its own facilities to provide local service to an end-user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network.
- 2.5 Local Circuit Switching. The local circuit switching UNE is defined as: (i) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (ii) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (iii) all features, functions and capabilities of the switch. GTE reserves the right not to provide circuit switching and shared transport as a UNE under the circumstances described in Rule 51.319(c)(2).
- 2.5.1 Types of Local Circuit Switching. At Gulf Coast's request, GTE will make available the following types of Circuit Switching as UNEs:
- 2.5.1.1 Analog Line Side Port. An analog line side port¹ is a line side switch connection used to provide basic residential- and business-type exchange services.
- 2.5.1.2 ISDN BRI Digital Line Side Port. An ISDN BRI digital line side port is a basic rate interface (BRI) line side switch connection used to provide ISDN exchange services.

¹ A Port provides for the interconnection of individual Loops to the switching components of GTE's network. In general, the port is a line card or trunk card and associated peripheral equipment on a GTE end office switch that serves as the hardware termination for the end-user's Exchange Service on that switch, generates dial tone, and provides the end-user access to the Public Switched Telecommunications Network (PSTN). Each line-side port is typically associated with one (or more) telephone numbers(s), which serve as the end-user's network address. A port also includes local switching, which provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. When Gulf Coast orders and unbundles port, the Gulf Coast has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR. GTE will honor Gulf Coast Customers' preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

- 2.5.1.3 Coin Line Side Port. A coin line side port is a line side switch connection used to provide coin services.
- 2.5.1.4 DS-1 Digital Trunk Side Port. A DS-1 digital trunk side port is a trunk side switch connection used to provide the equivalent of 24 analog incoming trunk ports.
- 2.5.1.5 ISDN PRI Digital Trunk Side Port. An ISDN PRI digital trunk side port is a primary rate interface (PRI) trunk side switch connection used to provide ISDN exchange services.
- 2.6 Local Tandem Switching. The local tandem switching UNE is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of the connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate end office switches).
- 2.7 Packet Switching. The packet switching UNE is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the DSLAM. GTE reserves the right not to provide packet switching as a UNE under the circumstances described in Rule 51.319(c)(5). In accordance with Rule 51.319(c)(5), GTE will not make packet switching available as a UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of packet switching as a UNE.
- 2.8 Dedicated Transport. The dedicated transport UNE is defined as GTE interoffice transmission facilities, including all technically feasible capacity-related services, including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular Customer or carrier, that provide telecommunications between wire centers owned by GTE or Gulf Coast, between switches owned by GTE or Gulf Coast.
- 2.9 Dark Fiber Transport. The dark fiber transport UNE is defined as GTE optical interoffice transmission facilities without attached multiplexing, aggregation or other electronics. In accordance with Rule 51.319(d), GTE will not make dark fiber available as a UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of dark fiber transport as a UNE.
- 2.10 Shared Transport. The shared transport UNE is defined as interoffice transmission facilities shared by more than one carrier, including GTE, between end office switches, between end office switches and tandem switches, and between tandem switches, in GTE's network. shared transport (also known as common transport) provides the shared use of interoffice trunk groups and tandem switching that are used to transport switched traffic, originating or terminating on a GTE port, between central office switching entities. Shared transport will include tandem switching if GTE's standard network configuration includes tandem routing for traffic between these points. Shared transport is provided automatically in conjunction with port and local circuit switching. GTE reserves the right not to provide circuit switching and shared transport as a UNE under the circumstances described in Rule 51.319(c)(2).
- 2.11 Signaling Networks. The signaling network UNE is defined as access to GTE signaling networks and signaling transfer points. SS7 transport and signaling shall be provided in accordance with the terms and conditions of a separately executed agreement, or via GTOC Tariff FCC No. 1.

- 2.12 Call-Related Databases. The call-related database UNE is defined as a database, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. These databases include the calling name database, 911 database, E-911 database, line information database, toll free calling database, advanced intelligent network database and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. LIDB services and database 800 type services shall be provided in accordance with the rates, terms and conditions of GTOC Tariff FCC No. 1. In accordance with Rule 51.319(e)(2)(i), GTE will not make the calling name database, 911 database or E-911 database as an UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of such databases as an UNE. In addition, GTE reserves the right not to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment.
- 2.13 Service Management Systems. The service management system database system UNE is defined as a computer database or system not part of the public switched network that: (i) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call and (ii) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.
- 2.14 OS/DA. OS/DA is defined as: (a) any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call (OS); and (b) a service that allows subscribers to retrieve telephone numbers of other subscribers (DA). In accordance with Rule 51.319(f), GTE will not provide OS/DA as a UNE when it offers customized routing. Where Gulf Coast provides its own OS/DA platform, Gulf Coast is required to route its OS/DA traffic to its platform over customized routing. Upon request, GTE will provide Gulf Coast a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). Gulf Coast will return a list of these switches ranked in priority order. GTE will return to Gulf Coast a schedule for customized routing in the switches with existing capabilities and capacity. In response to the written request from Gulf Coast, GTE will provide Gulf Coast with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing. Subject to the above provisions, GTE will choose the method of implementing customized routing of OS/DA calls. When GTE offers customized routing to Gulf Coast, Gulf Coast will be responsible for the transport to route OS/DA traffic to the designated platform. If a dedicated transport UNE is used to route OS/DA traffic to the designated platform, Gulf Coast must purchase a trunk side port and establish a collocation arrangement in accordance with the Collocation Attachment. If the dedicated transport UNE used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or trunk side port is required.
- 2.15 OSS. The OSS UNE is defined as operations support system functions consisting of pre-ordering (including nondiscriminatory access to the same detailed information about loop qualification information that is available to GTE), ordering, provisioning, maintenance and repair, and billing functions supported by GTE's databases and information. In accordance with Rule 51.319(g), GTE will not make the loop qualification information available as an UNE before May 17, 2000. Upon written request by Gulf Coast or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of such information as an UNE.
- 2.16 Line Sharing. The line sharing UNE is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. Upon written request by Gulf Coast or GTE, the Parties shall

engage in further good faith negotiations regarding, and take all reasonable steps necessary to ensure, the implementation of line sharing as an UNE. In accordance with par. 161 of the Line Sharing Order, GTE may not be able to make Line Sharing available as an UNE before June 6, 2000.

3. Combinations.

GTE will offer combinations of UNEs (UNE-P) where the elements are already combined in GTE's network, subject to the limitations, requirements and restrictions of applicable law, including, without limitation, Rule 51.319, the Line Sharing Order, the UNE Remand Order and the Act. GTE is no longer required to provide OS/DA as a UNE where GTE offers customized routing. Nevertheless, GTE will continue to provide OS/DA based on market rates (see Appendix A) until the Parties negotiate a separate OS/DA agreement. In the alternative, Gulf Coast can obtain an alternative provider. In addition, Gulf Coast may not use any UNE combination as a substitute for special access service pending the FCC's resolution of this issue in its Fourth FNPRM in Docket No. 96-98. Gulf Coast shall not have physical access to the combined UNEs in GTE's premises. However, Gulf Coast may use UNE combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular Customer. The following are not offered in UNE-P arrangements: (a) Frame Relay; (b) ATM; (c) ADSL; and (d) AIN. Gulf Coast may order the following standard UNE-Ps pursuant to this Attachment:

3.1 UNE Basic Analog Voice Grade Platform, which consists of:

- 3.1.1 UNE 2-Wire Loop;
- 3.1.2 UNE Basic Analog Line Side Port; and
- 3.1.3 UNE Shared Transport.

3.2 UNE ISDN BRI Platform, which consists of:

- 3.2.1 UNE 2-Wire Digital Loop;
- 3.2.2 UNE ISDN BRI Digital Line Side Port; and
- 3.2.3 UNE Shared Transport.

3.3 UNE ISDN PRI Platform, which consists of:

- 3.3.1 UNE DS-1 Loop;
- 3.3.2 UNE ISDN PRI Digital Trunk Side Port; and
- 3.3.3 UNE Shared Transport.

3.4 UNE DS-1 Platform, which consists of:

- 3.4.1 UNE DS-1 Loop;
- 3.4.2 UNE DS-1 Digital Trunk Side Port; and
- 3.4.3 UNE Shared Transport.

4. Operations Matters.

4.1 Ordering.

The ordering procedures for UNEs and UNE-P's are described in the GTE Guide found on GTE's wise website <http://www.gte.com/wise>). GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by Gulf Coast before a request can be processed. ASRs and/or LSRs submitted by Gulf Coast will be reviewed by GTE for validation and correction of errors. Errors will be referred back to Gulf Coast. Gulf Coast will then correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR/LSR.

4.2 Unauthorized Changes.

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

4.2.1 notify GTE to change the end-user back to the LEC providing service to the end-user before the change to Gulf Coast was made;

4.2.2 provide any end-user information and billing records Gulf Coast has obtained relating to the end-user to the LEC previously serving the end-user; and

4.2.3 notify the end-user and GTE that the change back to the previous LEC has been made.

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

4.3 Letter of Authorization.

GTE will not release the Customer service record (CSR) containing Customer proprietary network information (CPNI) to Gulf Coast on GTE end-user Customer accounts unless Gulf Coast first provides to GTE a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between GTE and Gulf Coast authorizing the release of such information to Gulf Coast or if state or federal law provides otherwise, in accordance with such law. An LOA will be required before GTE will process an order for UNEs or UNE-Ps provided in cases in which the subscriber currently receives local exchange or Exchange Access service from GTE or from a local service provider other than Gulf Coast. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and Gulf Coast.

4.4 Provisioning.

GTE agrees to provide UNEs and UNE-Ps in a timely manner, considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. GTE shall provide power to ordered UNEs and UNE-Ps on the same basis as GTE provides power to itself. UNEs and UNE-Ps will be provided only when facilities are Currently Available. If facilities are not Currently Available, Gulf Coast will be notified and the order will be

rejected. The determination of whether or not facilities are Currently Available will be made on a case-by-case basis. Gulf Coast may use the Bona Fide Request (BFR) process to request GTE to construct facilities at Gulf Coast's expense. GTE will use the following guidelines to determine if facilities are Currently Available to provision a requested UNE or UNE-P:

- 4.4.1 GTE will not place new interoffice facilities or outside plant feeder or distribution facilities.
- 4.4.2 GTE will not breach existing interoffice facilities, outside plant feeder or distribution facilities or central office cabling or wiring to install new electronics or housing for plug-in electronic cards or modules. GTE will install new plug-in cards or modules when the housing already exists and is wired into the network.
- 4.4.3 In most circumstances, GTE will install drops and NIDs to connect outside plant facilities to an end-user's premises to provide a UNE loop. GTE will use the same procedures its uses to determine when a drop would routinely be installed for a GTE Customer to determine if a drop will be installed for a UNE loop. Drops will not be installed when conditions such as excessive length, size of cable or use of fiber optics would require GTE outside plant construction personnel to install the drop.
- 4.4.4 GTE will not install new switches or augment switching capacity.
- 4.4.5 GTE will not install new software or activate software requiring a new right to use fee in switching equipment. GTE will activate software that is currently loaded in a switch but is not in use.
- 4.4.6 In certain situations, GTE utilizes pair gain technology, such as Integrated Digital Loop Carrier (IDLC)² or analog carrier, to provision facilities. GTE may not be able to provision a loop UNE in such cases. Where GTE can provision a loop UNE using pair gain technology, the capabilities of such loop UNE may be limited. If Gulf Coast orders a loop UNE that would normally be provisioned over facilities using pair gain technology, GTE will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities are not Currently Available, GTE will advise Gulf Coast that facilities are not available to provision the requested loop UNE

4.5 Bona Fide Request Process.

The Bona Fide Request (BFR) process shall be used when Gulf Coast requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via BFR. The following guidelines shall apply to the BFR process.

- 4.5.1 A BFR shall be submitted in writing by Gulf Coast and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response
- 4.5.2 Gulf Coast may cancel a BFR in writing at any time prior to Gulf Coast and GTE agreeing to price and availability GTE will then cease analysis of the request.

² See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

- 4.5.3 Within five (5) Business Days of GTE's receipt of the BFR, GTE shall acknowledge in writing its receipt of same and identify a single point of contact and any additional information needed to process the request.
- 4.5.4 Except under extraordinary circumstances, within thirty (30) Business Days of GTE's receipt of the BFR, GTE shall provide a proposed price and availability date, or GTE will provide an explanation as to why GTE elects not to meet Gulf Coast's request. In cases of extraordinary circumstances, GTE will inform Gulf Coast as soon as it realizes that it cannot meet the thirty (30) Business Day response due date. Gulf Coast and GTE will then determine a mutually agreeable date for receipt of the request.
- 4.5.5 Unless Gulf Coast agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by Gulf Coast, in accordance with the applicable provisions of this Agreement.
- 4.5.6 Upon affirmative response from GTE, Gulf Coast will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions and/or price of the request GTE agrees to meet, the Dispute Resolution procedures described in Article II, Section 3 herein may be used by a Party to reach a resolution.

4.6 Connections.

- 4.6.1 With the exception of shared transport, the UNEs specified above may be directly connected to Gulf Coast facilities or to a third-party's facilities designated by Gulf Coast to the extent technically feasible. Direct access to loops, port and local switching, and dedicated transport, that terminate in a GTE Wire Center or other GTE premises, must be accomplished via a collocation arrangement in that Wire Center or premise. In circumstances where collocation cannot be accomplished in the Wire Center or premise, the Parties agree to negotiate for possible alternative arrangements. Removal of existing cable pairs required for Gulf Coast to connect service is the responsibility of Gulf Coast.
- 4.6.2 In order to minimize adverse effects to GTE's network, the following procedures shall apply regarding NID connection:
 - 4.6.2.1 When connecting its own loop facility directly to GTE's NID for a residence or business Customer, Gulf Coast must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. Gulf Coast shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.
 - 4.6.2.2 At multi-tenant Customer locations, Gulf Coast must remove the jumper wire from the distribution block (i.e., the NID) to the GTE cable termination block. If Gulf Coast cannot gain access to the cable termination block, Gulf Coast must make a clean cut at the closest point to the cable termination block. At Gulf Coast's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. Gulf Coast will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
 - 4.6.2.3 GTE loop elements leased by Gulf Coast will be required to terminate

only on a GTE NID. If Gulf Coast leasing a GTE loop wants to connect such loop to a Gulf Coast NID, Gulf Coast also will be required to lease a GTE NID for the direct loop termination and effect a NID-to-NID cross connection.

4.6.2.4 Rather than connecting its own loop directly to GTE's NID, Gulf Coast also may elect to install its own NID and effect a NID-to-NID cross connection to gain access to the end-user's inside wiring.

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

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

4.7 Conditioning.

At Gulf Coast's request, and for the charge(s) described on Appendix A, GTE will condition those lines that are unbundled pursuant to this Attachment to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters (e.g., Type C, Type DA, Improved C). dedicated transport may be conditioned for DS-1 clear channel capability.

4.8 Line Testing.

Upon Gulf Coast's request, and for the charge(s) described on Appendix A, GTE will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

4.8.1 Such testing must be technically feasible.

4.8.2 If Gulf Coast has directly connected its facilities to a loop, GTE will not perform routine testing of the loop for maintenance purposes. Gulf Coast will be required to perform its own testing and notify GTE of service problems. GTE will perform repair and maintenance once trouble is identified by Gulf Coast. If the loop is combined with dedicated transport, Gulf Coast will not have access to the loop in the wire center. In this case, GTE will perform routine testing of the loop and perform repair and maintenance once trouble is identified.

4.8.3 All loop facilities provided by GTE on the premises of Gulf Coast's end-users, up to the network interface or demarcation point, are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.

4.8.4 If Gulf Coast leases loops that are conditioned to transmit digital signals, as part

of that conditioning, GTE will test the loop UNE and provide recorded test results to Gulf Coast. In maintenance and repair cases, if loop tests are performed, GTE will provide any recorded readings to Gulf Coast at the time the trouble ticket is closed in the same manner as GTE provides the same to itself and/or its end-users.

4.9 Loop Interference and Maintenance.

If Gulf Coast's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will so notify Gulf Coast and Gulf Coast will immediately remove such interfering technology and shall reimburse GTE for all costs and expenses incurred related to this interference. When Gulf Coast provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform routine maintenance. Gulf Coast can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the GTE NID and GTE will repair (or replace) the NID, or, at Gulf Coast's option, effect a NID-to-NID cross connection, using the GTE NID only to gain access to the inside wire at the Customer location.

5. Financial Matters.

5.1 Rates and Charges.

The monthly recurring charges (MRCs) and non-recurring charges (NRCs) applicable for the UNEs and UNE-Ps, and related services made available under this Attachment are set forth in Appendix A attached hereto and made a part of this Attachment. Compensation arrangements for the exchange of switched traffic between Gulf Coast and GTE when Gulf Coast uses a GTE port, local switching and shared transport shall be as set forth in Appendix A.

5.2 Billing.

GTE will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes NIDs, loops, loops combined with port, ports and local switching and shared transport. State or sub-state level billing will include up to thirty (30) summary bill accounts. Timing of messages applicable to GTE's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access. GTE will utilize CABS to produce the required bills for UNEs and UNE-Ps ordered via the ASR process. This includes dedicated transport and loops combined with dedicated transport. Incollects are calls that are placed using the services of GTE or another LEC or local service provider and billed to a UNE port, INP number, or LNP number of Gulf Coast. Outcollects are calls that are placed using a Gulf Coast UNE port and billed to a GTE line or the line of another LEC or local service provider. Examples of an incollect or an outcollect are collect and credit card calls.

5.2.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to Gulf Coast for billing to Gulf Coast's end-users. GTE will settle with the earning company, and will bill Gulf Coast the amount of each incollect record less the Billing & Collection (B&C) fee for end-user billing of the incollects. The B&C credit associated with Gulf Coast's incollect messages that are incurred by GTE will be billed to Gulf Coast on the monthly statement.

5.2.2 Outcollects. When the GTE end office switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to Gulf Coast the

unrated message detail that originates from a Gulf Coast resale service line or UNE port, but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). As the local service provider, Gulf Coast will be deemed the earning company and will be responsible for rating the message at Gulf Coast's rates and for providing the billing message detail to the billing company for end-user billing. Gulf Coast will pay to GTE charges as agreed to for services purchased, and Gulf Coast will be compensated by the billing company for the revenue due to Gulf Coast. When a non-GTE entity provides operator services to the GTE end office from which the resale line or UNE port is provisioned, Gulf Coast must contract with the operator services provider to obtain any EMI records required by Gulf Coast.

5.3 Measurement of Originating Usage.

GTE shall record usage data originating from Gulf Coast Customers that GTE records with respect to its own retail Customers, using services order by Gulf Coast. On UNE port accounts, GTE will provide usage in EMI format per existing file exchange schedules.

5.4 Measurement of Terminating Usage.

Until such time as industry standards are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix A.

5.5 Switched Access Usage.

GTE will provide Gulf Coast switched access usage records (AURs) in EMI Category 11 format for those UNEs which contain this switched access usage component. Gulf Coast agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

**APPENDIX A TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
PRICES FOR UNBUNDLED NETWORK ELEMENTS**

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

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

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

Loop Elements

2 Wire Analog Loop (inclusive of NID)	\$ 21.02
4 Wire Analog Loop (inclusive of NID)	\$ 50.70
2 Wire Digital Loop (inclusive of NID)	\$ 24.62
4 Wire Digital Loop (inclusive of NID)	\$ 59.38
DS-1 Loop	\$ 124.40
DS-3 Loop	\$1,639.30
Type C Conditioning	\$ 6.00
Type C Improved Conditioning	\$ 27.00
Type DA Conditioning	\$ 2.00
Mid-Span Repeaters	\$ 49.85
Line Loop Extender	TBD

Network Interface Device (leased separately)

Basic NID	\$ 0.83
Complex (12 x) NID	\$ 2.10

Port and Switching Elements

Ports	
Basic Analog Line Side Port	\$ 5.31
Coin Line Side Port	\$ 11.53
ISDN BRI Digital Line Side Port	\$ 26.25
DS-1 Digital Trunk Side Port	\$ 173.92
ISDN PRI Digital Trunk Side Port	\$ 370.14

Vertical Features See Attached List

Usage Charges (must purchase Port)	
Local Central Office Switching	\$0.0039992
Shared Transport	
Transport Termination	\$0.0000559
Transport Facility per mile	\$0.0000059
Tandem Switching	\$0.0034880
Terminating to Originating Ratio	1.00
Assumed Minutes	TBD

Operator and Directory Assistance Services (OS/DA)	
National DA	\$0.5500000
DA	\$0.4500000
Mechanized Operator Calling Card	\$0.0890000
Live Operator	\$0.4490000
Originating Line Number Screening	\$0.0180000
Call Detail Record	\$0.0200000
Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000

Transport Elements

CLEC Dedicated Transport	
CDT 2 Wire	\$ 23.00
CDT 4 Wire	\$ 33.00
CDT DS1	\$ 250.00
CDT DS3 (Optical Interface)	\$ 937.50

Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 0.02
IDT DS0 Transport Termination	\$ 8.86
IDT DS1 Transport Facility per ALM	\$ 0.49
IDT DS1 Transport Termination	\$ 26.22
IDT DS3 Transport Facility per ALM	\$ 6.94
IDT DS3 Transport Termination	\$ 176.67

Multiplexing	
DS1 to Voice Multiplexing	\$ 186.47
DS3 to DS1 Multiplexing	\$ 352.90
Ancillary	
DS3 Electrical Interface	\$1,250.00

Conditioning		
DS1 Clear Channel Capability	\$	16.00
Type C Conditioning	\$	6.00
Type C Improved Conditioning	\$	27.00
Type DA Conditioning	\$	2.00

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, GTE will use the ICB process to determine the appropriate price TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. GTE reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Gulf Coast does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, GTE will bill the CLEC for OS/DA calls at a market-based ICB rate pending Gulf Coast's completion of a separate OS/DA agreement.

Universal Service Support Surcharge

Per Loop	\$	16.46
Per Port	\$	16.46

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.09
Customer Record Search	\$ 11.69

Ordering and Provisioning

Loop:

Engineered Initial Service Order (ISO)	\$ 294.07
Non-Engineered ISO	\$ 49.31
Central Office Connection	\$ 12.21
Outside Facility Connection	\$ 68.30
Type C Conditioning	\$ 87.00
Type C Improved Conditioning	\$ 225.00
Type DA Conditioning	\$ 124.00

NID:

ISO	\$ 33.38
Outside Facility Connection	\$ 42.69

Port:

ISO	\$ 50.46
Subsequent Service Order	\$ 25.67
Central Office Connection	\$ 12.21

Transport:

ISO	\$ 68.45
Subsequent Service Order	\$ 67.45
Design Charge	\$ 27.00
CDT 2 Wire Connection	\$ 248.00
CDT 4 Wire Connection	\$ 433.00
CDT DS1 Wire Connection	\$ 693.00
CDT DS3 Wire Connection	\$ 675.00
DS1 to Voice Multiplex	\$ 850.00
DS3 to DS1 Multiplex	\$ 450.00
DS1 to Clear Channel Capacity	\$ 92.00
Type C Conditioning	\$ 87.00
Type C Improved Conditioning	\$ 225.00
Type DA Conditioning	\$ 124.00

Manual Ordering Charge	\$ 12.17
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Custom Handling

Service Order Expedite:

Engineered Loop LSRs	\$ 35.48
All Other LSRs	\$ 12.59

Coordinated Conversions:		
ISO	\$	17.76
Central Office Connection	\$	10.71
Outside Facility Connection	\$	9.59
Hot Coordinated Conversion First Hour:		
ISO	\$	30.55
Central Office Connection	\$	42.83
Outside Facility Connection	\$	38.34
Hot Coordinated Conversion per Additional Quarter Hour:		
ISO	\$	6.40
Central Office Connection	\$	10.71
Outside Facility Connection	\$	9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Gulf Coast orders any service from this Agreement.

Customer Record Search applies when Gulf Coast requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Port or Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Manual Ordering Charge applies to orders that requires GTE to manually enter Gulf Coast's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Gulf Coast requests service prior to the standard due date intervals.

Coordinated Conversion applies if Gulf Coast requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Gulf Coast requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

FLORIDA UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$1.60
Call Forwarding Variable	\$/Feature/Month	\$0.27
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.17
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.29
Call Waiting	\$/Feature/Month	\$0.06
Cancel Call Waiting	\$/Feature/Month	\$0.03
Automatic Callback	\$/Feature/Month	\$0.27
Automatic Recall	\$/Feature/Month	\$0.12
Calling Number Delivery	\$/Feature/Month	\$0.07
Calling Number Delivery Blocking	\$/Feature/Month	\$0.15
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.25
Customer Originated Trace	\$/Feature/Month	\$0.10
Selective Call Rejection	\$/Feature/Month	\$0.34
Selective Call Forwarding	\$/Feature/Month	\$0.38
Selective Call Acceptance	\$/Feature/Month	\$0.40
Call Forwarding Variable CTX	\$/Feature/Month	\$0.24
Call Forwarding Incoming Only	\$/Feature/Month	\$0.23
Call Forwarding Within Group Only	\$/Feature/Month	\$0.17
Call Forwarding Busy Line	\$/Feature/Month	\$0.17
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.18
Remote Call Forward	\$/Feature/Month	\$3.44
Call Waiting Originating	\$/Feature/Month	\$0.06
Call Waiting Terminating	\$/Feature/Month	\$0.06
Cancel Call Waiting CTX	\$/Feature/Month	\$0.01
Three Way Calling CTX	\$/Feature/Month	\$0.64
Call Transfer Individual All Calls	\$/Feature/Month	\$0.23
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.21
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.11
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.21
Direct Connect	\$/Feature/Month	\$0.08
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.06

VERTICAL FEATURES		(Subject to Availability)
Call Hold	\$/Feature/Month	\$0.23
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.58
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.57
Toll Restricted Service	\$/Feature/Month	\$0.23
Call Pick-up	\$/Feature/Month	\$0.08
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.04
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.10
Special Intercept Announcements	\$/Feature/Month	\$12.00
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$8.18
Station Message Detail Recording	\$/Feature/Month	\$6.09
Station Message Detail Recording to Premises	\$/Feature/Month	\$28.85
Fixed Night Service - Key	\$/Feature/Month	\$3.91
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$0.48
Attendant Busy Line Verification	\$/Feature/Month	\$19.53
Control of Facilities	\$/Feature/Month	\$0.04
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$2.74
Attendant Conference	\$/Feature/Month	\$69.74
Circular Hunting	\$/Feature/Month	\$0.08
Preferential Multiline Hunting	\$/Feature/Month	\$0.03
Uniform Call Distribution	\$/Feature/Month	\$0.80
Stop Hunt Key	\$/Feature/Month	\$6.37
Make Busy Key	\$/Feature/Month	\$6.37
Queuing	\$/Feature/Month	\$13.06
Automatic Route Selection	\$/Feature/Month	\$3.12
Facility Restriction Level	\$/Feature/Month	\$0.25
Expansive Route Warning Tone	\$/Feature/Month	\$0.03
Time-of-Day Routing Control	\$/Feature/Month	\$9.25
Foreign Exchange Facilities	\$/Feature/Month	\$8.04
Anonymous Call Rejection	\$/Feature/Month	\$5.51
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$0.59
Basic Business Group CTX	\$/Feature/Month	\$0.13
Basic Business Group DOD	\$/Feature/Month	\$0.01
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.00

VERTICAL FEATURES		(Subject to Availability)
Basic Business Group DID	\$/Feature/Month	\$0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$4.91
Dial Call Waiting	\$/Feature/Month	\$0.10
Loudspeaker Paging	\$/Feature/Month	\$7.99
Recorded Telephone Dictation	\$/Feature/Month	\$9.89
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.23
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.02
Teen Service	\$/Feature/Month	\$0.01
Bg - Automatic Call Back	\$/Feature/Month	\$0.15
Voice/Data Protection	\$/Feature/Month	\$0.01
Authorization Codes for Afr	\$/Feature/Month	\$0.07
Account Codes for Afr	\$/Feature/Month	\$0.26
Code Restriction Diversion	\$/Feature/Month	\$0.25
Code Calling	\$/Feature/Month	\$10.77
Meet-Me Conference	\$/Feature/Month	\$3.29
Call Park	\$/Feature/Month	\$0.12
Executive Busy Override	\$/Feature/Month	\$0.08
Last Number Redial	\$/Feature/Month	\$0.09
Direct Inward System Access	\$/Feature/Month	\$0.13
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.00
Bg - Speed Calling Shared	\$/Feature/Month	\$0.01
Attendant Recall from Satellite	\$/Feature/Month	\$3.48
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.01
Business Set - Call Pick-up	\$/Feature/Month	\$0.04
Authorization Code for Mdr	\$/Feature/Month	\$0.00
Locked Loop Operation	\$/Feature/Month	\$0.00
Attendant Position Busy	\$/Feature/Month	\$4.62
Two-Way Splitting	\$/Feature/Month	\$5.53
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.31
Business Group Call Waiting	\$/Feature/Month	\$0.00
Music on Hold	\$/Feature/Month	\$0.94
Automatic Alternate Routing	\$/Feature/Month	\$0.38
DTMF Dialing	\$/Feature/Month	\$0.09

VERTICAL FEATURES		(Subject to Availability)
BG DTMF Dialing	\$/Feature/Month	\$0.09
Business Set Access to Paging	\$/Feature/Month	\$2.32
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.39
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.28
Direct Inward Dialing	\$/Feature/Month	\$7.74
Customer Dialed Account Recording	\$/Feature/Month	\$0.78
Deluxe Automatic Route Selection	\$/Feature/Month	\$34.54
MDC Attendant Console	\$/Feature/Month	\$12.35
Warm Line	\$/Feature/Month	\$0.01
Calling Name Delivery	\$/Feature/Month	\$0.18
Call Forwarding Enhancements	\$/Feature/Month	\$0.00
Caller ID Name and Number	\$/Feature/Month	\$0.65
InContact	\$/Feature/Month	\$3.79
Call Waiting ID	\$/Feature/Month	\$0.07
Att'd ID on Incoming Calls	\$/Feature/Month	\$2.41
Privacy Release	\$/Feature/Month	\$0.24
Display Calling Number	\$/Feature/Month	\$0.12
Six-Port Conference	\$/Feature/Month	\$40.21
Business Set Call Back Queuing	\$/Feature/Month	\$0.01
ISDN Code Calling - Answer	\$/Feature/Month	\$0.15
Att'd Call Park	\$/Feature/Month	\$1.36
Att'd Autodial	\$/Feature/Month	\$0.60
Att'd Speed Calling	\$/Feature/Month	\$1.03
Att'd Console Test	\$/Feature/Month	\$0.07
Att'd Delayed Operation	\$/Feature/Month	\$0.00
Att'd Lockout	\$/Feature/Month	\$0.00
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.00
Att'd Secrecy	\$/Feature/Month	\$0.49
Att'd Wildcard Key	\$/Feature/Month	\$0.20
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.00
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.10
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$0.96
Att'd Display of Queued Calls	\$/Feature/Month	\$0.03

VERTICAL FEATURES		(Subject to Availability)
Att'd Interposition Transfer	\$/Feature/Month	\$0.13
Att'd Automatic Recall	\$/Feature/Month	\$0.42

COLLOCATION ATTACHMENT

1. General.

This Collocation Attachment (Attachment), together with Articles I and II, sets forth the terms and a conditions under which GTE shall provide collocation services to Gulf Coast. Collocation provides, where technically feasible and where space is available, for access to GTE's Wire Center of access tandems listed in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC-4, for the purpose of interconnection for the exchange of traffic with GTE and/or access to Unbundled Network Elements (UNEs). Collocation at GTE's Wire Centers and access tandems shall be accomplished through caged or cageless service offerings, 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.

By agreeing to the terms of this Attachment or the collocation of any equipment hereunder: (1) GTE does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; and (2) GTE does not intend to, and therefore does not establish any precedent, waiver, course of dealing or in any way evidence GTE's position or intent with regard to future collocation requests; and (3) GTE specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000).

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within GTE Wire Center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE Wire Center or access tandem. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The HC and GC(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged collocation as described in this Attachment will apply to shared caged collocation requirements. For

additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1.1.

2.3 Subleased Caged.

Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in GTE's Wire Center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The CLEC would sublease the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC is solely responsible for determining whether to sublease a shared caged collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). The CLEC and third party(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Attachment will apply to subleased caged collocation requirements. For additional details on subleased caged collocation, see GTE's CSP, which is described in Section 3.1.1.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE Wire Center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. The equipment location will be designated by GTE and will vary based on individual Wire Center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs 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 caged and 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 3.1.1.

2.6 Other.

A CLEC 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 terms of this Attachment 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 Gulf Coast to contact to place a request for collocation. The point of contact will provide Gulf Coast 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.
- 3.1.2 Application Form/Fee. Gulf Coast 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 A described in Section 6.1 for each Wire Center or access tandem at which collocation is requested. The application form will require Gulf Coast to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. Gulf Coast 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. Any such charges shall be noticed to the CLECs.
- 3.1.3 Notification of Acceptance/Rejection. GTE will notify Gulf Coast in writing within fifteen (15) calendar days following receipt of the completed application if Gulf Coast's requirements cannot be accommodated as specified. Should Gulf Coast submit ten (10) or more applications within a ten (10) calendar day period, the response interval will be increased by ten (10) calendar days for every ten (10) additional applications or fraction thereof.
- 3.1.4 Changes. The first application form filed by Gulf Coast shall be designated the original application. Original applications for collocation arrangements for sites that have not been inspected and approved by Gulf Coast and GTE are subject to requests for minor or major changes to the site requested in the application. Changes will not be initiated until a completed application has been submitted along with appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power; heating, ventilation, and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of Gulf Coast, major changes may be handled in one of the following two methods to the extent technically feasible.

3.1.4.1 Method 1: Additional Application. Gulf Coast may elect to have a major change to its original collocation application treated by GTE as a separate, additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering Fee, GTE will notify Gulf Coast in writing within fifteen (15) calendar days following receipt of the completed additional application if the Gulf Coast additional requirements can or 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.

3.1.4.2 Method 2: Supplemental Application. Gulf Coast may elect to have a major change to its original collocation application treated by GTE as a supplemental application. A supplemental application may affect GTE's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, GTE will notify Gulf Coast in writing within fifteen (15) calendar days following receipt of the completed supplemental application if Gulf Coast requirements can or cannot be accommodated as specified. Upon notification that GTE can accommodate the requirements of the supplemental application, Gulf Coast may elect to proceed with the supplemental application. GTE's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

3.1.4.3 Minor changes are those requests that do not require additional AC or DC power, HVAC upgrades, or changes in cage/floor space. The Gulf Coast will be required to submit a revised application but the deliverable dates for the project will not change.

3.2 Space Availability.

GTE will notify Gulf Coast within fifteen (15) calendar 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 Gulf Coast in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide Gulf Coast with a price quote for collocation services required to accommodate Gulf Coast's request within thirty (30) calendar days of Gulf Coast's application date, provided that no ICB rates are required in the quote. GTE reserves the right to change the price quote at any time prior to acceptance by Gulf Coast. If the quote is not accepted by Gulf Coast within such ninety (90) day period, Gulf Coast 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, Gulf Coast 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 an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

3.5.1 Major Augments are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the caged floor space over what Gulf Coast requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

3.5.2 Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase the caged floor space, over what Gulf Coast requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require GTE to perform a service or function on behalf of Gulf Coast including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DS0, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by Gulf Coast, that do not require GTE to provide a service or function on behalf of Gulf Coast, including but not limited to, requests to install additional equipment in Gulf Coast cage. Prior to the installation of the additional equipment, Gulf Coast agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in Gulf Coast's collocation arrangement. Once the equipment list is submitted to GTE, Gulf Coast may proceed with the augment. Gulf Coast agrees that changes in equipment provided by Gulf Coast under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Company inspection, in accordance with term of this contract for the purpose of ensuring compliance with Company safety standards.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where Gulf Coast seeks to expand its existing collocation space, GTE shall make contiguous space available to the extent possible; provided, however, GTE does not guarantee contiguous

space to Gulf Coast to expand its existing collocation space. Gulf Coast 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 Major Augment fee.

3.7 Relocation.

Gulf Coast 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. Gulf Coast 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, as set forth in Appendix A described in Section 6.1, associated with the ordered collocation services, GTE will:

- 4.1.1 Schedule a meeting with Gulf Coast to determine engineering and network requirements.
- 4.1.2 Initiate the necessary modifications to the Wire Center or access tandem to accommodate Gulf Coast's request.
- 4.1.3 Work cooperatively with Gulf Coast to ensure that services are installed in accordance with the service requested.

Gulf Coast is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. Gulf Coast shall meet with GTE, if requested by GTE, to review design and work plans for installation of Gulf Coast's designated equipment within GTE premises. GTE and Gulf Coast 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 A described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. Gulf Coast is responsible to have all cables and other equipment to be furnished by Gulf Coast ready for installation on the date scheduled. If Gulf Coast fails to notify GTE of a delay in the installation date, Gulf Coast will be subject to the appropriate additional labor charge set forth on Appendix A described in Section 6.1.

4.2 Space Preparation.

- 4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or Gulf Coast may subcontract this work to a GTE approved contractor.
- 4.2.2 Site Selection/Power. GTE shall designate the space within its Wire Center and/or access tandem where Gulf Coast shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix A 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 Gulf Coast's equipment in the same standards and parameters required for GTE equipment within that Wire Center or access tandem. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.
- 4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform Gulf Coast of the time estimates as soon as possible. GTE shall complete delivery of the floor space to Gulf Coast within ninety (90) calendar 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 Gulf Coast beginning the installation of its equipment in a cage, bay or cabinet, Gulf Coast and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by Gulf Coast, billing will be initiated, access cards will be issued and Gulf Coast may begin installation of its equipment.

4.3 Equipment and Facilities.

- 4.3.1 Purchase of Equipment. Gulf Coast will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If Gulf Coast chooses, GTE will assist Gulf Coast in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of Gulf Coast's equipment and provided facilities for collocation.
- 4.3.2 Permissible Equipment. Gulf Coast is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to UNEs. Gulf Coast shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to UNEs. Gulf Coast 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. Gulf Coast's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All Gulf Coast equipment used for caged and cageless collocation must be tested to, and must meet (1) the NEBS Level 1 family of requirements as described in Telecordia Special Report SR-3580, plus be tested to (2) specific additional risk/safety/hazard criteria specified in Addendum E of the CSP. Any Gulf Coast equipment that does not conform to requirement (1) may not be installed on GTE

property. A cabinet may be used to mitigate deficiencies identified in requirement (2). GTE reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with the applicable NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of Gulf Coast facilities or equipment that does not meet or comply with the NEBS equipment requirements specified in Addendum E of the CSP.

- 4.3.4 Cable. Gulf Coast 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 in the CSP) are required to reduce the possibility of interference. Gulf Coast is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing Gulf Coast's fire retardant riser cable from the cable vault to the collocation space. GTE is responsible for installing Gulf Coast provided fiber optic cable in the cable space or conduit from the first manhole outside of the Wire Center or access tandem into the Wire Center or access tandem. This may be shared conduit with dedicated inner duct. Where Gulf Coast is providing underground fiber optic cable in the first manhole outside of the Wire Center or access tandem, it must be of sufficient length as specified by GTE to be pulled through the Wire Center or access tandem to Gulf Coast's collocation space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact Gulf Coast in the event Gulf Coast's equipment disrupts the network. If GTE is unable to make contact with Gulf Coast, GTE shall temporarily disconnect Gulf Coast's service, as provided in Section 4.7. GTE will notify Gulf Coast as soon as possible after any disconnects of Gulf Coast's equipment.
- 4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. Gulf Coast will not be permitted to splice fiber optic cable in the first manhole outside of the Wire Center or access tandem. Where Gulf Coast 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 to Gulf Coast's collocation space. GTE is responsible for installing a cable splice, if necessary, where Gulf Coast provided fiber optic cable meets GTE standards within the Wire Center or access tandem cable vault or designated splicing chamber. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where Gulf Coast-owned cable facilities connect to GTE termination equipment. The demarcation point for Gulf Coast is Gulf Coast's terminal equipment or interconnect/cross connect panel within Gulf Coast's cage, bay/frame or cabinet. Gulf Coast must tag all entrance facilities to indicate ownership. Gulf Coast 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 caged and cageless collocation arrangements, Gulf Coast shall have the right to use a designated staging area, a portion of the Wire Center(s) or access tandem(s) and loading areas, if available, on a temporary

basis during Gulf Coast's equipment installation work in the collocation space. Gulf Coast 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. Gulf Coast 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. Gulf Coast 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 Gulf Coast a market value lease rate for the area occupied by the trailer.

4.3.8 Testing. Upon installation of Gulf Coast's equipment, and with prior notice, GTE will schedule time to work with Gulf Coast during the turn-up phase of the equipment to ensure proper functionality between Gulf Coast's 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 Gulf Coast to provide their own monitor and test points, if required, for connection directly to its terminal equipment.

4.3.9 Collocator to Collocator Interconnect Arrangements. GTE shall provide, upon Gulf Coast's request, a Collocator to Collocator Interconnect arrangement between Gulf Coast's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, Gulf Coast must submit an Application Form, ASR, and a Minor Augment fee. GTE will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route. Gulf Coast has the option of providing all cables and connectors and the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If GTE provides the cables and connectors and/or pulls the cable, the applicable cable and labor rates will be applied.

4.4 Access to Collocation Space.

GTE will permit Gulf Coast's employees, agents, and contractors approved by GTE to have direct access to Gulf Coast's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. Gulf Coast's 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 Gulf Coast, to access Gulf Coast's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where Gulf Coast 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 Gulf Coast's personnel.

4.5 Network Outage, Damage and Reporting.

Gulf Coast shall be responsible for: (a) any damage or network outage occurring as a result of Gulf Coast owned or Gulf Coast 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 Gulf Coast service.

4.6 Security Requirements.

- 4.6.1 Background Tests; Training. All employees, agents and contractors of Gulf Coast must meet certain minimum requirements as established in GTE's CSP. At the time Gulf Coast places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, Gulf Coast 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. Gulf Coast 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 Gulf Coast with written notice of such changes. Where applicable, GTE will provide information to Gulf Coast on the specific type of security training required so Gulf Coast's 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 Gulf Coast employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of Gulf Coast 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 to deny access to GTE buildings for Gulf Coast's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. 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 a reasonable number of individuals for Gulf Coast for each GTE Wire Center or access tandem for the purpose of installation, maintenance and repair. All Gulf Coast 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 Gulf Coast. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide Gulf Coast with instructions and necessary access cards or keys to obtain access to GTE buildings. Gulf Coast is required to immediately notify GTE by the most expeditious means, when any Gulf Coast's 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. Gulf Coast is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings upon termination of employment of Gulf Coast's employee and/or termination of service. Gulf Coast shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of Gulf Coast or Gulf Coast's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

Gulf Coast is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Gulf Coast 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 Gulf Coast in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to Gulf Coast as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Gulf Coast's facilities or equipment and its ability to provide service. GTE will restrict access to Gulf Coast's 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 Gulf Coast's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Gulf Coast or Gulf Coast's equipment upon the operation of GTE's equipment, facilities and/or employees located outside Gulf Coast's collocation space. GTE will notify Gulf Coast as soon as possible when such an event has occurred. In case of a GTE work stoppage, Gulf Coast's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect Gulf Coast's access to its premises, or ability to provide service. Gulf Coast will notify GTE point of contact of any work stoppages by Gulf Coast employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit Gulf Coast to secure collocation space on a 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 caged and 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) calendar days of any known changes. This information will be listed at the following public Internet URL: <http://www.gte.com/Regulatory>. Where GTE is unable to accommodate caged and cageless collocation requests at a Wire Center or access tandem due to space limitations or other technical reasons, GTE shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Wire Center or access tandem; and (b) allow Gulf Coast to tour the entire premises of the Wire Center or access tandem, without charge, within (10) calendar days of the tour request.

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to Gulf Coast at the time of the initial application will be twenty-five (25) square feet of caged collocation space or 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 Gulf Coast 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 caged, cageless and/or adjacent collocation will be provided on a per request basis, where available. Additional space can be requested by Gulf Coast by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix

A 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 Gulf Coast will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Gulf Coast 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. Gulf Coast shall use the collocation space solely for the purposes of installing, maintaining and operating Gulf Coast's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing UNEs. Gulf Coast 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 Gulf Coast's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as Gulf Coast's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its 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 CLECs 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 caged and cageless collocation requests. Gulf Coast 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 Gulf Coast to determine an alternative arrangement for the specific location. Gulf Coast will be allowed to reserve collocation space for its caged/cageless arrangements based on Gulf Coast's 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 Gulf Coast equipment.

5.5 Collocation Space Report.

Upon request by Gulf Coast and upon Gulf Coast 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:

- 5.5.1 Amount of caged and cageless collocation space available;
- 5.5.2 Number of telecommunications carriers with existing collocation arrangements;
- 5.5.3 Modifications of the use of space since the last collocation space report requested; and,
- 5.5.4 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 Gulf Coast within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee contained in Appendix A will be assessed per request and per Wire Center or access tandem.

5.6 Reclamation.

When initiating an application form, Gulf Coast must have started 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 Gulf Coast accepts the collocation arrangement. If Gulf Coast 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 CLEC'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 Customers. In such cases, GTE will reimburse Gulf Coast 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.

The rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix A attached hereto. Notwithstanding anything in this Agreement to the contrary, 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 A, 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 Gulf Coast when GTE provides Gulf Coast access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

Gulf Coast 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 the initial 100 square feet rate per square foot of caged space up to 100 square feet, plus the number of square feet over 100 square feet multiplied by the over 100 square feet rate. For cageless collocation arrangements, the

site preparation charge shall be applied on a per bay basis. Site preparation rates are specified in Appendix A.

7. Casualty.

If the collocation equipment location in GTE's Wire Center(s) or access tandem(s) is rendered wholly unusable through no fault of Gulf Coast, 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 Gulf Coast as soon as practicable but no later than one hundred eighty (180) calendar days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) calendar 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. Gulf Coast 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, Gulf Coast shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of Gulf Coast's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with Gulf Coast to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to Gulf Coast detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against Gulf Coast in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by Gulf Coast which were because any period after such date shall be returned to Gulf Coast.

8. Termination of Service.

8.1 Grounds for Termination.

GTE's obligation to provide collocation is contingent upon Gulf Coast's compliance with the terms and conditions of this Attachment 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 Gulf Coast 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) calendar days notice in the event Gulf Coast: (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 CLECs.

8.2 Effects of Termination.

Upon the termination of collocation service, Gulf Coast shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove Gulf Coast's equipment if Gulf Coast fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. Gulf Coast will be charged the appropriate additional labor charge in Appendix A for the removal of such equipment. Upon removal by Gulf Coast of all its equipment from the collocation space, Gulf Coast 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 A. Upon termination of collocation services, Gulf Coast relinquishes all rights, title and ownership of cable to GTE.

9. 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. Gulf Coast 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 Gulf Coast requires use of a GTE local exchange line, Gulf Coast must order a business local exchange access line (B1). Gulf Coast may not use GTE official lines.

**APPENDIX A
COLLOCATION RATES**

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	\$200.00
Access Card Administration (New/Replacement)	per card	NRC	\$21.00
Cage Enclosure			
Cage Fencing 100 & Over Square Feet Floor Space	1 SF fencing	NRC	\$9.00
Cage Fencing 75 - 99 Square Feet Floor Space	1 SF fencing	NRC	\$10.00
Cage Fencing 50 - 74 Square Feet Floor Space	1 SF fencing	NRC	\$11.00
Cage Fencing 25 - 49 Square Feet Floor Space	1 SF fencing	NRC	\$13.00
Cage Gate	per gate	NRC	\$498.00
Cage Grounding Bar	per bar	NRC	\$1,198.00
Site Preparation Charge			
Initial 100 Square Feet	per sq ft	NRC	\$336.00
Incremental - Over 100 Square Feet	per sq ft	NRC	\$42.00
DC Power	per 40 amps	NRC	\$2,473.00
Cable Support Charge	per project	NRC	\$8,981.00
Fiber Cable Pull			
Engineering	per project	NRC	\$607.00
Place Innerduct	per lin ft	NRC	\$2.00
Pull Cable	per lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Fiber Cable Splice			
Engineering	per project	NRC	\$31.00
Splice Cable	per fiber	NRC	\$45.00
BITS Timing	per project	NRC	\$255.00
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area	per sq ft	MRC	\$3.00
DC Power	per 40 amps	MRC	\$550.00
Facility Termination			
DS0	per 100 pr	MRC	\$4.00
DS1	per 28 pr	MRC	\$15.00
DS3	per DS3	MRC	\$11.00
Cable Rack Space – Metallic	per occurrence	MRC	\$51.00
Cable Rack Space – Fiber	per innerduct ft	MRC	\$0.02
Manhole Space – Fiber	per project	MRC	\$6.00
Subduct Space – Fiber	per lin ft	MRC	\$0.03

CAGED COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	\$9.00
Space Utilization in Vault	per subduct	MRC	\$1.00
Fiber Cable - 96 Fiber			
Material	per splice	MRC	\$26.00
Space Utilization in Vault	per subduct	MRC	\$1.00
BITS Timing	per occurrence	MRC	\$11.75

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Non-Recurring Prices			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	\$200.00
Access Card Administration (New/Replacement)	per card	NRC	\$21.00
Cageless Site Preparaton Charge	per bay	NRC	\$4,800.00
DC Power	per 40 amps	NRC	\$2,473.00
Cable Support Charge	per project	NRC	\$8,981.00
Fiber Cable Pull			
Engineering	per project	NRC	\$607.00
Place Innerduct	per lin ft	NRC	\$2.00
Pull Cable	per lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Fiber Cable Splice			
Engineering	per project	NRC	\$31.00
Splice Cable	per fiber	NRC	\$45.00
BITS Timing	per project	NRC	\$255.00
Monthly Recurring Prices			
Floor Space			
Relay Rack	per lin ft	MRC	\$13.00
Cabinet	per lin ft	MRC	\$18.00
DC Power	per 40 amps	MRC	\$550.00
Facility Termination			
DS0	per 100 pr	MRC	\$4.00
DS1	per 28 pr	MRC	\$15.00
DS3	per DS3	MRC	\$11.00
Cable Rack Space - Metallic	per occurrence	MRC	\$51.00
Cable Rack Space - Fiber	per innerduct ft	MRC	\$0.02
Manhole Space - Fiber	per project	MRC	\$6.00
Subduct Space - Fiber	per lin ft	MRC	\$0.03
Cable Vault Splice			
 Fiber Cable - 48 Fiber			
Material	per splice	MRC	\$9.00
Space Utilization in Vault	per subduct	MRC	\$1.00
 Fiber Cable - 96 Fiber			
Material	per splice	MRC	\$26.00
Space Utilization in Vault	per subduct	MRC	\$1.00
BITS Timing	per occurrence	MRC	\$11.75

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Fee	per occurrence	NRC	\$958.00
Fiber Cable Pull			
Engineering	per project	NRC	\$607.00
Place Innerduct	1 lin ft	NRC	\$2.00
Pull Cable	1 lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Metallic Cable Pull			
Engineering	per project	NRC	\$607.00
Pull Cable	1 lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Cable Splice			
Engineering	per project	NRC	\$31.00
Metallic Cable Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	\$1.00
Metallic Cable Splicing (200 pair or less)	per DSO/DS1 pair	NRC	\$2.00
Fiber Cable Splicing (48 fiber cable or less)	per fiber	NRC	\$45.00
Fiber Cable Splicing (greater than 48 fiber)	per fiber	NRC	\$40.00
Facility Pull			
Engineering	per project	NRC	\$72.00
Facility Pull	1 lin ft	NRC	\$1.00
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	\$4.00
Unconnectorized	per 100 pr	NRC	\$38.00
DS1 Cable			
Connectorized	per 28 pr	NRC	\$1.00
Unconnectorized	per 28 pr	NRC	\$29.00
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	\$1.00
Unconnectorized	per DS3	NRC	\$10.00
Fiber	per fiber term	NRC	\$45.00
BITS Timing	per project	NRC	\$255.00
<u>Monthly Recurring Prices</u>			
Cable Space			
Subduct Space			
Manhole	per project	MRC	\$6.00
Subduct	1 lin ft	MRC	\$0.03
Conduit Space - 4" Duct - Metallic Cable			
Manhole	per conduit	MRC	\$10.00
Conduit	1 lin ft	MRC	\$0.03

ADJACENT COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Facility Termination			
DSO	per 100 pr	MRC	\$4.00
DS1	per 28 pr	MRC	\$15.00
DS3	per coaxial	MRC	\$11.00
Cable Vault Space			
Metallic DS0 Cable - 1200 Pair			
Material	per splice	MRC	\$453.00
Space Utilization	per cable	MRC	\$4.00
Metallic DS0 Cable - 900 Pair			
Material	per splice	MRC	\$331.00
Space Utilization	per cable	MRC	\$3.00
Metallic DS0 Cable - 600 Pair			
Material	per splice	MRC	\$221.00
Space Utilization	per cable	MRC	\$3.00
Metallic DS0 Cable - 100 Pair			
Material	per splice	MRC	\$46.00
Space Utilization	per cable	MRC	\$1.00
Fiber Cable - 48 fiber			
Material	per splice	MRC	\$9.00
Space Utilization	per subduct	MRC	\$1.00
Fiber Cable - 96 fiber			
Material	per splice	MRC	\$26.00
Space Utilization	per subduct	MRC	\$1.00
Cable Rack Space			
Metallic DSO	1 lin ft	MRC	\$0.01
Metallic DS1	1 lin ft	MRC	\$0.01
Fiber	per innerduct ft	MRC	\$0.02
Coaxial	1 lin ft	MRC	\$0.01
BITS Timing	per occurrence	MRC	\$11.75

MISCELLANEOUS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	\$41.66
Each Additional Half Hour or Fraction Thereof		NRC	\$20.83
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	\$100.00
Each Additional Half Hour or Fraction Thereof		NRC	\$75.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	\$150.00
Each Additional Half Hour or Fraction Thereof		NRC	\$125.00
Cable Material Charge	per project	NRC	\$9,350.00
Collocation Space Report	per premise	NRC	\$1,624.00