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February 25, 2005

**BY HAND DELIVERY**

Ms. Blanca Bayó, Director  
Commission Clerk and Administrative Services  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 040156-TP

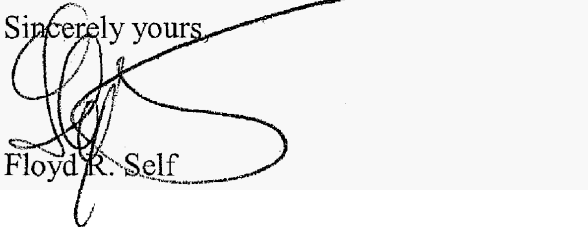
Dear Ms. Bayó:

Enclosed for filing on behalf of MCI, Inc. are an original and fifteen copies of the Direct Testimony of Greg J. Darnell on behalf of MCI, Inc. in the above referenced docket.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

  
Floyd R. Self

FRS/amb  
Enclosures  
cc: Parties of Record

DOCUMENT NUMBER-DATE

01980 FEB 25 05

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Hand Delivery (\*) and/or U.S. Mail on this 25<sup>th</sup> day of February, 2005.

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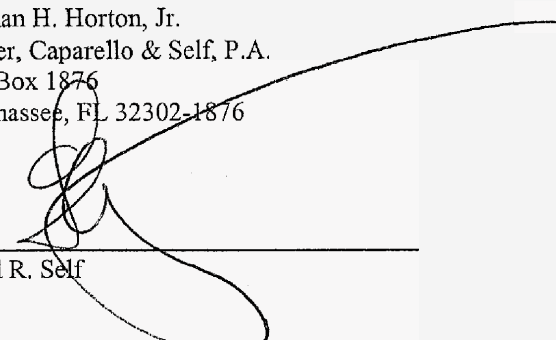
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\_\_\_\_\_  
Floyd R. Self

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition for Arbitration of Amendment to )  
Interconnection Agreements with Certain ) Docket No. 040156-TP  
Competitive Local Exchange Carriers and )  
Commercial Mobile Radio Service Providers in )  
Florida by Verizon Florida Inc. )

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**DIRET TESTIMONY OF**

**GREG J. DARNELL**

**ON BEHALF OF MCI, INC.**

**FEBRUARY 25, 2005**

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

2 A. My name is Greg Darnell, and my business address is 6 Concourse Parkway,  
3 Atlanta, Georgia, 30328.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by MCI, Inc. ("MCI") as Senior Manager – Regulatory Economics.

6 **Q. HAVE YOU PREVIOUSLY TESTIFIED?**

7 A. Yes, I have testified in proceedings before regulatory commissions in Alabama,  
8 California, Georgia, Kentucky, Louisiana, Mississippi, New Jersey, North Carolina,  
9 Pennsylvania, South Carolina and Tennessee, as well as before the Florida Public  
10 Service Commission ("Florida PSC" or "Commission"), and on numerous occasions  
11 have filed comments with the Federal Communications Commission ("FCC"). A  
12 summary of my academic and professional qualifications is attached as Exhibit GJD-1  
13 to this testimony.

14

15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16 A: My purpose is to respond to Issues 1-16 and 21-26 identified in this proceeding on  
17 behalf of MCImetro Access Transmission Services LLC, which is certificated to  
18 provide local exchange and long distance services in Florida and which is the  
19 successor in interest to MCI WORLDCOM Communications, Inc., Metropolitan  
20 Fiber Systems of Florida, Inc., and Intermedia Communications, Inc. ("MCI"), and  
21 has interconnection agreements with Verizon. MCI reserves the right to file  
22 supplemental testimony and to modify its proposed contract language in order to  
23 incorporate MCI's position in response to the FCC's Triennial Review Remand  
24 Order ("TRRO").

25

1 **Issue 1**

2 *Should the Amendment include rates, terms, and conditions that do not arise*  
3 *from federal unbundling regulations pursuant to 47 U.S.C. Sections 251 and*  
4 *252, including issues asserted to arise under state law or the Bell*  
5 *Atlantic/GTE Merger Conditions?*  
6

7 **Q. DOES MCI AGREE THAT THE AMENDMENT SHOULD INCLUDE**  
8 **RATES, TERMS, AND CONDITIONS THAT DO NOT ARISE FROM**  
9 **FEDERAL UNBUNDLING REGULATIONS PURSUANT TO 47 U.S.C.**  
10 **SECTIONS 251 AND 253, INCLUDING ISSUES ASSERTED TO ARISE**  
11 **UNDER STATE LAW OR THE BELL ATLANTIC/GTE MERGER**  
12 **CONDITIONS?**

13 **A.** Yes. The interconnection agreement between MCI and Verizon should set forth all of  
14 Verizon's wholesale obligations to MCI, including those obligations arising from  
15 Sections 251, 252 and 271 of the Communications Act, obligations arising under  
16 Florida law, as well as obligations arising from voluntary commitments made by  
17 Verizon for the benefit of MCI specifically or all CLECs generally, including those  
18 commitments set forth in the Bell Atlantic/GTE Merger Conditions. It is my  
19 understanding that nothing in federal law precludes MCI from having an  
20 interconnection agreement that sets forth in a comprehensive fashion all of the  
21 ILEC's wholesale obligations. Such a result facilitates the carrier-to-carrier  
22 relationship by having one source for all aspects of the commercial relationship  
23 between MCI and Verizon.

24 **Q. DOES THIS MEAN THAT THE COMMISSION SHOULD, AS PART OF**  
25 **THIS PROCEEDING, LOOK TO STATE LAW AS A SOURCE OF**



1 If the Arbitrated Terms (as defined in Section 4) or any subsequent  
2 permanent rates, terms or charges, or the methodology from which they were  
3 derived, are deemed unlawful, are stayed or enjoined or are adjusted or  
4 otherwise modified, in whole or in part, by the FPSC in Docket No. 990649-  
5 TP or by any commission, court or other governmental authority having  
6 competent jurisdiction in any other rate proceeding (including any proceeding  
7 designed to implement deaveraged rates), then, subject to Section 23.12 of  
8 the Underlying Agreement, either Party may, on thirty (30) days written  
9 notice (delivered not later than thirty (30) days following the date on which  
10 such action has become legally binding and has otherwise become final and  
11 nonappealable), require that such terms be renegotiated, and the Parties shall  
12 renegotiate in good faith such mutually acceptable new terms as may be  
13 required. If such new terms are not renegotiated within ninety (90) days after  
14 such notice, the Dispute shall be referred to the Alternative Dispute  
15 Resolution procedures set forth in the Underlying Agreement. Any adjusted  
16 or modified rates and charges established pursuant to, or in accordance with,  
17 an applicable order shall be applied prospectively from the effective date of  
18 the applicable order, unless the applicable order establishes a different  
19 effective date.  
20

21 For changes in law that do not affect "Arbitrated Terms" Section 3.3 of the original  
22 AT&T/GTE interconnection agreement would apply. It states,

23 GTE will not discontinue any unbundled Network Element, Ancillary Function  
24 or Combination thereof during the term of this Agreement without AT&T's  
25 written consent which consent shall not be unreasonably withheld, except (1) to  
26 the extent required by network changes or upgrades, in which event GTE will  
27 comply with the network disclosure requirements stated in the Act and the FCC's  
28 implementing regulations; or (2) if required by a final order of the Court, the  
29 FCC or the Commission as a result of remand or appeal of the FCC's order In the  
30 Matter of Implementation of Local Competition Provisions of the  
31 Telecommunications Act of 1996, Docket 96-98. In the event such a final order  
32 allows but does not require discontinuance, GTE shall make a proposal for  
33 AT&T's approval, and if the Parties are unable to agree, either Party may submit  
34 the matter to the Dispute resolution procedures described in Attachment 1. GTE  
35 will not discontinue any Local Service or Combination of Local Services without  
36 providing 45 days advance written notice to AT&T, provided however, that if  
37 such services are discontinued with less than 45 days notice to the regulatory  
38 authority, GTE will notify AT&T at the same time it determines to discontinue  
39 the service. If GTE grandfathers a Local Service or combination of Local  
40 Services, GTE shall grandfather the service for all AT&T resale customers who  
41 subscribe to the service as of the date of discontinuance.  
42

1 The change of law provision binds both Verizon and MCI to negotiate contract  
2 amendments to reflect changes in law, such as unbundling, once there is a final order.

3 **Q. VERIZON HAS PROPOSED LANGUAGE TO MODIFY THE EXISTING**  
4 **CHANGE OF LAW PROCESS IN THE INTERCONNECTION**  
5 **AGREEMENT. DOES MCI AGREE WITH THOSE CHANGES?**

6 A. No, it does not. Verizon's proposed contract language fails to implement in any  
7 detail the various and specific changes made by the FCC to the unbundling  
8 obligations found in Part 51 of the FCC's rules. Instead, Verizon's proposed  
9 contract language simply nullifies the current change of law provision in the parties'  
10 interconnection agreement. Under its proposal, Verizon's obligations under the  
11 agreements would be determined solely by its interpretation of the FCC's unbundling  
12 rules. This would essentially eliminate the need to negotiate contract amendments to  
13 implement changes in law, which is inconsistent with the scheme established by the  
14 1996 Telecommunications Act. Congress explicitly required that the ILECs'  
15 interconnection, unbundling and resale obligations be captured in agreements that are  
16 negotiated or arbitrated and approved by state commissions. Verizon's proposal  
17 would circumvent this process and permit Verizon to unilaterally implement present  
18 and future changes in law.

19 MCI has proposed to delete Verizon's proposed Section 2.1. MCI also  
20 revised Verizon's proposed Section 3.1 and applicable definitions. (See Exhibit  
21 GJD-3). There is simply no justification for Verizon's wholesale removal of the  
22 change of law provision to address possible future changes in Verizon's unbundling  
23 obligations.



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**Issue 3**

*What obligations under federal law, if any, with respect to unbundled access to local circuit switching, including mass market and enterprise switching (including Four-Line Carve-Out switching), and tandem switching, should be included in the Amendment to the parties' interconnection agreements?*

**Q. WHAT IS MCI'S POSITION REGARDING ISSUE 3?**

**A.** MCI's current position regarding Issue 3 is outlined in Section 8 of MCI's redlined version of Verizon's proposed contract amendment contained in Exhibit GJD-3. In light of the TRRO, both MCI and Verizon should have the opportunity to negotiate further the terms of this contract amendment in accordance with the existing change of law provisions contained in our current interconnection agreement. Further, MCI reserves its rights to supplement this testimony

**Issue 4**

*What obligations under federal law, if any, with respect to unbundled access to DS1 loops, unbundled DS3 loops, and unbundled dark fiber loops should be included in the Amendment to the parties' interconnection agreements?*

**Issue 5**

*What obligations under federal law, if any, with respect to unbundled access to dedicated transport, including dark fiber transport, should be included in the Amendment to the parties' interconnection agreements?*

**Q. WHAT IS MCI'S POSITION REGARDING ISSUES 4 AND 5?**

**A.** MCI's current position regarding Issues 4 and 5 is that Verizon should continue to provide unbundled DS1 and DS3 loops, unbundled dark fiber loops, unbundled dedicated transport. (including dark fiber transport) in

1 accordance with MCI and Verizon's existing interconnection agreement. In  
2 light of the TRRO, both MCI and Verizon should have the opportunity to  
3 negotiate further the terms of this contract amendment in accordance with the  
4 existing change of law provisions contained in our current interconnection  
5 agreement. Further, MCI reserves its rights to supplement this testimony

6  
7  
8 **Issue 6**  
9

10 *Under what conditions, if any, is Verizon permitted to re-price existing*  
11 *arrangements which are no longer subject to unbundling under federal law?*  
12

13 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 6?**

14 *A.* If Verizon seeks to re-price existing arrangements that will no longer be  
15 subject to unbundling requirements under federal law, Verizon is required to  
16 follow the existing change of law provisions in the parties' interconnection  
17 agreement. There are potentially two relevant provisions in the  
18 interconnection agreement depending on whether the change is related to an  
19 "Arbitrated Term" as defined by the interconnection agreement. Section 6  
20 (as found in Amendment No. 1) states,

21 If the Arbitrated Terms (as defined in Section 4) or any subsequent  
22 permanent rates, terms or charges, or the methodology from which they were  
23 derived, are deemed unlawful, are stayed or enjoined or are adjusted or  
24 otherwise modified, in whole or in part, by the FPSC in Docket No. 990649-  
25 TP or by any commission, court or other governmental authority having  
26 competent jurisdiction in any other rate proceeding (including any proceeding  
27 designed to implement deaveraged rates), then, subject to Section 23.12 of  
28 the Underlying Agreement, either Party may, on thirty (30) days written  
29 notice (delivered not later than thirty (30) days following the date on which  
30 such action has become legally binding and has otherwise become final and  
31 nonappealable), require that such terms be renegotiated, and the Parties shall  
32 renegotiate in good faith such mutually acceptable new terms as may be

1 required. If such new terms are not renegotiated within ninety (90) days after  
2 such notice, the Dispute shall be referred to the Alternative Dispute  
3 Resolution procedures set forth in the Underlying Agreement. Any adjusted  
4 or modified rates and charges established pursuant to, or in accordance with,  
5 an applicable order shall be applied prospectively from the effective date of  
6 the applicable order, unless the applicable order establishes a different  
7 effective date.  
8

9 For changes in law not affecting “Arbitrated Terms,” Appendix 2 of Attachment 14,  
10 Pricing, addresses how price changes related to unbundled network elements should  
11 be handled by the parties. This section states,

12 Other than the prices identified as interim, the prices listed in this Appendix 2  
13 will remain in effect for three (3) years (Initial Contract Period) unless  
14 amended pursuant to pricing orders applicable to Network Elements and  
15 Combinations provided by GTE to AT&T in the State. The prices identified  
16 as interim are subject to further order of the Commission pending submission  
17 of cost studies by GTE. At the end of the Initial Contract Period, the  
18 agreement will automatically renew for an additional one year term, unless  
19 one party gives 90 days written notice of a wish to terminate. Upon the  
20 giving of such written notice by a Party, the Parties agree to renegotiate any  
21 or all of the prices, subject to the then applicable pricing standards  
22 established by the FCC and/or the state regulatory commission. If the Parties  
23 are unable to agree upon revised prices within sixty (60) days of the request  
24 to terminate, a Party may invoke the Dispute resolution procedures of  
25 Attachment 1. Until such time as the revised prices are agreed to, or  
26 established by the decision of the Arbitrator in the dispute resolution  
27 procedure, the prices described in this Appendix 2 will continue to remain in  
28 effect.  
29

30 This pricing change of law provision binds both Verizon and MCI to negotiate  
31 pricing changes in this context. Nothing in the FCC’s recent orders, specifically the  
32 TRO and TRRO, give Verizon license to amend the change of law provisions of the  
33 current ICAs.

34 **Issue 7**  
35

36 *Should Verizon be permitted to provide notice of discontinuance in advance*  
37 *of the effective date of removal of unbundling requirements?*

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**Q. WHAT IS MCI'S POSITION REGARDING ISSUE 7?**

MCI does not object to part of proposed Section 3.1, namely, that 90 days notice is sufficient to discontinue the provisioning of Discontinued Elements, defined as: 1) enterprise switching; 2) OCn loops and OCn dedicated transport; 3) the Feeder portion of a Loop; 4) Line Sharing (subject to the FCC's transition rules); 5) call related databases (other than 911/E911) not provided in connection with use of Mass Market switching; 6) signaling or shared transport provisioned in connection with enterprise switching; 7) FTTP Loops; and 8) Hybrid Loops (subject to exceptions for narrowband services). These changes in Verizon's unbundling obligations are not the subject of further appeals or remand proceedings.

Verizon goes one step further, however, and seeks to include contract language on UNEs that *might* be removed from federal unbundling rules in the future. The proposed first sentence of Section 4.7.3 would define a "Discontinued Facility" as any UNE or combination that has ceased to be the subject of unbundling requirements under Federal rules. Again, Verizon is seeking to gut the change of law provisions of its interconnection agreements. This amendment should address UNEs and UNE combinations that are no longer the subject of federal unbundling obligations. MCI's revised version of the Verizon language would do just that. There is no justification for addressing speculative, future changes in Verizon's unbundling obligations.

Further, MCI has proposed to delete a sentence that would allow Verizon to give notice of discontinuance in advance of the effective date of removal of

1 unbundling requirements. This provision is not necessary, given MCI's proposed  
2 limitation of the scope of the definition of "Discontinued Element."

3 **Issue 8**  
4

5 *Should Verizon be permitted to assess non-recurring charges for the*  
6 *disconnection of a UNE arrangement or the reconnection of service under an*  
7 *alternative arrangement? If so, what charges apply?*  
8

9 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 8?**

10 **A.** Verizon should not be permitted to assess its existing loop disconnect  
11 nonrecurring charges on loops that are not disconnected or on loops that are  
12 disconnected as part of a group or batch request. The existing nonrecurring  
13 loop disconnect charges determined by the Florida PSC for Verizon Florida  
14 do not recover costs associated with mass disconnections or conversions to  
15 alternative offerings. The existing Verizon Florida loop disconnect charges  
16 recover costs associated with random loop disconnects that would have  
17 occurred given normal, market driven, customer churn. The changes that can  
18 be expected as a result of the TRRO will not be reflective of normal, market  
19 driven, customer churn. As such, the existing nonrecurring loop disconnect  
20 charges would not be appropriate in this situation because they do not reflect  
21 the scale and scope economies of a mass, one-time migration of loops, or a  
22 "batch hot cut." The Commission should determine new and lower "batch"  
23 hot cut rates that ensure the scope and scale economies of one-time, mass  
24 migration of loops are captured by any rates assessed on such hot cuts.  
25 Further, to the extent unbundled loops need not be disconnected but can be  
26 converted to alternative Verizon offerings (e.g. commercial offerings, resale),

1 no disconnect or reconnect charges should apply. MCI's position regarding  
2 Issue 8 is found at Section 3.2 and Section 8 of MCI's redlined version of  
3 Verizon's proposed contract amendment contained in Exhibit GJD-3.

4 **Issue 9**

5  
6 *What terms should be included in the Amendments' Definitions Section and*  
7 *how should those terms be defined?*

8  
9 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 9?**

10 A. MCI has proposed that the Amendment to the parties' interconnection agreement  
11 include definitions for a number of terms. Those proposed definitions are set forth in  
12 Section 9.7 of MCI's redlined version of Verizon's proposed contract amendment  
13 contained in Exhibit GJD-3. The purposes of MCI's proposed revisions are to ensure  
14 that the definitions track federal law in all respects and to supply definitions of other  
15 terms where Verizon's original draft omits a definition for the term.

16 **Issue 10**

17  
18 *Should Verizon be required to follow the change of law and/or dispute*  
19 *resolution provisions in existing interconnection agreements if it seeks to*  
20 *discontinue the provisioning of UNEs?*

21  
22 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 10?**

23  
24 A. Verizon should be required to follow the change of law and (if necessary) the  
25 dispute resolution provisions in the parties' existing interconnection  
26 agreements if it seeks to discontinue the provisioning of UNEs for the  
27 reasons set forth in response to Issues 2 and 7.

28 **Issue 11**

29  
30 *How should any rate increases and new charges established by the FCC in*  
31 *its final unbundling rules or elsewhere be implemented?*

32

1 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 11?**

2 A. Rate changes and new charges should be implemented by the parties by negotiating  
3 (and, if necessary, arbitrating) an amendment to the parties' interconnection  
4 agreement. Verizon proposes that any rate increases or new charges that may be  
5 established by the FCC in the *Interim Rules Order* or other proceedings may be  
6 implemented by Verizon on the effective date of the rate increase or new charge by  
7 the mere issuance of a rate schedule to MCI. Verizon offers no justification for not  
8 complying with the "change of law" provision in the underlying agreement.  
9 Verizon's proposed course would have MCI be liable for charges solely upon  
10 Verizon's interpretation of how any new rates or rate increases are to be applied.  
11 Were Verizon to follow the change of law process, disputes about the proper  
12 application of new rates/rate increases would be the subject of dispute resolution.  
13 Verizon's proposed language does not even contain a notice provision, which might  
14 in theory allow MCI to seek dispute resolution under the agreement before the new  
15 rates go into effect. Accordingly, as shown in MCI's redlined version of Verizon's  
16 proposed contracted amendment contained in Exhibit GJD-3, MCI proposes to delete  
17 Section 3.5.

18 **Issue 12**

19  
20 *Should the interconnection agreements be amended to address changes*  
21 *arising from the TRO with respect to commingling of UNEs with wholesale*  
22 *services, EELs, and other combinations? If so, how?*  
23

24  
25 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 12?**  
26

1 A. MCI's position on Issue 12 is set forth in detail in Section 4 of MCI's  
2 redlined edits to Verizon's proposed interconnection agreement amendment  
3 contained in Exhibit GJD-3.

4  
5 **Issue 13**  
6

7 *Should the interconnection agreements be amended to address changes*  
8 *arising from the TRO with respect to conversion of wholesale services to*  
9 *UNEs/UNE combinations? If so, how?*

10  
11 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 13?**

12  
13 A. MCI's position on Issue 13 is set forth in in detail in Section 5 of MCI's  
14 redlined edits to Verizon's proposed interconnection agreement amendment  
15 contained in Exhibit GJD-3.

16  
17 **Issue 14**

18 *Should the ICAs be amended to address changes, if any, arising from the TRO with*  
19 *respect to:*

- 20  
21 a) *Line splitting;*  
22 b) *Newly built FTTP loops;*  
23 c) *Overbuilt FTTP loops;*  
24 d) *Access to hybrid loops for the provision of broadband services;*  
25 e) *Access to hybrid loops for the provision of narrowband services;*  
26 f) *Retirement of copper loops;*  
27 g) *Line conditioning;*  
28 h) *Packet switching;*  
29 i) *Network Interface Devices (NIDs);*  
30 j) *Line sharing?*

31  
32 *If so how?*  
33

34  
35 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 14?**  
36



1 A. MCI's position on Issue 14(a) is set forth in Section 6 of MCI's redlined edits  
2 to Verizon's proposed interconnection agreement amendment contained in  
3 Exhibit GJD-3.

4 MCI's position on Issues 14(b) and (c) is set forth in Section 7 of  
5 MCI's redlined edits to Verizon's proposed interconnection agreement  
6 amendment contained in Exhibit GJD-3.

7 MCI's position on Issues 14(d) and (e) is set forth in Section 7.2 and  
8 9.7.5 of MCI's redlined edits to Verizon's proposed interconnection  
9 agreement amendment contained in Exhibit GJD-3.

10 MCI's position on Issue 14(f) is set forth in Section 7.3 of MCI's  
11 redlined edits to Verizon's proposed interconnection agreement amendment  
12 contained in Exhibit GJD-3.

13 MCI's position on Issue 14(g) is set forth in Section 7.4 of MCI's  
14 redlined edits to Verizon's proposed interconnection agreement amendment  
15 contained in Exhibit GJD-3.

16 MCI's position on Issue 14(j) is set forth in Section 9.7.5 of MCI's  
17 redlined edits to Verizon's proposed interconnection agreement amendment  
18 contained in Exhibit GJD-3.

19

20 **Issue 15**

21

22 *What should be the effective date of the Amendment to the parties' agreements?*

23

24 **Q. WHAT IS MCI'S POSITION REGARDING THE EFFECTIVE DATE OF**  
25 **THE AMENDMENT TO THE PARTIES' INTERCONNECTION**  
26 **AGREEMENT?**

1 A. Generally, the practice of the Commission has been to issue an order approving its  
2 decision regarding disputed issues and require the parties to submit a signed  
3 agreement that complies with its decision within 30 days of issuance of the order.  
4 The effective date of the agreement should be the date the Commission issues its  
5 final order approving the signed amendment.

6 **Issue 16**

7  
8 *How should CLEC requests to provide narrowband services through*  
9 *unbundled access to a loop where the end user is served via Integrated*  
10 *Digital Loop Carrier (IDLC) be implemented?*

11  
12 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 16?**

13  
14 A. MCI's position on Issue 16 is set forth in Section 7.2 of MCI's redlined edits  
15 to Verizon's proposed interconnection agreement amendment contained in  
16 Exhibit GJD-3.

17  
18  
19  
20 **Issue 21**

21 *What obligations under federal law, if any, with respect to EELs should be*  
22 *included in the Amendment to the parties' interconnection agreements?*

23  
24 *a) What information should a CLEC be required to provide to Verizon as*  
25 *certification to satisfy the service eligibility criteria (47 C.F.R. Sec. 51.318)*  
26 *of the TRO in order to (1) convert existing circuits/services to EELs or (2)*  
27 *order new EELs?*

28  
29 *b) Conversion of existing circuits/services to EELs:*

30  
31 *i. Should Verizon be prohibited from physically*  
32 *disconnecting, separating or physically altering the*  
33 *existing facilities when a CLEC requests a conversion of*  
34 *existing circuits/services to an EEL unless the CLEC*  
35 *requests such facilities alteration?*

36  
37 *ii. In the absence of a CLEC request for conversion of*  
38 *existing access circuits/services to UNE loops and*

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*transport combinations, what types of charges, if any, can Verizon impose?*

iii. *Should EELs ordered by a CLEC prior to October 2, 2003, be required to meet the TRO's service eligibility criteria?*

iv. *For conversion requests submitted by a CLEC prior to the effective date of the amendment, should CLECs be entitled to EELs/UNE pricing effective as of the date the CLEC submitted the request (but not earlier than October 2, 2003)?*

c) *What are Verizon's rights to obtain audits of CLEC compliance with the service eligibility criteria in 47 C.F.R. 51.318?*

**Q. WHAT IS MCI'S POSITION REGARDING ISSUE 21?**

A. MCI's position on Issue 21 is set forth in detail in Sections 4, 5, 8 and 9 of MCI's redlined edits to Verizon's proposed interconnection agreement amendment contained in Exhibit GJD-3.

**Issue 22**

*How should the Amendment reflect an obligation that Verizon perform routine network modifications necessary to permit access to loops, dedicated transport, or dark fiber transport facilities where Verizon is required to provide unbundled access to those facilities under 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51?*

**Q. WHAT IS MCI'S POSITION REGARDING ISSUE 22?**

A. MCI has not provided contract language regarding Issue 22 because such an amendment is unnecessary because FCC rules have not been changed in this regard.

**Issue 23**

*Should the parties retain their pre-Amendment rights arising under the Agreement, tariffs, and SGATs?*

1 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 23?**

2 A. The Agreement, as changed by the proposed Amendment, will be the exclusive  
3 source for determining the parties' contract rights. Verizon's proposed Section 3.4  
4 provides that Section 3 of the Amendment is subordinate to any pre-existing and  
5 independent rights that Verizon may have under the original agreement, a Verizon  
6 tariff or SGAT, or otherwise, to discontinue providing Discontinued Elements. This  
7 proposal cannot be justified. The purpose of Section 3 is to define the terms of when  
8 Verizon may discontinue offering certain UNEs and UNE combinations. Other  
9 contract provisions should not override this section. In all other respects, the  
10 proposed amendment supersedes inconsistent provisions in the original agreement.  
11 In addition, if MCI is purchasing UNEs out of the agreement, Verizon tariffs and  
12 SGATs have no relevance whatsoever.

13

14 **Issue 24**

15

16 *Should the Amendment set forth a process to address the potential effect on*  
17 *the CLECs' customers' services when a UNE is discontinued?*

18

19 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 24?**

20 A. In Section 8, MCI has proposed contract language to be included in the Amendment  
21 to address the potential effect on MCI customers in the event that Verizon  
22 discontinues the provisioning of certain UNEs and UNE combinations, including  
23 mass market switching. MCI's proposed language, with some exceptions, is the same  
24 language proposed by MCI in its initial responsive filing. The proposed transition  
25 arrangements for mass market switching, set forth in Section 8.1, are a default  
26 arrangement; they would apply in the absence of a transition process established by

1 the FCC or the Commission. In addition, the transition arrangements for Mass  
2 Market Switching would use the timelines set forth in the *TRO*, and would be  
3 triggered by Verizon's implementation of both a batch hot cut process and an  
4 individual hot cut process.

5 In light of the TRRO, both MCI and Verizon should have the opportunity to  
6 negotiate further the terms of this contract amendment in accordance with the  
7 existing change of law provisions contained in our current interconnection  
8 agreement. Further, MCI reserves its rights to supplement this testimony

9  
10 **Issue 25**

11  
12 *How should the Amendment implement the FCC's service eligibility criteria*  
13 *for combinations and commingled facilities and services that may be*  
14 *required under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?*

15  
16 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 25?**

17  
18 A. MCI's position on Issue 25 is set forth in detail in Section 4 of MCI's  
19 redlined edits to Verizon's proposed interconnection agreement amendment  
20 contained in Exhibit GJD-3.

21  
22 **Issue 26**

23  
24 *Should the Commission adopt the new rates specified in Verizon's Pricing*  
25 *Attachment on an interim basis?*

26  
27 **Q. WHAT IS MCI'S POSITION REGARDING ISSUE 26?**

28 A. No. A significant issue with respect to Verizon's proposed rates for performing  
29 routine network modifications is the extent to which the costs purportedly being  
30 recovered are already recovered in recurring UNE rates. It would not be appropriate,

1           on even an interim basis, to allow Verizon to double recover its costs. If the double  
2           recovery issue cannot be fully litigated as part of this proceeding, the Commission  
3           should set a zero rate for these proposed rate elements.

4   **Q.    DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

5   A.    Yes.

**GREGORY J. DARNELL**  
**PROFESSIONAL EXPERIENCE**

4/20/04 – Date SENIOR MANAGER, MCI, REGULATORY ECONOMICS

Responsibilities: Define public policy and ensure effective advocacy.

6/21/96 – 4/20/04 REGIONAL SENIOR MANAGER, MCI WORLDCOM, INC., PUBLIC POLICY.

Responsibilities: Define public policy and ensure effective advocacy throughout BellSouth Region.

9/1/95 - 6/21/96 SENIOR STAFF SPECIALIST III, MCI, NATIONAL ACCESS POLICY.

Responsibilities: Define MCI's national access policies and educate field personnel. Present MCI's access policy positions to Executive Management and obtain concordance.

9/1/94 - 9/1/95 SENIOR STAFF SPECIALIST III, MCI, CARRIER RELATIONS.

Responsibilities: Manage MCI's business relationship with ALLTEL.

1/1/93 - 9/1/94 SENIOR STAFF SPECIALIST II, MCI, SOUTHERN CARRIER MANAGEMENT.

Responsibilities: Chief of Staff.

9/1/91 - 1/1/93 MANAGER, MCI, ECONOMIC ANALYSIS.

Responsibilities: Testify before state utility commissions on access issues. Write tariff and rulemaking pleadings before the FCC. Serve as MCI's expert on Local Exchange Carrier revenue requirements, demand forecasts and access rate structures.

1/1/90 - 9/1/91 SENIOR STAFF SPECIALIST I, MCI, FEDERAL REGULATORY.

Responsibilities: Direct FCC tariff and rulemaking analysis. Provide access cost input to MCI's Business Plan. Write and file petitions against annual tariff filings and requests for rulemaking. Train State Utility Commissions on the use and design of financial databases.

1/1/89 - 1/1/90 STAFF SPECIALIST III, MCI, FEDERAL REGULATORY.

Responsibilities: Track and monitor tariff transmittals for Ameritech, BellSouth, SWBT and U S West. Author petitions opposing RBOC tariff filings. Represent MCI at National Ordering and Billing Forum.

10/9/87 - 1/1/89 SUPERVISOR, MCI, TELCO COST ANALYSIS.

*Responsibilities: Supervise team of analysts in their review of interstate access tariff changes. Coordinate updates to Special Access billing system.*

1/1/86 - 10/9/87 FINANCIAL ANALYST III, MCI, TELCO COST.

*Responsibilities: Analyze MCI's access costs and produce forecasts.*

6/1/85 - 1/1/86 STAFF ADMINISTRATOR II, MCI, LITIGATION SUPPORT.

*Responsibilities: Support MCI's antitrust counsel in taking depositions, preparing interrogatories and document requests.*

1/1/84 - 6/1/85 PRODUCTION ANALYST, MCI, LITIGATION SUPPORT.

*Responsibilities: Review and abstract MCI and AT&T documents obtained in MCI's antitrust litigation.*

8/1/82 - 1/1/84 LEGAL ASSISTANT, GARDNER, CARTON AND DOUGLAS.

*Responsibilities: Research and obtain information from the FCC, FERC and SEC.*

### **EDUCATIONAL EXPERIENCE**

9/1/00 – 12/13/04 UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE,  
M.S. TELECOMMUNICATIONS MANAGEMENT

*Studies: Network & Internet Engineering, MIS Integration, Management Accounting, International Public Policy, Strategic and Organizational Management of Technology, and IT Acquisition.*

9/1/91 - 1/1/93 GEORGE WASHINGTON UNIVERSITY,  
GRADUATE SCHOOL OF TELECOMMUNICATIONS.

*Studies: Public Policy, Electrical Engineering and Economics.*

9/1/78 - 6/1/82 UNIVERSITY OF MARYLAND, B.A.B.S.S., ECONOMICS.

*Studies: Macro and Micro Economics, Statistics, Calculus, Astronomy and Music.*



INTERCONNECTION, RESALE  
AND UNBUNDLING

AGREEMENT

between

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

and

GTE FLORIDA INC.

The filing of this arbitrated Agreement with the Florida Public Service Commission in accordance with the Arbitration Order No. PSC-97-0064-FOF-TP dated January 17, 1997 (the "Order") of the Commission, with respect to AT&T Communications of the Southern States, Inc.'s Petition for Arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement between AT&T Communications of the Southern States, Inc. and GTE Florida Inc., does not in any way constitute a waiver by either AT&T Communications of the Southern States, Inc. or GTE Florida Inc. of any right which any such Party may have to appeal to a competent court of law, or to petition the Commission for reconsideration of, any determination contained in the Order, or any provision included in this Agreement pursuant to the Order.

In this document the Parties attempt to comply with the Order which directs the Parties to reduce to contractual language the substantive provisions and directives of the Order. Nothing contained herein shall be construed or is intended to be a concession or admission by either Party that any such provision of the Order or the language herein complies with the duties imposed by the Telecommunications Act of 1996, the decisions of the FCC and the Commission, or other law, and each Party thus expressly reserves its full right to assert and pursue claims that the Order does not comport with applicable law.

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
PREFACE.....	5
AGREEMENT.....	5
RECITALS.....	5
SCOPE, INTENT AND DEFINITIONS.....	6
GENERAL TERMS AND CONDITIONS.....	7
1. PROVISION OF LOCAL SERVICE, UNBUNDLED NETWORK ELEMENTS AND INTERCONNECTION	7
2. TERM OF AGREEMENT.....	7
3. TERMINATION OF AGREEMENT; TRANSITIONAL SUPPORT.....	8
4. GOOD FAITH PERFORMANCE.....	9
5. OPTION TO OBTAIN LOCAL SERVICES OR NETWORK ELEMENTS UNDER OTHER AGREEMENTS	
6. RESPONSIBILITY OF EACH PARTY.....	9
7. GOVERNMENTAL COMPLIANCE.....	10
8. ENVIRONMENTAL.....	6
9. REGULATORY MATTERS.....	10
10. LIABILITY AND INDEMNITY.....	13
11. SERVICE PARITY AND STANDARDS.....	15
12. CUSTOMER CREDIT HISTORY.....	15
13. FORCE MAJEURE.....	17
14. CERTAIN STATE AND LOCAL TAXES.....	17
15. ALTERNATIVE DISPUTE RESOLUTION.....	18
16. NOTICES.....	18
17. CONFIDENTIALITY AND PROPRIETARY INFORMATION.....	19
18. BRANDING.....	21
19. DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTION.....	22
20. DIRECTORY ASSISTANCE LISTING INFORMATION.....	25

21	BUSY LINE VERIFICATION AND BUSY LINE VERIFICATION INTERRUPT.....	25
22.	NUMBER ASSIGNMENT .....	26
23.	MISCELLANEOUS .....	26
PART I LOCAL SERVICES RESALE .....		31
24.	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE .....	31
25.	GENERAL TERMS AND CONDITIONS FOR RESALE .....	31
26.	REQUIREMENTS FOR SPECIFIC SERVICES .....	33
27.	ADVANCED INTELLIGENT NETWORK .....	34
28.	ROUTING TO DIRECTORY ASSISTANCE, OPERATOR AND REPAIR SERVICES.....	35
29.	SERVICE SUPPORT FUNCTIONS .....	38
30.	PAY PHONE LINES AND PAY PHONE SERVICES .....	43
PART II: UNBUNDLED NETWORK ELEMENTS .....		47
31.	INTRODUCTION .....	47
32.	UNBUNDLED NETWORK ELEMENTS .....	47
PART III: ANCILLARY FUNCTIONS .....		50
33.	INTRODUCTION .....	50
34.	GTE PROVISION OF ANCILLARY FUNCTIONS.....	50
35.	STANDARDS FOR ANCILLARY FUNCTIONS .....	50
PART IV: INTERCONNECTION PURSUANT TO SECTION 251(C)(2).....		52
36.	SCOPE .....	52
37.	INTERCONNECTION POINTS AND METHODS.....	52
38.	TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2).....	58
39.	TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC.....	60
40.	TRANSPORT AND TERMINATION OF INFORMATION SERVICES TRAFFIC .....	61
41.	INSTALLATION, MAINTENANCE, TESTING AND REPAIR .....	62

## ATTACHMENTS

Attachment 1	Alternative Dispute Resolution
Attachment 2	Services Description: Unbundled Network Elements ("UNE")
Attachment 3	Service Description: Ancillary Functions
Attachment 4	Provisioning and Ordering - UNE
Attachment 5	Maintenance for Local Services Resale and UNE
Attachment 6	Local Services Resale, UNE and Interconnection Billing and Recording
Attachment 7	Provision of Customer Usage Data
Attachment 8	Local Number Portability
Attachment 9	Network Security
Attachment 10	Acronyms
Attachment 11	Definitions
Attachment 12	Service Quality Standards and Processes
Attachment 13	Electronic Interface for Operations Support Systems
Attachment 14	Pricing
Attachment 15	Reciprocal Compensation For Call Termination Agreement

## PREFACE

## AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1997, by and between AT&T Communications of the Southern States, Inc., a New York corporation having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia 30309, in its capacity as a certified provider of local dial-tone service ("AT&T"), and GTE Florida Inc., a Florida corporation, having an office for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), in its capacity as an incumbent local exchange carrier. This Agreement covers services only in the state of Florida (the "State").

## RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers, with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights of way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in Local Exchange Carrier premises, and

WHEREAS, GTE is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that GTE negotiate an agreement with AT&T for the provision of Network Elements, Local Services for resale, collocation and access to poles, ducts, conduits and rights of way and the reciprocal provision of interconnection services pursuant to the Act and in conformance with GTE's and AT&T's duties under the Act; and

WHEREAS, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network and the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection.

### **SCOPE, INTENT AND DEFINITIONS**

This Agreement governs the purchase by AT&T of certain telecommunications services provided by GTE in its service areas for resale by AT&T, the purchase by AT&T of certain unbundled network elements from GTE, the terms and conditions of the collocation of certain equipment of AT&T in the premises of GTE, the provision by GTE of access to its poles, conduits and rights of way and the reciprocal interconnection of each Party's local facilities for the exchange of traffic.

The Parties agree that their entry into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

For purposes of this Agreement, certain terms have been defined in Attachment 11 and elsewhere in this Agreement to encompass meanings that may differ from the normal connotation of the defined word. A defined word intended to convey its special meaning is capitalized when used. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning given them in the Act. For convenience of reference only, Attachment 10 provides a list of acronyms used throughout this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### **1. Provision of Local Service, Unbundled Network Elements and Interconnection**

This Agreement, which consists of these General Terms and Conditions and Attachments 1-15 and their accompanying Appendices, sets forth the terms, conditions and prices under which GTE agrees to provide (a) telecommunications services for resale (hereinafter referred to as "Local Services") and (b) certain unbundled Network Elements, Ancillary Functions and additional features to AT&T or combinations of such Network Elements ("Combinations"), for purposes of offering telecommunications services of any kind, including, but not limited to, local exchange services, intrastate toll services, and intrastate and interstate exchange access services and (c) access to GTE's poles, conduits and rights of way. This Agreement also sets forth the terms and conditions for the interconnection of AT&T's local network to GTE's local network ("Interconnection Services") and the reciprocal compensation to be paid by each Party to the other for the transport and termination of Local Traffic of the other Party. The Network Elements, Combinations or Local Services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Local Services provided by GTE or to any Network Elements, Combinations or Local Services provided by AT&T itself or by any other vendor. Subject to the requirements of this Agreement, AT&T may, at any time add or delete the Local Services, or Network Elements or Combinations purchased hereunder.

### **2. Term of Agreement**

This Agreement shall become effective two weeks following the issue date of the final order in the proceeding with respect to this Agreement. This arbitrated Agreement will be prepared, signed and executed not later than the effective date ordered by the Commission (the "Effective Date"). Each party shall designate a representative to sign the Agreement. The Agreement shall remain in effect for a period of three (3) years. This Agreement shall continue in effect for consecutive one (1) year terms, thereafter unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term.

3. **Termination of Agreement; Transitional Support**

- 3.1 Subject to any applicable restrictions and requirements contained elsewhere in this Agreement, AT&T may elect at any time to terminate this entire Agreement at AT&T's sole discretion, upon ninety (90) days prior written notice to GTE. Unless otherwise provided in this Agreement, in such case, AT&T's liability shall be limited to payment of the amounts due for Local Services, Network Elements, Combinations and Interconnection Services provided up to and including the date of termination. The Parties recognize that provision of uninterrupted service to customers is vital and services must be continued without interruption. Upon the termination or expiration of this Agreement, AT&T may itself provide or retain another vendor to provide comparable Local Services, Network Elements, or Combinations. GTE agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Local Services, Network Elements and Combinations are not degraded and to exercise reasonable efforts to assist in an orderly and efficient transition.
- 3.2 AT&T may terminate any Local Service(s), Network Element(s) or Combination(s) provided under this Agreement upon thirty (30) days written notice to GTE, unless a different notice period or different conditions are specified for termination of such Local Service(s), Network Element(s) or Combination(s) in this Agreement, in which event such specific period and conditions shall apply.
- 3.3 GTE will not discontinue any unbundled Network Element, Ancillary Function or Combination thereof during the term of this Agreement without AT&T's written consent which consent shall not be unreasonably withheld, except (1) to the extent required by network changes or upgrades, in which event GTE will comply with the network disclosure requirements stated in the Act and the FCC's implementing regulations; or (2) if required by a final order of the Court, the FCC or the Commission as a result of remand or appeal of the FCC's order In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Docket 96-98. In the event such a final order allows but does not require discontinuance, GTE shall make a proposal for AT&T's approval, and if the Parties are unable to agree, either Party may submit the matter to the Dispute resolution procedures described in Attachment 1. GTE will not discontinue any Local Service or Combination of Local Services without providing 45 days advance written notice to AT&T, provided however, that if such services are discontinued with less than 45 days notice to the regulatory authority, GTE will notify AT&T at the same time it determines to discontinue the service. If GTE grandfather a Local Service or combination of Local Services, GTE shall grandfather the service for all AT&T resale customers who subscribe to the service as of the date of discontinuance.



3.4 Either Party may terminate this Agreement at any time by giving written notice in writing to the other Party in the event the other Party files a petition for bankruptcy, is declared bankrupt, is insolvent, makes an assignment for the benefit of creditors, or goes into liquidation or receivership. In addition, either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due; provided however that the Party allegedly due payment (1) notifies the other Party of the amounts due, (2) utilizes the ADR process set forth in Attachment 1, (3) obtains a favorable final ruling in that process and (4) does not receive payment within thirty (30) calendar days of the final ruling. There shall be no other reason for the unilateral termination of this Agreement.

4. **Good Faith Performance**

In the performance of their obligations under this Agreement, the Parties shall act in accordance with the good faith requirements of the Act. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.

5. **Section 252 (i) Election**

GTE shall allow AT&T to elect terms other than those set forth in this Agreement to the extent required by Section 252 of the Act, final regulations thereunder and relevant court decisions.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability contained in this Agreement and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

Except with respect to laws relating to the environment and laws relating to Intellectual Property Rights compliance with which is covered by Section 10.4, AT&T and GTE each shall comply with all Applicable Law that relates to i) its obligations under or activities in connection with this Agreement; or ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and GTE each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from its failure to so comply. Each Party will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are necessary for such Party to perform its obligations under this Agreement.

8. **Environmental**

- 8.1 GTE and AT&T agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970 applicable to their performance under this Agreement. Each Party has the responsibility to notify the other if compliance inspections result in or citations are issued that impact any aspect of performance under this Agreement such as occurring on a LEC affected Work Location or involving CLEC potential employee exposure.
- 8.2 GTE and AT&T shall provide prompt reasonable notice to the other of known and discovered physical hazards or hazardous chemicals at any portion of an affected Work Location used by the other including, Material Safety Data Sheets (MSDSs) for materials existing or brought on site to the affected Work Location by such party.
- 8.3 AT&T and GTE will make available to each other their respective internal environmental control or safety procedures for review in planning work at a GTE Work Location. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors for safety and environmental protection. AT&T will follow its practices unless for a specific Work Location or emergency procedure, GTE's practice provides a greater degree of safety or environmental control.

- 8.4 Any materials brought to or stored at a Work Location by AT&T are the property of AT&T. AT&T must demonstrate adequate emergency response capabilities for its materials used or remaining at the GTE Work Location.
- 8.5 [Intentionally Deleted]
- 8.6 AT&T agrees to obtain and use its own environmental permits, if necessary for its performance under this Agreement. If GTE's permit or EPA identification number must be used, AT&T must comply with applicable GTE environmental procedures, including environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites to the extent provided by GTE. In the event that AT&T must use GTE's vendors for waste disposal, GTE assumes all liability for such materials, and GTE agrees to indemnify AT&T for any and all claims that may arise from such waste disposal.
- 8.7 [Intentionally Deleted]
- 8.8 GTE and AT&T shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting if applicable to their performance under this Agreement. If fees are associated with any required filing, GTE and AT&T will develop a cost sharing procedure. GTE and AT&T will determine for each Work Location which party has the lead responsibility for such filings and coordination.
- 8.9 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land owner. This may include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).
- 8.10 For the purposes of this Section 8 only, the following terms have the meanings set forth in this subsection 8.10:
- hazardous chemical: Means any chemical which is a health hazard or physical hazard as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200).
- third party contamination: Environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting an affected Work Location.
- 8.11 **Spill and Release Notifications**
- GTE and AT&T shall promptly notify the other of any spill or release of a Regulated Material at the facility. GTE's obligation under this Section is limited to those spills or releases likely to impact the portion of the facility

used by AT&T, or any portion of the facility where AT&T personnel are reasonably expected to be present. AT&T shall be responsible for reporting any spill or release of a Regulated Material occurring as part of or in connection with its operations that must be reported to any regulatory authority. AT&T will consult with GTE prior to making such report, unless the time required for prior consultation would preclude AT&T from complying with the applicable reporting requirement.

8.12 **Management of Manhole or Vault Water**

When conducting operations in any GTE manhole or vault area, AT&T shall follow the AT&T or GTE practice/procedure that provides the greatest degree of environmental control in evaluating and managing any water present in the manhole or vault area. AT&T shall be responsible for obtaining any permit or other regulatory approval necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by AT&T in meeting its obligations under this Section unless GTE placed or otherwise caused materials or substances to be present in the manhole or vault area.

9. **Regulatory Matters**

9.1 GTE shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with GTE in obtaining and maintaining any required approvals for which GTE is responsible, and GTE shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 Nothing in this Agreement shall be construed to deny either Party the right to file tariffs from time to time in the normal course of business. Nonetheless, each Party shall be exempt from any tariff change filed by the other Party during the term of this Agreement if such change conflicts with a price or other term of this Agreement, except to the extent that this Agreement makes the tariff item being changed determinative of such price or such other term, in which case the changed tariff shall apply prospectively.

9.3 [Intentionally Deleted]

9.4 [Intentionally Deleted]

10. **Liability and Indemnity**

10.1 **Liabilities of AT&T** - AT&T's liability to GTE during any Contract Year resulting from any and all causes under this Agreement, other than as specified in Sections 7, 8, 10.3 and 10.4 below, shall not exceed an amount equal to the amount due and owing by AT&T to GTE under this Agreement during the Contract Year in which such cause accrues or arises.

10.2 **Liabilities of GTE** - GTE's liability to AT&T during any Contract Year resulting from any and all causes under this Agreement, other than as specified in Sections 7, 8 and 10.4 below, shall not exceed an amount equal to any amounts due and owing by AT&T to GTE under this Agreement during the Contract Year in which such cause accrues or arises.

10.3 **No Consequential Damages** - NEITHER AT&T NOR GTE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT GTE'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY GTE'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. FOR PURPOSES OF THIS SECTION 10, AMOUNTS DUE AND OWING TO AT&T PURSUANT TO SECTION 11 (SERVICE PARITY) AND THE ATTACHMENT REFERENCED IN THAT SECTION SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

10.4 **Obligation to Indemnify**

Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors,

employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement or any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim"): (i) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement, that are the result of such Indemnifying Party's actions, breach of Applicable Law, or breach of representations, warranties or covenants made in this Agreement, or the actions, breach of Applicable Law or of this Agreement by its officers, directors, employees, agents and subcontractors, or (ii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's Customer's use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.

- 10.5 **Obligation to Defend; Notice; Co-operation** - Whenever a Claim shall arise for indemnification under this Agreement, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would adversely affect the Intellectual Property Rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense to the extent the Claim requests equitable relief or other

relief that could affect the intellectual property rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Service Parity and Standards**

- 11.1 Notwithstanding anything in this Agreement to the contrary, GTE shall meet any service standard imposed by the FCC or by any state regulatory authority for any Local Services, Unbundled Network Elements, Ancillary Functions and Interconnection provided by GTE to AT&T for resale.
- 11.2 GTE shall ensure that the quality of Local Services, network elements, ancillary functions, and interconnection provided to AT&T are at least equal in quality to that provided by GTE to itself.
- 11.3 GTE and AT&T agree to implement standards to measure the quality of the Local Services and Unbundled Network Elements supplied by GTE, in particular with respect to pre-ordering, ordering/provisioning, maintenance and billing. These quality standards are described in Attachment 12. In the event of a violation of Quality Standards by either Party, which the Complaining Party alleges constitutes a breach of this Agreement, the Complaining Party may elect, subject to the procedures set forth in Attachment 1, either (1) to seek such money damages as may be available at law; or (2) to claim the penalties specified in Attachment 12, but the Complaining Party may not seek both (1) and (2) based on the same alleged breach; provided, however, that nothing in this sentence shall prevent the Complaining Party from seeking equitable relief at the same time that it pursues a claim for money damages or a claim under Attachment 12.
- 11.4 [Intentionally Deleted]
- 11.5 If AT&T requests a standard higher than GTE provides to itself, such request shall be made as a Bona Fide Request pursuant to Attachment 12, and GTE shall provide such standard to the extent technically feasible. AT&T shall pay the incremental cost of such higher standard or other measurement of quality.

12. **Customer Credit History**

12.1 AT&T and GTE agree to make available to a designated third-party credit bureau, on a timely basis, such of the following customer payment history information that is available solely from internal business records of the providing Party for each person or entity that applies for local or IntraLATA toll Telecommunications Service(s) from either carrier. Such information shall be provided on the condition that the credit bureau will only make such information available to the carrier to which the person or entity in question has applied for Telecommunication Service.

Applicants name;  
Applicant's address;  
Applicant's previous phone number; if any;  
Amount, if any, of unpaid balance in applicant's name;  
Whether applicant is delinquent on payments;  
Length of service with prior local or IntraLATA toll provider;  
Whether applicant had local or IntraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and  
Whether applicant was required by prior local or IntraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.

Nothing contained herein shall require either Party to undertake obligations which would subject that Party to requirements or liabilities as a consumer reporting agency under 15 U.S.C. §1681 et seq. and its implementing regulations or any similar statute, order or administrative rule of the State.

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



13. **Force Majeure**

13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by any condition beyond the reasonable control of the Party claiming excusable delay or other failure to perform, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, freight embargoes, earthquakes, volcanic actions, wars, or civil disturbances. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable, including implementation of disaster recovery plans.

13.2 Notwithstanding subsection 1, preceding, no delay or other failure to perform shall be excused pursuant to this Section:

(i) by the acts or omission of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, and

(ii) unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

14. **Certain State and Local Taxes**

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

15. **Alternative Dispute Resolution**

All Disputes arising under this Agreement or the breach hereof, except those arising pursuant to Attachment 6, Connectivity Billing, shall be resolved according to the procedures set forth in Attachment 1. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any customer of any Party contemplated by this Agreement except in the case of default and termination of this Agreement pursuant to Section 3.4. The foregoing notwithstanding, neither this Section 15 nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders.

16. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service or certified mail, return receipt requested or by facsimile (followed by a hard copy delivered by U.S. Mail or another method specified herein) to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

R. Reed Harrison  
Vice President, AT&T  
Room 4ED103  
One Oak Way  
Berkeley Heights, New Jersey 07922  
Facsimile number: 908-771-2219

and

R. Steven Davis  
Vice President, AT&T  
Room 3252J1  
295 North Maple Ave.  
Basking Ridge, New Jersey 07920  
Facsimile number: 908-953-8360

If to GTE:

Beverly Y. Menard  
Regional Director - Regulatory & Industry Affairs  
201 N. Franklin, MC FLTC0616  
Tampa, FL 33602  
Facsimile number: 813-223-4888

and

Thomas R. Parker, Esq.  
Assistant Vice President and Associate General Counsel  
HQ EO3J43  
600 Hidden Ridge Drive  
Irving, TX 75038  
Facsimile Number: 972-718-1250

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

17. **Confidentiality and Proprietary Information**

- 17.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information, in written or tangible form, given by the Discloser to the Recipient that is stamped, labeled, or otherwise designated as "Proprietary" or "Confidential" or that contains other words or symbols clearly indicating that the information is intended to be secure from public disclosure. "Confidential Information" also includes information that is intentionally provided or disclosed orally or visually if it is identified as proprietary or confidential when provided or disclosed and is summarized in a writing so marked and delivered within ten (10) days following such disclosure. "Confidential Information" also includes information that is observed or learned by one Party while it is on the premises (including leased collocation space) of the other Party. Notwithstanding the foregoing, all orders for Local Services, Network Elements or Combinations placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of AT&T Customers pursuant to the Act and the rules and regulations of the FCC and Recorded Usage Data as described in Attachment 7, whether disclosed by AT&T to GTE or otherwise acquired by GTE in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

- 17.2 For the period set forth in Section 17.6, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees or agents or consultants having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. Any agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 17 which agreement shall be enforceable by the Discloser.
- 17.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall be subject to the same restrictions and protections as the original and shall bear the same copyright and proprietary rights notices as are contained on the original.
- 17.4 The Recipient agrees to return to the Discloser all Confidential Information received in tangible form from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy or erase all such Confidential Information and certify as to such event, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement or as otherwise required by applicable law. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party as soon as is reasonably practicable after the loss is discovered and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 17.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction on use or disclosure prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement or other restriction on use or disclosure by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its use or disclosure; or (d) after it is proven to be independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement subject to the requirements concerning notice and other measures specified in the last sentence of this Subsection. Additionally, the Recipient may disclose Confidential Information if so required by law, a court of competent jurisdiction, or governmental or administrative agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement, but prior to such disclosure and

so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order and Discloser complies with any protective order that covers the Confidential Information to be disclosed.

- 17.6 Each Party's obligations with respect to Confidential Information disclosed prior to expiration or termination of this Agreement shall expire three (3) years from the date of receipt of the initial disclosure, regardless of any termination of this Agreement prior to such expiration date; provided that the duties with respect to Confidential Information that is software, protocols and interfaces shall expire fifteen (15) years from the date of the initial disclosure.
- 17.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, copyright or other Intellectual Property Right, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 17.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 17. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 17, but shall be in addition to all other remedies available at law or in equity.

18. **Branding**

AT&T may, at its option, use the Network Elements, Combinations and Local Services provided in accordance with this Agreement to provide to its customers services branded as AT&T. Except as otherwise provided in this Agreement or specified in a separate writing by AT&T, AT&T shall provide the exclusive interface to AT&T Customers in connection with the marketing or offering of AT&T services. When a GTE technical representative goes to a customer premise on behalf of AT&T, in the event the representative has contact with the customer, the representative will indicate to the customer that he or she works for GTE but is at the customer premise on behalf of AT&T regarding AT&T service. If the customer is not at the premise at the time that the technical representative is at the premise, GTE agrees to deliver generic material or documents to the customer, and the representative will write AT&T's name on the document or material left for the customer. GTE personnel acting on behalf of AT&T will not discuss, provide, or leave information or material relative to GTE's services and products.

- 18.1 Operator Services and Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be branded exclusively as AT&T services, where technically feasible. GTE will perform the necessary software

upgrades to allow for rebranding of its Operator Services and Directory Assistance in AT&T's name on a switch by switch basis, subject to capability and capacity limitations; until those upgrades have been completed, GTE will provide rebranded services through alternate means to the extent technically feasible. Where it is not technically feasible for GTE to provide Operator Services and Directory Assistance as rebranded services, then GTE will provide such services without any branding, if allowed by state laws and regulations. Live operators handling Operator Services and Directory Assistance calls from AT&T local service customers will identify themselves as AT&T operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis.

19. **Directory Listings and Directory Distribution**

GTE shall offer the following to AT&T:

- 19.1 **Directory Listings (White Pages)** - A basic listing for each AT&T Customer shall be included in the GTE white pages directory for such AT&T Customer's specific geographic area at no charge to AT&T or AT&T's Customers. Where an AT&T Customer has two numbers for a line due to the implementation of interim Local Number Portability, the second number shall be considered part of the White pages basic listing. Other listings that are made available to GTE Customers (e.g. additional listings, non-published status, foreign listings, etc.,) will be made available to AT&T Customers on the same rates, terms and conditions as available to GTE Customers. AT&T Customer Government listings will be listed in the same manner as GTE Customer Government listings.
- 19.2 **Directory Listings (Yellow Pages)** GTE will provide AT&T Customers with the same yellow page services on the same terms and conditions as those provided to GTE Customers. GTE will provide each AT&T Customer within the geographical area covered by the yellow pages directory a basic listing in GTE "yellow pages" under the classified heading that most accurately reflects the primary nature of the AT&T Customer's business at no charge to AT&T or AT&T Customers for this listing. GTE will supply AT&T with a list of authorized classified headings and will notify AT&T of any changes to such headings. AT&T agrees to supply GTE, on a regularly scheduled basis and in the format mutually agreed between AT&T and GTE, with a classified heading assignment for each AT&T Customer who wishes to receive this listing. GTE shall provide AT&T with monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in the State.
- 19.3 **Listing Information** - AT&T agrees to supply GTE, on a regularly scheduled basis and in the format mutually agreed between AT&T and GTE, all listing information for AT&T Customers who wish to be listed in the white or yellow

pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code where provided in that directory) and telephone numbers. GTE shall employ the listing information for the production of GTE-published white and yellow page directories. Listing inclusion in a given directory will be in accordance with directory configuration, scope and schedules established by GTE which are applicable to all GTE entities. GTE shall obtain AT&T's prior written approval for the use of AT&T Customers' listings for any other purpose. GTE will not sell or license, nor allow any third party, the use of AT&T subscriber listing and GTE will not disclose non-listed name or address information for any purpose without the prior written consent of AT&T, which shall not be unreasonably withheld. GTE will charge AT&T a reasonable service bureau extraction fee for all third party translations and AT&T will be free to establish its own fees for direct billing the third parties.

- 19.4 **Directory Distribution** - Initial directories will be provided to AT&T Customers for each AT&T Customer's specific geographic region on the same basis as GTE Customers within the same directory area. More specifically, GTE will not charge AT&T or AT&T Customers for annual distribution of directories. GTE will provide secondary distributions of directories (e.g. a new customer, requests for additional copies) to AT&T Customers at the same price that GTE is charged for secondary distribution by GTE Directories. AT&T shall pay GTE Directories for such secondary distributions based on GTE's agreement that the secondary distribution costs will be excluded from GTE's cost studies and resulting avoided cost discounts and prices for unbundled elements. Timing of such delivery and the determination of which Telephone Directories shall be delivered (by customer address, NPA/NXX or other criteria), and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that GTE delivers Telephone Directories to GTE Customers. AT&T will supply GTE in a timely manner with all required subscriber mailing information, including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.
- 19.5 **Critical Customer Contact Information** - GTE will list in the information pages of its directories at no charge to AT&T, AT&T's critical customer contact information for business and residential customers regarding emergency services, billing, sales and service information, repair service and AT&T's logo. GTE shall list Competitive Local Exchange Carrier critical customer contact information on an alphabetical basis.
- 19.6 GTE shall also include, in the customer call guide page(s) of each Telephone Directory, up to four full pages of consolidated space for the inclusion of information about AT&T products and services, including addresses and telephone numbers for AT&T customer service. The form and content of such customer information shall be provided by AT&T to GTE and shall be subject

to GTE review and approval, which approval shall not be unreasonably withheld. AT&T agrees to pay a price per page to be determined by GTE Directories, provided that such price shall be nondiscriminatory to GTE and AT&T.

- 19.7 GTE shall, at no charge to AT&T, make available recycling services for Telephone Directories to AT&T Customers under the same terms and conditions that GTE makes such services available to its own local service customers.
- 19.8 Notwithstanding anything to the contrary contained herein, GTE may terminate this Section 19 as to a specific GTE exchange in the event that GTE sells or otherwise transfers the exchange to an entity other than a GTE Affiliate. GTE shall provide AT&T with at least ninety (90) days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination as to a specific exchange, this Section 19 shall remain in full force and effect in the remaining exchanges.
- 19.9 Notwithstanding the termination of this Section 19, the Parties' obligations with respect to any directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. For example, if a Party terminates this Section 19 effective as of June 30, 1997, the Parties' survival obligations shall apply as follows:

Exchange	Beginning of Publication Cycle	Expiration of Obligations
1	January 1, 1997	December 31, 1997
2	June 1, 1997	May 31, 1998
3	August 1, 1997	June 30, 1997

a publication cycle begins the day following the listing activity close date for the current year's publication.

- 19.10 Directory Listing criteria shall be specified by GTE. GTE shall provide any changes to its Directory Listing Criteria thirty (30) days in advance of such changes becoming effective. The Directory Listing criteria shall include:
- 19.10.1 Classified heading information;
- 19.10.2 Rules for White Pages and Yellow Pages listings (e.g., eligibility for free Yellow Pages listing, space restrictions, unlisted and unpublished listings, abbreviated listings, foreign listings, and heading requirements);
- 19.10.3 Identification of Enhanced White Pages and Enhanced Yellow Pages listings available;



- 19.10.4 Publication schedules for White Pages and Yellow Pages;
- 19.10.5 Identification of which Telephone Directories are provided to which customers by customer address, NPA/NXX or other criteria;
- 19.10.6 Telephone Directory delivery schedules;
- 19.10.7 Restrictions, if any, on number of Telephone Directories provided at no charge to customer;
- 19.10.8 Processes and terms and conditions for obtaining foreign Telephone Directories from GTE; and
- 19.10.9 Geographic coverage areas of each Telephone (by municipality and NPA/NXX).

20. **Directory Assistance Listing Information**

- 20.1 GTE shall include in its directory assistance database all directory assistance listing information, which consists of name and address ("DA Listing Information") for all AT&T Customers, including those with nonpublished and unlisted numbers, at no charge to AT&T.

GTE shall provide to AT&T, at AT&T's request, for purposes of AT&T providing AT&T-branded directory assistance services to its local customers, within thirty (30) days after the Effective Date, all published GTE DA Listing Information via magnetic tape delivered within twenty-four (24) hours of preparation, at a the rate specified in Attachment 14. When available as part of the electronic interface, GTE shall provide real-time access to the DA Listing Information. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer.

- 20.2 Neither Party will release, sell, or license DA Listing Information that includes the other Party's end user information to third parties without the other Party's approval. The other Party shall inform the releasing Party if it desires to have the releasing Party provide the other Party's DA Listing Information to the third party, in which case, the releasing Party shall provide the other Party's DA Listing Information at the same time as the releasing Party provides the releasing Party's DA Listing Information to the third party. The rate to be paid by the releasing Party to the other Party for such sales shall be negotiated on a case-by-case basis.

21. **Busy Line Verification and Busy Line Verification Interrupt**

Prior to the exchange of traffic under this Agreement, each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services on a bill-and-keep basis.

22. **Number Assignment**

- 22.1 GTE shall allocate Central Office Codes, i.e. NXXs, in a neutral manner at parity with itself in those LATAs where GTE is the number administrator. GTE shall not charge a fee for the allocation of NXXs to AT&T for any costs including, but not limited to, programming expenses incurred by GTE in their role as number administrator; provided, however, that when responsibility for number assignment is transferred to a neutral third party, GTE shall charge a fee for such services to recover costs incurred that is consistent with the applicable rules and regulations for such.
- 22.2 GTE shall process all AT&T NXX requests in a timely manner as per the ICCF Code Assignment Guidelines and will provide numbers in any NPA/NXX associated with a terminating line within the boundaries of an LSO, in those LATAs where GTE is the number administrator.
- 22.3 GTE, during the interim period, will maintain its current process of notifying public utility commissions and state regulatory bodies of plans for NPA splits and code relief.
- 22.4 GTE shall treat as confidential, and solely for use in its role as Code Administrator and for no other purpose, any and all information received from AT&T regarding NPA/NXX forecasts. This information shall be used only for the purposes of code administration, e.g. NPA code relief studies.
- 22.5 GTE shall participate in the transition of its code administration responsibilities to a neutral third party and will notify AT&T if there are not sufficient numbers to meet the forecasted requirements of AT&T.
- 22.6 GTE shall provide AT&T with a file, or files, containing a street address/LSO cross reference indicating which LSO serves the cross referenced street address.

23. **Miscellaneous**

- 23.1 **Delegation or 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, an Affiliate of that Party without consent, but with written notification, provided that in the case of AT&T, such Affiliate is a certified provider of local dial-tone service in the State to the extent such State requires such certification. The effectiveness of an assignment shall be conditioned upon the assignee's assumption of the rights, obligations, and duties of the assigning Party.
- 23.2 **Subcontracting** - GTE may subcontract the performance of any obligation under this Agreement without the prior written consent of AT&T, provided that GTE shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and GTE shall be solely responsible for payments due its subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Local Services or Network Elements hereunder shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.
- 23.3 [Intentionally Deleted]
- 23.4 **Binding Effect** - This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 23.5 **Nonexclusive Remedies** - Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.
- 23.6 **No Third-Party Beneficiaries** - Except as specifically set forth in Section 10.4 and 10.5, 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 privilege.
- 23.7 **Referenced Documents** - Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, GTE Practice, any publication of telecommunications industry administrative or technical standards, or any other document expressly incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect at the time of the execution of this Agreement, and

will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, GTE Practice, or publication of industry standards.

- 23.8 **Regulatory Agency Control** - This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. "Business Day" shall mean Monday through Friday, except for holidays on which the U. S. Mail is not delivered.
- 23.9 [Intentionally Deleted]
- 23.10 **Publicity and Advertising** - Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, or the provision of Local Services, Unbundled Network Elements, Ancillary Functions or Interconnection Services 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 AT&T. Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.
- 23.11 **Amendments or Waivers** - Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.
- 23.12 **Severability** - If any term, condition or provision of this Agreement is held by a governmental body of competent jurisdiction be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.
- 23.13 **Entire Agreement** - This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

- 23.14 **Survival of Obligations** - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- 23.15 **Executed in Counterparts** - In the event that the Commission requires that this Agreement be executed by each of the Parties, This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 23.16 **Headings of No Force or Effect** - The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.
- 23.17 **Trademarks and Trade Names** - Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any right, license or authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.
- 23.18 **Notice of Network and Technology Changes** - GTE shall establish quarterly reviews of network and technologies plans. GTE shall notify AT&T at least six (6) months in advance of changes that would impact AT&T's provision of service.
- 23.19 **Technical References** -
- 23.19.1 The technical references cited throughout this Agreement shall apply unless GTE shall offer, within ninety (90) days following Commission approval of this Agreement, GTE's proposed substitute technical references, for consideration and review by subject matter experts designated, respectively, by AT&T and GTE. Within ten (10) business days following AT&T's receipt of true and complete copies of GTE's proposed substitute technical references, AT&T and GTE subject matter experts shall meet in person or via teleconference to review the substitute reference(s) with a view toward achieving agreement on the suitability of such references for implementation and incorporation into this Agreement. The subject matter experts may agree to implement and incorporate, to modify or supplement, or to replace any such substitute technical reference proposed by GTE. Where they so agree, the resulting substitute technical reference shall be implemented and incorporated forthwith, by formal amendment in writing, into this Agreement. Where they disagree with respect to the suitability or adequacy of any such proposed

substitute technical reference, the GTE-proposed substitute technical reference shall be incorporated into this Agreement at the conclusion of the ten business day period cited above, by formal amendment in writing, subject to AT&T's right to pursue the dispute and the implementation of more suitable technical references through the ADR procedures set forth in Attachment 1 to this Agreement. AT&T may initiate such ADR procedures within sixty (60) days following the incorporation of the challenged technical reference into this Agreement.

23.19.2 The parties recognize the possibility that some equipment vendors may manufacture telecommunications equipment that does not fully incorporate or may deviate from the technical references contained in this Agreement. To the extent that, due to the manner in which individual manufacturers may have chosen to implement industry standards into the design of their product, or due to the differing vintages of these individual facility components and the presence of embedded technologies that pre-date certain technical references, some of the individual facility components deployed with GTE's network may not adhere to the technical references, then, within forty-five (45) days after the Effective Date of this Agreement:

(a) the Parties will develop processes by which GTE will inform AT&T of any such deviations from technical standards for Network Elements or Combinations ordered by AT&T;

(b) the Parties will develop further processes and procedures designed, upon notice of such deviations from technical standards, to address the treatment of GTE and AT&T customers at parity; and

(c) the parties will take such other mutually agreed upon actions as shall be appropriate in the circumstances.

23.20 Any figures and/or schematics used throughout this Agreement, including, but not limited to, the figures and/or schematics used in Attachment 2 to this Agreement, are for the convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

## **PART I LOCAL SERVICES RESALE**

### **24. Telecommunications Services Provided for Resale**

Upon request by AT&T in accordance with Attachment 4 and subject to the restrictions contained in Section 25.3 hereunder, GTE shall make available to AT&T at the applicable rate set forth in Attachment 14, any Telecommunications Service that GTE currently offers or may hereafter offer at retail to subscribers that are not telecommunications carriers. Such Telecommunications Services provided by GTE pursuant to this Section are collectively referred to as "Local Services."

### **25. General Terms and Conditions for Resale**

#### **25.1 Ordering**

- 25.1.1 Orders for resale of Local Services will be placed utilizing a standard Local Service Request ("LSR") form. A complete and accurate LSR must be provided by AT&T before a request can be processed; provided, however, that immaterial deviations or omissions in the LSR will not prevent an order from being processed. Each Party shall transfer the customer's service features and functionalities "as is" to the other Party when requested by a customer. For purposes of this Section 25, an "as is transfer" is the transfer of all the telecommunications services and features available for resale that are currently being provided for the specified account without the requirement of a specific enumeration of the services and features on the LSR.
- 25.1.2 A Letter of Authorization ("LOA") will be required before Local Services will be provided for resale to a subscriber that currently receives local exchange service from GTE or from a local service provider other than AT&T. Such LOA may be a blanket letter of authorization (Blanket LOA) or such other form as agreed upon by AT&T and GTE. When a Blanket LOA has been provided by AT&T, GTE shall not require an additional disconnect order, LOA or other writing from a customer, or another LEC, in order to process an order for Local Service. Each Party will provide the capability for customers to retain their current phone number in the event that they change local service providers to the extent technically feasible, allowing them to retain all existing features and functionalities.
- 25.1.3 GTE shall include an AT&T Customer's listing in its Directory Assistance database as part of the Local Service Request ("LSR") process. GTE will honor AT&T Customer's preferences for listing status, including non-published and unlisted, as noted on the LSR and will enter the listing in the GTE database which is used to perform Directory Assistance functions as it appears on the LSR.

25.1.4 GTE shall accept requests for a change in the primary interexchange carrier of a local exchange customer of AT&T only from AT&T..

## 25.2 Pricing

The prices to be charged to AT&T for Local Services under this Agreement are set forth in Part V of this Agreement.

## 25.3 Restrictions on Resale

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions shall apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: (i) AT&T shall not resell residential services to non-residential end users; (ii) AT&T shall not resell Lifeline/Linkup services or any other means-tested service offering, to nonqualifying customers; and (iii) AT&T shall resell grandfathered services only to customers qualified to receive such services from GTE.

25.4 [Intentionally Deleted]

## 25.5 Dialing and Service Parity

25.5.1 GTE will provide the same dialing parity to AT&T Customers as similarly-situated GTE Customers, such that, for all call types, an AT&T Customer is not required to dial any greater number of digits than a similarly-situated GTE Customer; provided however with respect to intra-LATA dialing, GTE shall provide dialing parity to AT&T customers in the State in accordance with the provisions and schedule established by the Commission.

25.5.2 GTE will provide service levels for Local Services for resale that are equal to service levels for similarly-situated GTE Customers, such that there is no loss of features or functionalities including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll calling; InterLATA toll calling and international calling; 500, 700, 800, 900, 976 and Dial Around (10xxx) Services; restricted collect and third number billing; all available speeds of analogue and digital private lines; off-premise extensions; CENTRANET and ISDN.

## 25.6 Changes in Retail Service

GTE will notify AT&T of proposed new retail services or modifications to existing retail services forty-five (45) days prior to the expected date of regulatory approval of the new or modified services. If new services or modifications are introduced with less than forty-five (45) days notice to the regulatory authority, GTE will notify AT&T at the same time it determines to



introduce the new or modified service. With respect to changes in prices for existing retail services or related resale rates, GTE will notify AT&T at the same time as GTE begins internal implementation efforts (i.e., at least at the time that GTE's Product Management Committee is notified of the proposed change) or obtains internal approval to make the price change, whichever is sooner. GTE will not be liable to AT&T, whether in contract, warranty, strict liability or tort, if, after announcement of a new or modified service but before such service goes into effect, GTE modifies or withdraws that service.

26. **Requirements for Specific Services**

26.1 [Intentionally deleted]

26.2 **CLASS/LASS and Custom Features Requirements**

AT&T may purchase the entire set of CLASS/LASS and Custom features and functions, or a subset of any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service, provided such CLASS/LASS and Custom features are available to GTE Customers served by the same GTE Central Office. GTE shall provide to AT&T a list of CLASS/LASS and Custom features and functions within ten (10) business days of the Effective Date and shall provide updates to such list when new features and functions become available. GTE shall provide to AT&T a list of all services, features, and products including a definition of the service (by specific reference to the appropriate tariff sections) and how such services interact with each other. GTE shall provide features and services by street address guide and by switch. All features shall be at least at parity with the GTE service offering.

26.3 This Section intentionally left blank.

26.4 **Intercept and Transfer Service**

GTE shall provide intercept and transfer service to AT&T for AT&T Customers on the same basis and for the same length of time as such service is available to similarly-situated GTE Customers. To that end, when an end-user customer transfers service from GTE to AT&T, or from AT&T to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request, a referral announcement on the original telephone number. The announcement will provide the new number of the customer.

26.5 **E911/911 Services**

GTE shall provide to AT&T, for AT&T Customers, E911/911 call routing to the appropriate PSAP. AT&T shall provide AT&T Customer information to GTE,

and GTE shall validate and provide AT&T Customer information to the PSAP. GTE shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Database Management System) used to support E911/911 services, pursuant to National Emergency Number Agency (NENA) standards. AT&T shall have the right to verify the accuracy of the information regarding AT&T Customers in the ALI database.

26.6 **Telephone Relay Service**

GTE will provide the following information to AT&T at no additional charge:

- (i) information concerning a customer's qualification for Telephone Relay Service (TRS) on the Customer Service Record (CSR) when that customer chooses AT&T for local service; and
- (ii) all usage billing information which GTE receives from a provider of TRS for TRS usage by an AT&T Customer.

26.7 **Voice Mail Related Services**

Nothing in this Agreement shall limit the right of AT&T to purchase features capabilities of voice mail services in accordance with GTE's tariffs. In addition, nothing in this Agreement shall limit the right of AT&T to combine features capabilities of voice mail services purchased in accordance with GTE's tariffs with any Local Services purchased for resale in accordance with this Agreement.

26.8 **Voluntary Federal Customer Financial Assistance Programs**

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state or federal regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Programs, such as Lifeline, and Link-up America (collectively referred to as "Voluntary Federal Customer Financial Assistance Programs") and Directory Assistance - Exempt. When a GTE Customer eligible for these services chooses to obtain Local Service from AT&T, GTE shall forward to AT&T on the Customer Service Record information regarding such customer's eligibility to participate in such programs. If GTE under the applicable laws of the State cannot provide the CSR to AT&T, GTE shall otherwise inform AT&T of such customer's eligibility.

27. **Advanced Intelligent Network**

27.1 GTE will provide AT&T access to the GTE Service Creation Environment (SCE) to design, create, test, deploy and provision AIN-based features, equivalent to the access GTE provides to itself, providing that security

arrangements can be made. AT&T requests to use the GTE SCE will be subject to request, review and testing procedures to be agreed upon by the parties.

- 27.2 When AT&T utilizes GTE's Local Switching network element and requests GTE to provision such network element with a technically feasible AIN trigger, GTE will provide access to the appropriate AIN Call Related Database for the purpose of invoking either a GTE AIN feature or an AT&T developed AIN feature described in 27.1, above.
- 27.3 When AT&T utilizes its own local switch, GTE will provide access to the appropriate AIN Call Related Database for the purpose of invoking either a GTE AIN feature or an AT&T developed AIN feature described in 27.1, above.
- 27.4 Any mediation to GTE's AIN database will be performed on a competitively neutral, nondiscriminatory basis. Any network management controls found necessary to protect the SCP from an overload condition must be applied on a nondiscriminatory basis for all users of that database, including GTE. GTE and AT&T agree that any load mediation will affect all links to the STP, including GTE's, in a like manner. AT&T will provide the information necessary to ensure that GTE is able to engineer sufficient capacity on the AIN SCP platform.

28. **Routing to Directory Assistance and Operator Services**

- 28.1 Where AT&T purchases either Local Services or Local Switching as an Unbundled Element, upon AT&T's request, GTE will, where technically feasible, provide the functionality and features required to modify the AT&T Customer's line at GTE's local switch (LS) to route all calls to the AT&T Network for local Directory Assistance and the AT&T Platform for Operator Services. AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

28.2 **Directory Assistance**

Upon AT&T's request, and where technically feasible, GTE shall route local Directory Assistance calls, including 411 and (NPA) 555-1212, dialed by AT&T Customers directly to the AT&T platform, unless AT&T requests otherwise pursuant to Section 28.7.2. AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing

that requires capabilities that are beyond those that currently reside in the switch.

**28.3 Operator Services**

Upon AT&T's request, and where technically feasible, GTE shall route local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform, unless AT&T requests otherwise pursuant to Section 28.7.1. Such traffic shall be routed over trunk groups specified by AT&T which connect GTE end offices and the AT&T Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-. Where intraLATA presubscription is not available, GTE will provide the functionality and features within its local switch (LS), to route AT&T Customer dialed 0- and 0+ intraLATA calls to the AT&T designated line or trunk on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel via Modified Operator Services (MOS) Feature Group C signaling. Where intraLATA presubscription is available, AT&T Customer dialed 0- and 0+ intraLATA calls will be routed to the intraLATA PIC carrier's designated operator services platform. In all cases, GTE will provide post-dial delay no greater than that provided by GTE for its end user customers. For switches lacking the existing capacity and capability to provide the customized rerouting described in this Section 28, GTE shall develop alternative forms of customized routing. AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

**28.4 Repair Calls**

In the event an AT&T Customer calls GTE with a request for repairs, GTE shall provide the AT&T Customer with AT&T's repair 800-telephone number. AT&T agrees to provide GTE with AT&T's repair 800-telephone numbers.

In the event a GTE Customer calls AT&T with a request for repairs, AT&T shall provide the GTE Customer with GTE's repair 800-telephone number. GTE agrees to provide AT&T with GTE's repair 800-telephone number.

**28.5 Non-discriminatory Treatment**

All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance, Local Operator and the same number of digits for Repair Services that similarly-situated GTE Customers dial for reaching equivalent GTE services. AT&T and GTE will use 800/888 numbers where necessary to achieve this result.

**28.6 [Intentionally Deleted]**

## 28.7 **Optional Routing**

28.7.1 Operator Services: AT&T may request GTE to route AT&T Customers to GTE Operator Services. In this case, the requirements for GTE-provided Operator Services as part of the Total Services Resale service shall be those requirements specified in Attachment 2, "Unbundled Elements", Section 5.1, "Operator Services." AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

28.7.2 Directory Assistance: AT&T may request GTE to route AT&T Customers to GTE's Directory Assistance. In this case, the requirements for GTE-provided Directory Assistance Services as part of the Total Services Resale service shall be those requirements specified in Attachment 2, "Unbundled Elements", Section 6, "Directory Services." AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

## 28.8 **Line Information Database Updates**

GTE shall update and maintain AT&T Customer information in the GTE Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for GTE Customers.

## 28.9 **Telephone Line Number Calling Cards**

Upon request by an AT&T Customer or by AT&T on behalf of an AT&T Customer, and effective as of the date of an end user's subscription to AT&T service (or such later date as such request is received), GTE will remove any GTE-assigned telephone line calling card number (including area code) ("TLN") from GTE's LIDB. AT&T may issue a new telephone calling card to such customer, utilizing the same TLN, and AT&T shall have the right to enter such TLN in AT&T's LIDB for calling card validation purposes.

## 28.10 **End Office Features**

GTE shall provide the following end-office features in those end offices in which such features are available to GTE Customers: CLASS features; Repeat Dial Capability; Multi-line Hunting; and trunk connectivity to private branch exchange switches (PBX's) and Direct Inward Dialed Services and all other end-office features that GTE makes available to GTE Customers.

28.11 **Call Blocking**

Upon AT&T's request and when available to similarly-situated GTE Customers, GTE will provide blocking on a line by line basis of an AT&T Customer's access to any or all of the following call types: 900/976; bill to third and collect; and such other call types for which GTE provides blocking to similarly situated GTE Customers.

28.12 **Law Enforcement and Service Annoyance**

Not later than forty-five (45) business days after the Effective Date, GTE and AT&T will begin the process of developing procedures to handle requests from law enforcement agencies for service termination, wire taps and provisions of Customer Usage Data pursuant to a lawful process as well as procedures to handle AT&T Customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for AT&T to interface with GTE regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis and otherwise on the same basis as GTE provides access for its own customers.

29. **Service Support Functions**

29.1 **Electronic Interface**

29.1.1 Until such time as GTE and AT&T are able to fully implement electronic interfaces ("EI"), GTE and AT&T agree to use interim processes for Pre-Ordering, Ordering, Provisioning, Maintenance, Repair and Billing.

29.1.1.1 The schedule for implementing an interim electronic interface shall be subject to the memorandum of understanding ("MOU") relating to electronic interfaces negotiated by GTE and AT&T under the direction of the California Commission in connection with the decision in 96-07-022.

29.1.2 In accordance with the schedule set out in the MOU, GTE shall provide a Real Time electronic interface ("EI") for sending and receiving information on demand for Pre-Ordering, for Ordering/Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database), and for scheduling service delivery. GTE shall provide an electronic interface ("EI") for sending and receiving information on agreed, pre-defined schedules ("batch communications") for reports and Billing. These interfaces shall be administered through a national ordering platform that will serve as a single point of contact for the transmission of such data from AT&T to GTE, and from GTE to AT&T.

29.1.3 No later than six (6) months after the Effective Date of this Agreement, GTE will : (i) establish the national gateway standards to be used by AT&T and all

other carriers connecting to GTE's Operations Support Systems ("OSS"); and (ii) establish the date by which GTE will provide permanent national gateway access to its OSS. GTE will provide this permanent national gateway access at the earliest practical date but in no case later than twelve (12) months after the Effective Date of this Agreement, which shall include ensuring that all interfaces are operational and end-to-end testing has been successfully completed.

29.1.4 [Intentionally Deleted]

29.1.5 The Parties agree that the principles outlined in Attachment 13 and related time schedules will be used as a starting point for the development of the permanent national gateway.

29.1.6 GTE shall provide the same information, of the same quality and within the same time frames for Pre-Ordering, Ordering/Provisioning, Maintenance/Repairs and Billing to AT&T as GTE provides to itself. The Parties recognize that GTE is not required to establish new systems or processes in order to provide information to AT&T which GTE does not provide to itself.

29.1.7 All Parties shall be responsible for their share of costs to develop and implement electronic interfaces with operational support systems. GTE shall provide TSLRIC cost studies for each interface as it is developed. The cost study shall be filed, along with a proposed recovery mechanism, 60 days before the implementation of the interface.

## 29.2 **Service Standards**

29.2.1 GTE shall ensure that all Service Support Functions used to provision Local Service to AT&T for resale are provided at a quality level which GTE is required to meet by its own internal procedures or by law, or is actually meeting, in providing Local Service to itself, to its end users or to its affiliates.

29.2.2 Not later than twenty (20) business days after the Effective Date of this Agreement, GTE and AT&T shall begin the process of developing mutually agreed-upon escalation and expedite procedures to be employed at any point in the Local Service Pre-Ordering, Ordering/Provisioning, Testing, Maintenance, Billing and Customer Usage Data transfer processes to facilitate rapid and timely resolution of Disputes.

## 29.3 **Point of Contact for the AT&T Customer**

29.3.1 Except as otherwise provided in this Agreement or as directed by AT&T, AT&T shall be the single and sole point of contact for all AT&T Customers with respect to AT&T Local Services.

- 29.3.2 GTE shall refer all questions regarding any AT&T service or product directly to AT&T at a telephone number specified by AT&T and provided to GTE for that purpose.
- 29.3.3 GTE representatives who receive inquiries regarding AT&T services: (i) shall refer callers who inquire about AT&T services or products to the numbers provided; and (ii) will not in any way disparage or discriminate against AT&T, or its products or services.
- 29.4 **Single Point of Contact**
- Each Party shall provide the other Party with a single point of contact ("SPOC") for each functional area for all inquiries regarding the implementation of this Part. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 29.5 **Service Order**
- To facilitate the ordering of new service for resale or changes to such service to an AT&T Customer, AT&T's representative will have access to GTE Customer information to enable the AT&T representative to perform the tasks enumerated below. Until electronic interfaces are established, these functions will be performed with the use of an 800 number.
- 29.5.1 Obtain customer account information through the same nondiscriminatory access to Operation Support Systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing as GTE provides itself including information regarding the facilities and services assigned to individual customers.
- 29.5.2 Obtain information on all features and services available, including new services, by LSO identified by switch, NPA-NXX and customer street address.
- 29.5.3 Submit the AT&T Customer order by submitting an LSR using the agreed upon electronic interface (the Network Data Mover or NDM) for all desired features and services;
- 29.5.4 Assign a telephone number, including a vanity number, (if the AT&T Customer does not have one assigned). As an interim step prior to the implementation of the electronic interface specified in Section 29.1, GTE will establish an 800 (toll-free) number for AT&T;
- 29.5.5 Submit the appropriate directory listing using the agreed to EI;
- 29.5.6 Determine if a service call is needed to install the line or service;
- 29.5.7 Schedule dispatch and installation, if applicable;
- 29.5.8 Provide service availability dates to customer;



- 29.5.9 Order local and intraLATA toll service and enter AT&T Customer's choice of primary interexchange carrier on a single, unified order; and
- 29.5.10 Suspend, terminate or restore service to an AT&T Customer using agreed to methods (temporary disconnects for nonpayment may not be requested using the LSR).
- 29.6 **Provisioning**
- 29.6.1 After receipt and acceptance of an LSR, GTE shall provision such LSR in accordance with the following Intervals and in accordance with the service parity standards and other performance standards specified in Section 11 and Attachment 12.
- 29.6.2 GTE shall provide AT&T with service status notices, on a Real Time basis. Such status notices shall include the following:
  - 29.6.2.1 Firm order confirmation, including service availability date and information regarding the need for a service dispatch for installation;
  - 29.6.2.2 Notice of service installation issued at time of installation, including any additional information, such as material charges;
  - 29.6.2.3 Changes/rejections/errors in LSRs;
  - 29.6.2.4 Service completion;
  - 29.6.2.5 Jeopardies and missed appointments;
  - 29.6.2.6 Charges associated with necessary construction;
  - 29.6.2.7 Order status at critical intervals;
  - 29.6.2.8 Test results of the same type that GTE records for itself or its own customers.
- 29.6.3 GTE shall inform AT&T of overall change order flexibility and any changes thereto on a Real Time basis.
- 29.6.4 GTE shall notify AT&T prior to making any changes in the services, features or functions specified on the LSR. If an AT&T Customer requests a service change at the time of installation GTE shall refer the AT&T Customer to AT&T.
- 29.6.5 GTE shall provide provisioning support to AT&T on the same basis that it provides to other competitive LECs and to itself. GTE retains full discretion to control the scheduling of its provisioning workforce.

29.6.6 GTE shall provide training for all GTE employees who may communicate, either by telephone or face-to-face, with AT&T Customers, during the provisioning process. Such training shall include training on compliance with the branding requirements of this Agreement.

**29.7 Provision of Customer Usage Data**

GTE shall provide the Customer Usage Data recorded by GTE. Such data shall include complete AT&T Customer usage data for Local Service, (i.e., the same usage data that GTE records for billing its own customers), in accordance with the terms and conditions set forth in Attachment 7.

**29.8 Service/Operation Readiness Testing**

29.8.1 In addition to testing described elsewhere in this Section 29, GTE shall test the systems used to perform the following functions at a negotiated interval and in no event less than ten (10) business days prior to commencement of GTE's provision of Local Service to AT&T, in order to establish system readiness capabilities:

29.8.1.1 All interfaces between AT&T and GTE work centers for Service Order Provisioning;

29.8.1.2 Maintenance, Billing and Customer Usage Data;

29.8.1.3 The process for GTE to provide customer profiles;

29.8.1.4 The installation scheduling process;

29.8.1.5 Network alarm reporting;

29.8.1.6 Telephone number assignment;

29.8.1.7 Procedures for communications and coordination between AT&T SPOC and GTE SPOC;

29.8.1.8 Procedures for transmission of Customer Usage Data; and

29.8.1.9 Procedures for transmitting bills to AT&T for Local Service.

29.8.2 The functionalities identified above shall be tested in order to determine whether GTE performance meets the service parity requirements and other performance standards specified in Section 11. GTE shall make available sufficient technical staff to perform such testing. GTE technical staff shall be available to meet with AT&T as necessary to facilitate testing. GTE and AT&T shall mutually agree on the schedule for such testing.

- 29.8.3 At AT&T's request, GTE shall provide to AT&T any results of the testing performed pursuant to the terms of this Part. AT&T may review such results and may notify GTE of any failures to meet the requirements of this Agreement.
- 29.8.4 GTE shall provide to AT&T the same type and quality of loop testing information that it provides to and records for itself. Where GTE develops loop testing information as a matter of course, it will make that information available to AT&T where such information is relevant to AT&T's business. Where GTE maintains the internal discretion to test loops as needed, GTE will provide similar testing discretion to AT&T. AT&T shall pay the full cost of any such discretionary testing.
- 29.8.5 Within 60 days of the Effective Date of this Agreement, AT&T and GTE will agree upon a process to resolve cooperative testing issues and technical issues relating to GTE's provision of Local Services to AT&T. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If AT&T and GTE do not reach agreement on such a process within 60 days, any issues that have not been resolved by the Parties with respect to such process shall be submitted to the ADR procedures set forth in Section 15 and Attachment 1 of this Agreement unless both Parties agree to extend the time to reach agreement on such issues.
- 29.9 **Maintenance**
- GTE shall provide maintenance in accordance with the requirements and standards set forth in Attachment 5 and in accordance with the service parity requirements set forth in this Agreement.
- 29.10 **Billing For Local Service**
- 29.10.1 GTE shall bill AT&T for Local Service provided by GTE to AT&T pursuant to the terms of this Part, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 6.
- 29.10.2 GTE shall recognize AT&T as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to AT&T.
30. **Pay Phone Lines and Pay Phone Services**
- 30.1 Intentionally left blank.
- 30.2 "Pay phone lines" are defined as the loop from the pay phone point of demarcation to the Service Wiring Center and includes all supporting central office functions and features.

- 30.3 GTE shall make available to AT&T for resale the following classes of pay phone lines:
- 30.3.1 Customer Owned Coin Operated Telephone (COCOT) Lines;
  - 30.3.2 Coinless COCOT Lines;
  - 30.3.3 Coin Lines in those jurisdictions where provision of such lines is required by law;
  - 30.3.4 [Intentionally Deleted]
  - 30.3.5 Semi Public Lines.
- 30.4 GTE shall also make available to AT&T for resale any future class of pay phone lines that GTE provides at retail to subscribers other than telecommunication carriers.
- 30.5 GTE shall make available pay phone line service options as follows:
- 30.6 When providing COCOT Lines to AT&T for resale, GTE shall offer the following, to the extent that GTE provides such services and in those jurisdictions and/or central offices where available: originating line screening; billed number screening; PIC protection for all 1+ inter and intraLATA traffic (when presubscription is authorized); one way and/or two way service (if so provided in the applicable tariff) on the line; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users that contact GTE service centers; number portability for end users; touchtone service; line side answer supervision; GTE designated contact center as single point of contact for customer service; provisioning of 911 service; access to Answer Number Identifier (ANI) Information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for 1+ international calls, 10XXX1+ international calls 1-900 calls, 1-976 calls DA link, any 1+ service that can be billed to the line but that is not rated, 1-700 calls, 1-500 calls, and in bound international calls where SS7 signaling is available.
- 30.7 When providing Coinless COCOT Lines to AT&T for resale, GTE shall offer the following, to the extent that GTE provides such services and in those jurisdictions and/or central offices where available: originating line screening; billed number screening; PIC protection for all 1+ inter and intraLATA traffic (where inter and intraLATA presubscription is available); one way and/or two way service on the line (if so provided in the tariff); flat service where flat service is required by the applicable tariff, measured service where measured service is required by the applicable tariff, and both flat and measured service

where both flat and measured service are required by the applicable tariff; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users that contact GTE service center; number portability for end users; touchtone service; GTE designated contact center as single point of contact for customer service; provisioning of 911 service; access to ANI information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for any service that can be billed to the line but not rated and all 1+ calls except where local mandate requires access to Directory Assistance.

30.8 [Intentionally Deleted]

30.9 When providing Customer Owned Pay Telephone (COPT) Lines to AT&T for resale, GTE shall offer the following to the extent that GTE provides such services and in those jurisdictions and/or central offices where available. Access to all Central Office intelligence required to provide COPT Line pay phone services; far end disconnect recognition; call timing for intra- and InterLATA calls; at the customer's option, one way or two way service on the line in those jurisdictions where available; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users; touchtone service; line side supervision in those jurisdictions where available; GTE designated contact center for use by AT&T only as single point of contact for customer service; provisioning of 911 service; access to ANI information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for 1+ international calls and any 1+ service that cannot be rated by the phone pay line or any operator service.

30.10 For any pay phone line provided to AT&T for resale, GTE shall also make available to AT&T any future pay phone line option that GTE provides to any of its own customers using such a pay phone line.

30.11 GTE shall adhere to the following additional requirements when providing pay phone lines for resale:

30.11.1 GTE shall provide AT&T with the same call restrictions and fraud protections used by GTE in connection with its pay phones;

30.11.2 GTE shall not block AT&T's existing access to NAI codes;

30.11.3 GTE shall forward all AT&T pay phone customers to the designated AT&T line or trunk group for handling Operator Services or Directory Assistance calls;

30.11.4 [Intentionally Deleted]

30.11.5 GTE shall provide all pay phone lines for resale to AT&T at the wholesale discount price required by the Commission.

## **PART II: UNBUNDLED NETWORK ELEMENTS**

### 31. **Introduction**

This Part II sets forth the unbundled Network Elements that GTE agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act and 47 CFR 51.307 to 51.321 of the FCC Rules. The specific terms and conditions that apply to the unbundled Network Elements are described below and in Attachment 2. Prices for Network Elements are set forth in Part V and Attachment 14 of this Agreement.

### 32. **Unbundled Network Elements**

- 32.1 GTE will offer Network Elements to AT&T on an unbundled basis at rates set forth in Attachment 14.
- 32.2 GTE will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or by third parties with each of GTE's unbundled Network Elements at any point designated by AT&T that is technically feasible.
- 32.3 AT&T, at its option, may designate any technically feasible network interface at a Served Premises, including without limitation, DS0, DS-1, DS-3, and STS-1.
- 32.4 Pursuant to the terms of this Agreement, AT&T may use one or more Network Elements to provide any Telecommunications Service that such Network Element is capable of providing.
- 32.5 GTE shall offer each Network Element individually and in combination with any other Network Element or Network Elements, so long as such combination is technically feasible, in order to permit AT&T to combine such Network Element or Network Elements with another Network Element or other Network Elements obtained from GTE or with network components provided by itself or by third parties to provide telecommunications services to its customers.
- 32.6 For each Network Element, GTE shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross-Connect or Light Guide Cross-Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where GTE provides contiguous Network Elements to AT&T, GTE may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

32.7 [Intentionally Deleted]

32.8 [Intentionally Deleted]

32.9 Except with respect to the Loop Distribution, Loop Concentrator/Multiplexer, and Loop Feeder elements, which shall in all cases be subject to the bona fide request process described in Attachment 12, set forth below is a list of Network Elements that AT&T and GTE have identified as of the Effective Date of this Agreement and will be offered by GTE. AT&T and GTE agree that AT&T may identify additional or revised Network Elements that it desires. All such additional or modified Network Elements shall be subject to the Bona Fide Requests Procedures outlined in Attachment 12. Descriptions and requirements for each Network Element identified below are set forth in Attachment 2. The Network Elements described in Attachment 2 consist of:

- Loop or Loop Combination
- Network Interface Device (NID)
- Loop Distribution, otherwise known as Distribution Media
- Loop Concentrator/Multiplexer
- Loop Feeder
- Local Switching
- Operator Service
- Directory Assistance Service
- Common Transport
- Dedicated Transport
- Signaling Link Transport
- Signaling Transfer Points
- Service Control Points (SCPs)/Databases
- Tandem Switching

32.10 **Standards for Network Elements**

32.10.1 [Intentionally Deleted]

32.10.2 [Intentionally Deleted]

32.10.3 [Intentionally Deleted]

32.10.3.1 If AT&T contends that GTE has failed to meet the requirements of this Section 32, AT&T will provide GTE documentation of such purported failure. Within a reasonable time period after receiving such documentation, GTE shall provide to AT&T engineering, design, performance and other network data that the parties mutually agree is necessary and sufficient for AT&T to determine that the requirements of this Section 32 are being met. In the event that



such data establishes that the requirements of this Section 32 are not being met, GTE shall, within ten (10) business days, cure any design, performance or other deficiency and provide new data that the parties mutually agree is sufficient for AT&T to determine that such deficiencies have been cured. To the extent that GTE is unable to meet the above timeframe, GTE shall promptly notify AT&T prior to the expiration of such timeframe and the Parties shall agree on a revised completion date.

32.10.3.2 [Intentionally Deleted]

32.10.4 [Intentionally Deleted]

### **PART III: ANCILLARY FUNCTIONS**

33. **Introduction**

This Part III sets forth the Ancillary Functions that GTE agrees to offer to AT&T so that AT&T may interconnect to GTE's network and obtain access to unbundled Network Elements to use to provide services to its customers.

34. **GTE Provision of Ancillary Functions**

34.1 GTE will offer Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

34.2 GTE will permit AT&T to interconnect AT&T's equipment and facilities or equipment and facilities provided by AT&T or by third parties for purposes of interconnection or access to Network Elements at any point that is technically feasible.

34.3 AT&T may use any Ancillary Function to provide any feature, function, or service option that such Ancillary Function is capable of providing.

34.4 Set forth below is the list the Ancillary Functions that AT&T and GTE have identified as of the Effective Date of this Agreement. Either Party may identify additional or revised Ancillary Functions that it desires. All such additional or revised Ancillary Functions shall be subject to the Bona Fide Requests procedures outlined in Attachment 12. Descriptions and requirements for each Ancillary Function are set forth in Attachment 3. The Ancillary Functions described in Attachment 3 consist of:

- Collocation
- Right of Way (ROW)
- Conduit
- Pole attachment

35. **Standards for Ancillary Functions**

35.1 Subject to Section 23.19, each Ancillary Function shall meet or exceed the requirements set forth in applicable technical references, as well as the performance and other requirements, identified in this Agreement.

- 35.2 Each Ancillary Function provided by GTE to AT&T shall be equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that GTE provides in the GTE network to itself, its own customers, its affiliates or any other entity.
- 35.3 If AT&T contends that GTE has failed to meet the requirements of Part III and Attachment 3, AT&T will provide GTE documentation of such purported failure. Within a reasonable time period after receiving such documentation, GTE shall provide to AT&T engineering, design, performance and other network data that the parties mutually agree is necessary and sufficient for AT&T to determine that the requirements of Part III and Attachment 3 of this Agreement are being met. In the event that such data establishes that the requirements of Part III and Attachment 3 of this Agreement are not being met, GTE shall, within 30 business days, cure any design, performance or other deficiency and provide new data that the parties mutually agree is sufficient for AT&T to determine that such deficiencies have been cured. To the extent that GTE is unable to meet the above timeframe, GTE shall promptly notify AT&T prior to the expiration of such timeframe and the Parties shall agree on a revised completion date.
- 35.4 Unless otherwise designated by AT&T, each Ancillary Function provided by GTE to AT&T shall be made available to AT&T on a priority basis that is at least equal to the priorities that GTE provides to itself, its customers, its affiliates or any other entity.
- 35.5 [Intentionally Deleted]

**PART IV: INTERCONNECTION PURSUANT TO SECTION 251(C)(2)**

36. **Scope**

Section 37 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective business and residential customers of the Parties pursuant to the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Sections 38 to 39 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Part related to the transmission and routing of Local Traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

37. **Interconnection Points and Methods.**

- 37.1 In each LATA identified pursuant to the procedures of Section 37.6, AT&T and GTE shall Interconnect their networks at the GTE and AT&T Wire Centers identified in such notice for the transmission and routing within that LATA of Local Traffic and Exchange Access traffic.
- 37.2 Interconnection in each LATA shall be accomplished at any technically feasible point within GTE's networks for a given LATA, including through collocation in GTE's Wire Centers as provided in Attachment 3. AT&T shall designate a minimum of one interconnection point within a LATA. If AT&T desires a single interconnection point within a LATA, AT&T shall ensure that GTE maintains the ability to bill for the services provided. AT&T may interconnect at one tandem in the LATA for exchange of local, mandatory EAS and IntraLATA toll traffic by bringing separate trunk groups to that interconnection point for each tandem in that LATA and then by using dedicated special access transport to extend the trunk group from the interconnection point to the designated tandem.
- 37.2.1 GTE shall be required to lease dark fiber (where available) to AT&T only for interconnection purposes, under the same terms and conditions as those in Section III.C of GTE's agreement with Metropolitan Fiber Systems of Florida, Inc., dated as of February 10, 1996, which has been memorialized in Commission Order No. PSC-

96-1401-FOF-TP. As such, AT&T shall have the right to lease under non-discriminatory tariff and other contract terms.

37.3 **Interconnection using Collocation:**

If the Parties Interconnect their networks using Collocation in GTE's Wire Centers, the following requirements apply:

- 37.3.1 AT&T will deploy a local service network that places switching and transmission equipment throughout the LATA. The placement of this equipment uses a combination of AT&T owned Wire Centers and collocated space in GTE Wire Centers.
- 37.3.2 AT&T will request interconnection with GTE at specific points in GTE's network. The following options are available for (i) the termination of traffic to the GTE network, (ii) the termination of traffic to the AT&T network and (iii) the transiting of traffic to/from a third party network.

37.4 **Local Traffic and IntraLATA Toll Traffic - Originating on AT&T, Terminating on GTE.**

AT&T may build trunk groups to GTE using the following representative, but not exclusive, options: (i) from AT&T collocated equipment in a Wire Center to the GTE Tandem; (ii) from AT&T collocated equipment in a GTE Wire Center to the GTE End Office Switch; or (iii) from AT&T 4ESS Switches located at AT&T POPs to the nearest GTE Tandem.

Interfaces for these interconnections may be based upon, but not limited to, the following: (i) DS1: from an AT&T-collocated DDM-2000 to a GTE Central Office Switch; (ii) SONET STS1: from an AT&T-collocated DDM-2000 to an GTE 5ESS<sup>®</sup>-2000 Central Office Switch and (iii) DS1/DS3: from an AT&T 4ESS Switch at an AT&T POP to a GTE Tandem using new trunk groups on existing facilities.

37.5 **Transit Service Traffic**

- 37.5.1 GTE agrees that it shall provide Transit Service to AT&T on terms and conditions set forth in this Agreement.
- 37.5.2 "Transit Service" means the delivery of certain traffic between AT&T and a third party LEC or ILEC by GTE over the Local/IntraLATA Trunks. The following types of traffic will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from AT&T to such third party LEC or ILEC and (ii) Local Traffic and IntraLATA Toll Traffic

originated from such third party LEC or ILEC and terminated to AT&T where GTE carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

- 37.5.3 While the Parties agree that it is the responsibility of each third party LEC or ILEC to enter into arrangements to deliver Local Traffic between them, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or ILEC to deliver Local Traffic via direct trunks or (ii) the termination of this Agreement, GTE will transit such traffic.
- 37.5.4 All networks involved in transit traffic will deliver each call to each involved network with CCIS to the extent available from third party LECs and the appropriate Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability and billing functions. In all cases, each Party is responsible to follow Exchange Message Record ("EMR") standard and exchange records with both the other Party and the terminating LEC or ILEC to facilitate the billing process to the originating network.
- 37.5.5 Transiting traffic will be delivered using the physical connection options as described in Section 37.4.

## 37.6 **Selection of LATAs**

- 37.6.1 If AT&T determines to offer Telephone Exchange Services in any LATA, AT&T shall provide written notice to GTE of its need to establish Interconnection in such LATA pursuant to this Agreement. This notice shall include (i) the Wire Centers that AT&T has designated in the LATA, and (ii) a non-binding forecast of AT&T's trunking requirements indicating the proposed Interconnection Activation Date. AT&T shall issue an ASR to GTE in accordance with Section 37.6.3 to order the Interconnection facilities and trunks.
- 37.6.2 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center AT&T has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the GTE Tandem Office within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.
- 37.6.3 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each LATA in which no construction is required shall be fifteen (15) business days after the date on which AT&T

delivered notice via an ASR to GTE pursuant to this Section. Where construction is required, the Interconnection Activation Date shall be as mutually agreed by the Parties.

- 37.6.4 GTE and AT&T will conduct joint planning sessions to determine the following representative, but not exclusive, information: (i) forecasted number of trunk groups; and (ii) the interconnection activation date.

**37.7 Additional Switches or Interconnection Points**

If AT&T deploys additional switches in a LATA after the date hereof or otherwise wishes to establish Interconnection with additional GTE Wire Centers, AT&T may, upon written notice thereof to GTE, establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If GTE deploys additional switches in a LATA after the date hereof or otherwise wishes to establish Interconnection with additional AT&T Wire Centers, GTE may, upon written notice thereof to AT&T, establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the subtending arrangements relating to Tandem Switches and End Offices which serve the other Party's customers within the Exchange Areas served by such Tandem Switches.

- 37.8 [Intentionally Deleted]

**37.9 Technical Specifications**

- 37.9.1 Each Party shall initially configure a two-way trunk group as a direct transmission path between each AT&T and GTE interconnected Central Offices. AT&T and GTE shall work cooperatively to install and maintain a reliable network. AT&T and GTE shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 37.9.2 AT&T and GTE shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

## 37.10 **911/E911 Arrangements**

### 37.10.1 **Description of Service**

AT&T shall have the right to utilize the existing GTE 911/E911 infrastructure (as agreed in Sections 37.10.3 and 37.10.5 below) to provide all 911/E911 capabilities to its end users. AT&T will install a minimum of two dedicated trunks for each NPA to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which AT&T provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) tones that will deliver ANI with the voice portion of the call. At the request of AT&T, GTE will provide AT&T with the appropriate CLLI codes and specifications of the tandem office serving area. If an AT&T Central Office serves end users in an area served by more than one GTE 911/E911 selective router, AT&T will install a minimum of two dedicated trunks in accordance with this section to each of such 911/E911 selective routers.

### 37.10.2 **Transport**

If AT&T desires to obtain transport from its end office to the GTE 911 selective routers, AT&T may purchase such transport from GTE at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.

### 37.10.3 **Cooperation and Level of Performance**

37.10.3.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of AT&T's systems to the 911/E911 platforms to ensure that 911/E911 service is fully available to AT&T's end users, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users and that meets State requirements. To this end, GTE will provide documentation to AT&T showing the correlation of its rate centers to its E911 tandems.

37.10.3.2 In the event of an GTE or AT&T 911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone



numbers of the support center personnel responsible for maintaining the 911 Service between the Parties.

37.10.3.3 When AT&T purchases transport, GTE will provide AT&T with the order number and the circuit identification code in advance of the service due date.

37.10.3.4 AT&T or its third party agent will provide CNA data to GTE for use in entering the data into the 911 data base. The initial CNA data will be provided to GTE in a format prescribed by NENA (National Emergency Number Association). AT&T is responsible for providing GTE updates to the CNA data and error corrections which may occur during the entry of CNA data to the GTE 911 Database System. GTE will confirm receipt of such data and corrections by close of business on the next Business Day by providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.

37.10.3.5 AT&T will monitor the 911 circuits for the purpose of determining originating network traffic volumes. AT&T will notify GTE if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

37.10.3.6 [Intentionally Deleted]

37.10.3.7 Inter-office trunks provided for 911 shall be engineered to assure minimum P.01 transmission grade of service as measured during the busy day/busy hour. A minimum of two trunks shall be provided by AT&T.

#### 37.10.4 **Updates to MSAG**

It shall be the responsibility of AT&T to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on AT&T's Local Service Request ("LSR") or via a separate feed established by AT&T and GTE pursuant to section 37.10.5 of this Article. Any MSAG change that appears to be required by AT&T must be approved by the County. Within thirty (30) days after the Effective Date of this Agreement, GTE shall provide AT&T with an initial electronic copy and a paper copy of the MSAG or its equivalent. Prior to the time that updates are available electronically, GTE will provide updates to AT&T on a monthly basis. Thereafter, GTE will provide updates to AT&T as changes are made.

### 37.10.5 **Updates to Database**

GTE and AT&T will work together to develop the process by which the 911/E911 database will be updated with AT&T's end user 911/E911 information. AT&T shall have the right to verify the accuracy of the information regarding AT&T's end users in the 911/E911 database.

### 37.10.6 **Compensation**

In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining AT&T's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from AT&T only if and to the extent that GTE is unable to obtain such compensation from the municipality.

## 38. **Transmission and routing of telephone exchange service traffic pursuant to section 251(c)(2)**

### 38.1 **Scope of Traffic**

This Section prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Part IV for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

### 38.2 **Limitations**

No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

### 38.3 **Trunk Group Architecture and Traffic Routing**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

#### 38.3.1

Notwithstanding anything to the contrary contained in this Section, if the traffic volumes between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Grooming Plan.

- 38.3.2 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- 38.3.3 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem or to End Offices which sub-tend an additional Tandem, provided, that AT&T enters into an appropriate billing arrangement pursuant to Section 38.3.4. Alternatively, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's customers within the Exchange Areas served by such Tandem Switches.
- 38.3.4 GTE will provide tandem to tandem switching to AT&T. AT&T shall enter into an appropriate billing arrangement with GTE to ensure recovery of inter-tandem switching costs at rates established by the Commission.
- 38.4 **Signaling**
- SS7 Signaling may be used for signaling for IntraLATA and local calls between AT&T switches, between AT&T switches and GTE switches, and between AT&T switches and those third party networks with which GTE's SS7 network is interconnected.
- 38.4.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' local networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If Common Channel Interoffice Signaling ("CCIS") is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties.
- 38.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect, either directly or via arrangements with third party providers, to a pair of access STPs where traffic will be exchanged. The Parties shall establish interconnection at the STP.
- 38.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. Each Party shall honor all privacy indicators as required under Applicable Law.

38.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

**38.5 Grades of Service**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Grooming Plan.

**38.6 Measurement and Billing**

38.6.1 Each Party shall pass Calling Party Number (CPN) information on each call that it originates and terminates over the Local/IntraLATA Trunks. Until GTE installs the capability to use actual CPN information, all calls exchanged shall be billed either as Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume (or best estimate) during the preceding three months. The PLU will be reevaluated every three (3) months.

38.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

**38.7 Reciprocal Compensation Arrangements**

Reciprocal Compensation for the exchange of traffic shall be paid as described in Part V and Attachment 15, at the prices specified in Attachment 14.

**38.8 Transiting Traffic**

38.8.1 The exchange of transiting traffic is defined in Section 37.5.2.

38.8.2 Compensation for transiting traffic shall be paid as described in Part V and Attachment 15, at the prices specified in Attachment 14.

**39. Transmission and Routing of Exchange Access Traffic**

**39.1 Scope of Traffic**

This Section prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in this Agreement for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers.

**39.2 Trunk Group Architecture and Traffic Routing**

- 39.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to AT&T's customers.
- 39.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow AT&T's customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a GTE access Tandem.
- 39.2.3 The Access Toll Connecting Trunks shall be two way trunks connecting an End Office Switch that AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch GTE utilizes to provide Exchange Access in such LATA.
- 39.2.4 The Parties shall jointly determine which GTE access Tandem(s) will be sub-tended by each AT&T End Office Switch.
- 39.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

**40. Transport and Termination of Information Services Traffic**

- 40.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.
- 40.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

- 40.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.
- 40.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:
  - 40.4.1 The Information Services Billing and Collection fee set forth in Attachment 14; and
  - 40.4.2 An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
  - 40.4.3 Customer adjustments provided by the Originating Party.
- 40.5 The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.
- 40.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

#### 41. **Installation, Maintenance, Testing and Repair**

##### 41.1 **Grooming Plan**

Within ninety (90) days after the Effective Date, AT&T and GTE shall jointly begin the development of a plan (the "Grooming Plan") which shall define and detail, inter alia, (i) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels GTE provides to itself, or any subsidiary, Affiliate or other person; (ii) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Part IV and the trunk groups specified in Part IV, including standards and procedures for notification and discoveries of trunk disconnects;

(iii) disaster recovery and escalation provisions; and (iv) such other matters as the Parties may agree.

#### 41.2 **Operation and Maintenance**

Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Attachment 3. Each party shall also be responsible for engineering and maintaining its network on its side of the interconnection point. If and when the Parties choose to interconnect at a mid-span meet, the Parties will jointly provision the fiber optic facilities that connect the two networks and shall share the financial and other responsibilities for those facilities.

## **PART V: PRICING**

### 42. **General Principles**

All services currently provided hereunder including resold Local Services ; Network Elements and Combinations, Interconnection and any new and additional services or Network Elements to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the FCC and any state public utility commission having jurisdiction over this Agreement.

### 43. **Price Schedules**

#### 43.1 **Local Service Resale**

The prices to be charged to AT&T for Local Services shall be as specified in Attachment 14.

#### 43.2 **Unbundled Network Elements**

The prices charged to AT&T for Unbundled Network Elements shall be as specified in Attachment 14 and shall be nondiscriminatory.

43.2.1 If implementation of an unbundled loop feeder supports shared use of required unbundling facilities, the cost of such facilities shall be allocated and prorated among all users in a non-discriminatory and competitively neutral manner. If such implementation supports only AT&T's use, then AT&T shall pay to GTE the incremental cost of such implementation.

43.2.2 If implementation of an unbundled loop concentrator /multiplexer element supports shared use of required unbundling facilities, the cost of such facilities shall be allocated and prorated among all users in a non-discriminatory and competitively neutral manner. If implementation supports only AT&T's use, then AT&T shall pay to GTE the incremental cost of such implementation.

43.2.3 AT&T will be responsible for the costs (if any) required to create an interface at the main distribution frame if such interface does not already exist, such as in the case of an Integrated Digital Loop Carrier System.



43.3 **Interconnection**

- 43.3.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by GTE or AT&T which a Telephone Exchange Service Customer originates on GTE's or AT&T's network for termination on the other Party's network. Reciprocal Compensation for exchange of traffic shall initially be paid on a "bill and keep" basis subject to the right of either Party to demand that compensation be calculated based upon actual local exchange traffic volumes as further specified in Attachment 14.
- 43.3.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 43.3.3 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- 43.3.4 Standard meet point billing arrangements, as defined in Attachment 6, shall apply when the completion of a toll call involves both GTE and AT&T facilities, as further described in Attachment 6.
- 43.3.5 [Intentionally Deleted]
- 43.3.6 **Transiting Traffic**
- The following applies to all scenarios with transiting traffic.
- 43.3.6.1 AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as specified in Attachment 14.
- 43.3.6.2 Until such time as AT&T and the third party LEC or ILEC agree upon mutual compensation, third party mutual compensation will be exchanged between AT&T and GTE as follows: .
- 43.3.6.3 [Intentionally Deleted]
- 43.3.6.4 [Intentionally Deleted]
- 43.3.6.5 GTE will provide tandem switching at GTE access tandems for traffic between AT&T and GTE end offices subtending the GTE access tandem, as well as for traffic between AT&T and non-GTE end offices subtending GTE access tandems. By transporting traffic to a non-GTE end office(s) via a GTE tandem, AT&T assumes

responsibility for compensation to GTE for all tandem switched traffic between AT&T and the non-GTE end office(s). This responsibility may be fulfilled either by payment by AT&T to GTE for all tandem switched traffic between AT&T and the non-GTE end office(s) or by an agreement between AT&T and the non-GTE end office LEC pursuant to which GTE is expressly made a third party beneficiary and GTE would receive compensation from either AT&T or the non-GTE end office LEC, depending upon which entity originated the traffic. GTE will bill AT&T for each minute of use AT&T generates that is tandem switched.

- 43.3.6.6 By transporting traffic to non-GTE end offices via a GTE tandem, AT&T assumes responsibility for compensation to the non-GTE end office company. AT&T assumes responsibility for negotiating a compensation arrangement with the non-GTE end office for IntraLATA Toll Traffic terminating to AT&T from such third party LEC or ILEC.

In witness whereof, the Parties have executed this Agreement through their authorized representatives.

GTE FLORIDA INC.

AT&T COMMUNICATIONS OF  
THE SOUTHERN STATES, INC.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment 14**

**AT&T/GTE Pricing Agreement**

**TABLE OF CONTENTS**

<b>1. LOCAL SERVICE RESALE.....</b>	<b>1</b>
<b>2. UNBUNDLED NETWORK ELEMENTS .....</b>	<b>69</b>
<b>3. COLLOCATION.....</b>	<b>69</b>
<b>4. INTERCONNECTION SERVICES .....</b>	<b>70</b>
<b>5. OTHER .....</b>	<b>70</b>
Appendix 1 - Local Service Resale	
Appendix 1 - Annex 1 - Schedule of Wholesale Discounts	
Appendix 1 - Annex 2 - Summary of Wholesale Charges	
Appendix 2 - Prices for Unbundled Network Elements Florida (Per Order)	
Appendix 3 - Prices for Collocation	
Appendix 3 - Annex 1 - Charges State of Florida	
Appendix 4 - Reciprocal Compensation	
Appendix 4 - Annex 1 - Prices for Reciprocal Compensation	
Appendix 5 - Prices for Local Number Portability	
Appendix 6 - Prices for Trunking Interconnection	
Appendix 7 - Prices for E911/911 Services	
Appendix 8 - Rights-of-Way, Conduits, Ducts and Pole Attachments	

**Attachment 14**

**AT&T/GTE Pricing Agreement**

44. **Local Service Resale**

The prices charged to AT&T for Local Service shall be calculated using the avoided cost discount applicable in the State determined on the basis of the retail rate charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by GTE, as further specified in Appendix 1 to this Attachment 14.

The prices shall be GTE's retail rates applicable on the Effective Date, less the applicable discount. If GTE reduces or increases its retail rates after AT&T executes this Agreement, the applicable discount shall be applied to the reduced or increased retail rates.

45. **Unbundled Network Elements**

The prices charged to AT&T for Network Elements shall be as further specified in Appendix 2 to this Attachment 14.

46. **Collocation**

Prices and terms for collocation are specified in Appendix 3 to this Attachment 14.

**47. Interconnection Services**

GTE will make interconnection arrangements available at all tandem switching and end office switching locations. At the discretion of AT&T, local interconnection may be accomplished via one-way local trunks, or two way local trunks, or AT&T may chose to deliver both local and toll traffic over the same trunk group(s). With respect to the latter scenario, AT&T will have to provide an available Percent Local Usage (PLU) to facilitate billing if it desires application of the local interconnection rate.

Prices and terms for Interconnection Services are specified in Appendix 4 to this Attachment 14.

**48. Other**

Prices and terms for local number portability, trunking interconnection, E911/911 and pole attachments, conduit and rights-of-way services are specified in Appendix 5, Appendix 6, Appendix 7 and Appendix 8 to this Attachment 14, respectively.

**49.** Numerous provisions in this Agreement and its Attachments refer to prices or pricing principles set forth in Attachment 14. If a provision references prices in Attachment 14 and there are no corresponding prices already set forth in Attachment 14 for such item, such price shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to AT&T 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, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non-recurring charge ("NRC") for a specific Network Element, the Parties would use the NRC for the most analogous retail service for which there is an established price); provided, however, that if the Parties are unable to agree on what is the nearest analogous item for purposes of setting an interim price or if there is no such analogous item, they will submit the dispute to arbitration for purposes of establishing an interim price in accordance with the procedures set forth in Attachment 1. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by AT&T to GTE, or any overpayment refunded by GTE to AT&T, within forty-five (45) days after the establishment of the price by the Commission.

### **Appendix 1 - Local Service Resale**

Beginning with the Effective Date of this Agreement, Resale Services will be priced in accordance with the standards and prices described below.

50. The wholesale rates for Local Service Resale will be calculated based upon the discounts described in Annex 1. Such discounts will be applied against the Retail Rates for each GTE Retail Offering.
- 50.1 "Retail Rates" are the effective rates a GTE retail customer would have paid GTE under the Retail Offering selected by AT&T, taking into consideration all applicable discounts, including, but not limited to, volume, term and time of day.
- 50.2 A "Retail Offering" is an individual contract or retail service rate element, or package of rate elements, which GTE offers to its retail customers, including, but not limited, to Grandfathered Services.
51. Nonrecurring "change" or "record" charges, rather than service establishment charges, shall apply for the conversion of existing Customers of GTE services, received either directly from GTE or through another reseller, to AT&T local service.

## Appendix 1 - Annex 1 - Schedule of Wholesale Discounts

Florida	
Basic Local Service (Residence & Business)	13.04%
Line Charge	13.04%
Usage Charge	13.04%
Features	13.04%
Listing Charges	13.04%
Non-recurring Charges	13.04%
Toll Service	13.04%
Operator Services	13.04%
Directory Assistance	13.04%
Business Trunk and Service Arrangements	13.04%
ISDN Services	13.04%
CENTRANET Services	13.04%
Private Line Services	13.04%
Inbound/Outbound Services	13.04%
Promotional Offerings (90 days or more)	13.04%
Promotional Offerings (less than 90 days)	Not subject to wholesale discount
Services for disabled persons (including free directory assistance)	13.04%
In Contact Services	13.04%
Public and Semi-Public Payphone Services	13.04%
Contract Services	13.04%
Grandfathered Services	13.04%
All other retail Telecommunications Services not excluded from resale by order of the Commission	13.04%



## **Appendix 1 - Annex 2 - Summary of Wholesale Charges**

This Annex refers to contract or retail service charges.

### Local Services-Residence and Business.

Line Charges: These services should include but not be limited to the exchange line charges, by rate area within the jurisdiction. The price structure should encompass flat rates, measured rate service, one and/or two-party lines and any other subcategory that pertains to that jurisdiction. Line prices that reflect usage for such services as call-packs, extended area service, community calling would be included in this category.

Usage Charges: Includes all usage not captured in the line charge, such as messages or minutes in excess of any limited calling-plan.

Features: Custom calling features and advanced custom calling features as designed to be compatible with single and multi-line residence and business customer exchange lines. Custom calling features would include month and pay per attempt charges. Associated feature discounts for quantity or other marketing bundles would also be included. (Central office features that support CENTRANET and private line services would be included with each specific service category.).

Listings: All forms of directory listings for both local and toll services. Prices for customer listing options such as bold type, dual name, business name and custom advertising for the white and yellow pages are included.

Non-recurring charges: Charges associated with the installation, addition, changing or moving of service and equipment for local service.

Toll Services: Charges for any service that has been ordered by the Commission to be open to intraLATA presubscription whether charged on a per minute of use or other basis. This includes the non-recurring and listing charges associated with installation or record affecting work for toll service or toll usage plans and for listings, advertising and associated services in the 800 service directory.

Operator Services: Charges associated with, but not limited to, obtaining operator assistance for call placement, busy-line verification and interruption, time and weather and, if priced as such, DA call completion.

Directory Assistance Services: Charges associated with the use of directory assistance operators in obtaining local telephone numbers.

Business Trunks and Service Arrangements: Charges associated with PBX trunk arrangements for single and multi-line customers. Included are line and usage charges, features and service arrangements for direct inward (and/or outward) dialing.

ISDN Services: Charges associated with Integrated Services Digital Network Service for residence and business customers for the transmission of voice, data and packet switched signals.

CENTRANET Services: Charges associated with the provision and use of central office based private branch exchange services using equipment located on the premises owned or leased or controlled by GTE and connected by local loops to the premises of the customer or an authorized user.

Private Line Services: Charges associated with the provision and use of dedicated facilities between two or more customer locations.

Inbound/Outbound Services: Charges associated with the provision and use of WATS 800 (inbound) and Wide Area Telephone service (outbound) and other like services.

End User Access Services: Charges associated with the provision and use of common and dedicated facilities to provide access service to end user customers.

## **Appendix 2 - Prices for Unbundled Network Elements**

Beginning with the Effective Date of this Agreement, Network Elements and Combinations will be priced in accordance with the standards and prices described in this Appendix 2.

Other than the prices identified as interim, the prices listed in this Appendix 2 will remain in effect for three (3) years (Initial Contract Period) unless amended pursuant to pricing orders applicable to Network Elements and Combinations provided by GTE to AT&T in the State. The prices identified as interim are subject to further order of the Commission pending submission of cost studies by GTE. At the end of the Initial Contract Period, the agreement will automatically renew for an additional one year term, unless one party gives 90 days written notice of a wish to terminate. Upon the giving of such written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to terminate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix 2 will continue to remain in effect.

Nonrecurring charges for Dedicated Transport, Database and Signaling Systems, and Channelization System to be provided following review of GTE cost data.

**Appendix 2 - Annex 1**

FLORIDA

Summary of PSC Modified Monthly Recurring Costs  
 For GTE Florida, Inc.

	Rates
<u>Unbundled Loops</u>	
2-Wire Analog Loop	\$20.00
4-Wire Analog Loop	\$25.00
Loop Distribution	\$7.50 -interim
Loop Feeder	\$3.00 -interim
<u>NID</u>	
<u>Basic NID</u>	\$1.45
<u>12x NID</u>	\$2.10
<u>Cross Connects</u>	
DS-0	\$1.60
DS-1	\$4.00
DS-3	\$31.00
<u>Local Switching</u>	
Per Originating MOU	\$.004
Per Terminating MOU	\$.00375
Port Charges per Month:	
2-wire Analog Port	\$4.75
4-wire Analog Port	Cost study due
DS-1 Port	\$72.25
<u>Tandem Switching</u>	
Per MOU	\$.0009512
<u>Common Transport</u>	
Transport Termination	\$.0001
Transport Facility / per mile	\$.0000017

Dedicated Transport  
 Entrance Facility:

2-wire voice	\$29.00
4-wire voice	\$35.00
DS-1 system - first	\$135.00
DS-1 system - add'l	\$125.00
DS-3 protected	\$960.00
Voice facility	\$2.60
DS-1 facility per mile	\$0.50
DS-1 per termination	\$30.00
DS-3 facility per mile	\$13.00
DS-3 per termination	\$285.00

Channelization System

DS3 to DS1 multiplexing	\$305.00
DS1 to DS0 multiplexing	\$205.00

Database and Signaling Systems

<u>Signaling Links and STP</u>	
56 Kbps Links	\$80.00
DS-1 Link	\$125.00
<u>Signal Transfer Point (STP)</u>	
Port Termination	\$350.00

Call Related Databases

<u>Line Information Database</u>	
ABS	\$ .04
<u>Toll Free Calling Databases</u>	
DB800 Queries	\$ .011

Operations Support Systems                      Cost study due

Operator Services

Operator Systems	Cost study due
Directory Assistance	Cost study due
911 Service	Cost study due

Summary of PSC Modified Non-Recurring Costs  
 For GTE Florida, Inc.

Non-Recurring  
 Charge

Unbundled Element

Loop or Port Service Ordering

Initial Service Order	\$47.25
Transfer of Service	\$16.00
Subsequent Service Order	\$24.00
Customer Service Record	\$ 5.25

Research

Installation:

Unbundled loop, per loop	\$10.50
Unbundled port, per port	\$10.50
Loop Facility Charge	\$62.50

### **Appendix 3 - Prices for Collocation**

52. **Charges.**

Beginning with the Effective Date of this Agreement, Collocation will be priced in accordance with the standards and prices described in Annex 1 of this Appendix 3.

53. **Payment.**

AT&T will pay the charges for Collocation upon receipt of an itemized invoice from GTE. GTE will provide AT&T with an itemized invoice of all charges on a per LSO basis.

**Appendix 3 - Annex 1**

FLORIDA

Summary of Commission-Approved Charges for Collocation  
For GTEFL

<u>Collocation Element</u>	<u>Recurring Rate</u>
DS-0	\$1.60/per month
DS-1	\$4.00/per month
DS-3	\$31.00/per month
Partitioned space/square foot	\$1.85/per month
DC power	\$405.00/per month
Cable space	\$14.00/per month

<u>Collocation Element</u>	<u>Non-Recurring Rate</u>
Physical Engineering Fee	\$6,946.00/per request
Building Modification Costs:	
Simple	\$13,484.00/per office
Moderate	\$18,448.00/per office
Complex	\$23,514.00/per office
DC power	\$2,900.00/per 40 amps
Cable Pull	\$1,213.00/per 12 fibers
Cage Enclosure	\$4,559.00/per cage



## Appendix 4 - Reciprocal Compensation

54. **Scope.**

This Appendix prescribes the methods and means for reciprocal compensation of interconnect traffic between GTE's and AT&T's networks as well as transiting traffic between AT&T and third party LECs or ILECs.

55. **Interconnecting Local Traffic.**

On each three (3) month anniversary of the Interconnection Activation Date in a Market Area, the Parties will review the minutes of usage for interconnect traffic for the prior quarter. If the minutes of usage imbalance for interconnect traffic for that period is less than ten (10%) percent, neither Party shall charge the other for services provided under this Appendix. If an imbalance is greater than ten (10%) percent, then the appropriate party may bill the other using the rates discussed in this Appendix. In the event of a disagreement regarding reciprocal compensation billing, either Party may invoke the dispute resolution procedures of Attachment 1.

56. **Transiting Traffic.**

AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as described in Annex 1 to this Appendix 4.

57. **BLV/BLVI Traffic.**

Each party shall charge the other for BLV/BLVI Services on a reciprocal basis as provided in Section of this Agreement.

### **Appendix 4 - Annex 1 - Prices for Reciprocal Compensation**

These prices will remain in effect for the first three (3) Contract Years of this Agreement ("Initial Contract Period"), unless amended pursuant to pricing orders applicable to the services provided to each other by AT&T and GTE listed in this Appendix 4. Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory Commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Annex will continue to remain in effect.

Dedicated transport - See Appendix 2 - Annex 1 to this Attachment 14

Common transport - See Appendix 2 - Annex 1 to this Attachment 14

End Office Switching - \$0.0025 per minute

Tandem Switching - \$.00125 per minute

Transiting Service Charge - TBD

### **Appendix 5 - Prices for Local Number Portability**

There will be no charge for number portability provided by one Party for the other. Pending further study and order by the Commission, each party will pay its own costs in the provision of interim number portability solutions. Recovery of the costs of implementing interim number portability will be made in a competitively neutral manner.

## **Appendix 6 - Prices for Trunking Interconnection**

The prices listed in this Appendix are not subject to change for the first three (3) Contract Years of this Agreement ("Initial Contract Period"). Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

### Dedicated Transport Rates

#### AT&T Dedicated Transport

See Appendix 2 - Annex 1 to this Attachment 14

#### GTE Dedicated Transport -

See Appendix 2 - Annex 1 to this Attachment 14

Nonrecurring charges to be provided following review of GTE cost data.

### **Appendix 7 - Prices for E911/911 Services**

The prices listed in this Appendix are not subject to change for the first three (3) Contract Years of this Agreement ("Initial Contract Period"). Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures in Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

[To be provided following review of GTE cost data]

## **Appendix 8 - Rights-of-Way, Conduits, Ducts, and Pole Attachments**

**Prices.** The prices charged to AT&T for supplying facilities will be based on a pro rata share of the TSLRIC. AT&T will pay for work needed to condition capacity for AT&T's use and administrative fees and rental fees associated with AT&T's occupancy of GTE's facilities.

If GTE advises AT&T that a route is available and subsequently it is determined that a portion of the route is not available, then AT&T will not be required to pay for any work performed by GTE with respect to such route and any prepaid amounts will be refunded to AT&T.

GTE and AT&T shall agree on a verifiable mechanism or process to ensure that AT&T is properly charged for such work and that, where necessary, costs are allocated and prorated in a nondiscriminatory and competitively neutral manner in accordance with methodology approved by the FCC or the Commission. When AT&T places a request with GTE for work to be performed for AT&T in connection with Rights of Way, Conduit and Pole Attachments, GTE shall submit to AT&T a detailed estimate for such work as soon as practicable after the receipt of the request. GTE shall not commence work on the request until it receives prior authorization from AT&T. All invoices submitted by GTE shall include a detailed itemization of all work covered thereunder.

AMENDMENT NO. \_\_\_\_

to the

INTERCONNECTION AGREEMENT

between

[VERIZON LEGAL ENTITY]

and

[MCI Entity CLEC FULL NAME]

This Amendment No. [NUMBER] (the "Amendment") is made by and between [VERIZON LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and [CLEC FULL NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] 22001 Loudoun County Parkway, Ashburn, VA 20147 ("\*\*\*CLEC Acronym TXT\*\*\*"), and shall be deemed effective [FOR CALIFORNIA] upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date"); [FOR ALL OTHER STATES: on \_\_\_\_\_ (the "Amendment Effective Date").] Verizon and \*\*\*CLEC Acronym TXT\*\*\* are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME] (the "State"/"Commonwealth").

WITNESSETH:

NOTE: **DELETE** THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT HAS USED AN ADOPTION LETTER:

[WHEREAS, Verizon and \*\*\*CLEC Acronym TXT\*\*\* are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated [INSERT DATE] (the "Agreement"); and]

NOTE: **INSERT** THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT USED AN ADOPTION LETTER:

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), \*\*\*CLEC Acronym TXT\*\*\* adopted in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), and such vacatur became effective on June 16, 2004; and

~~WHEREAS, on August 20, 2004, the FCC released an Order and Notice of Proposed Rulemaking in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary continued access to reinstatement of unbundling obligations for certain network elements pending the promulgation by the FCC of permanent UNE rules with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act; and~~

~~WHEREAS, pursuant to Section 252(a) of the [NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "Act" WITH: "the Communications Act of 1934, as amended, (the "Act")] Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO and certain aspects of the D.C. Circuit Decision as set forth herein; and~~

~~NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:~~

1. Amendment to Agreement. The Agreement is amended to include the following provisions, which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. General Conditions
  - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: ~~(a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs") and combinations of unbundled Network Elements ("Combinations") to \*\*\*CLEC Acronym TXT\*\*\* under the terms of this Amended Agreement only to the extent required by the Federal Unbundling Rules, and (b) Verizon may decline to provide access to UNEs and Combinations to \*\*\*CLEC Acronym TXT\*\*\* to the extent that provision of access to such UNEs or Combinations is not required by the Federal Unbundling Rules. Intentionally Left Blank~~
  - 2.2 \*\*\*CLEC Acronym TXT\*\*\* may use a Network Element UNE or a Combination only for the provision of any Telecommunications Service these purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to \*\*\*CLEC Acronym TXT\*\*\*.
  - 2.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon becomes obligated to provide to \*\*\*CLEC Acronym TXT\*\*\* pursuant to the Federal Unbundling Rules a Discontinued Facility or a UNE, Combination, or related service that, as of the Amendment Effective Date, Verizon is not required to provide to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement and the Federal Unbundling Rules, the rates, terms, conditions for such Discontinued Facility, UNE, Combination, or related service shall be as provided in an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions, or (in the absence of an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions) as mutually agreed by the Parties in a written amendment to the Amended Agreement. For the avoidance of doubt, notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon, unless and until such time as Verizon is required to do so by an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for the applicable rates, terms, and conditions or by a mutually agreed written amendment to the Amended Agreement setting forth the applicable rates, terms, and conditions, shall not be required under the Amended Agreement (a) to perform any routine network modification that the Agreement does not expressly and specifically require Verizon to



~~perform (including, but not limited to, any routine network modification required under 47 C.F.R. § 51.319(a)(8) or 47 C.F.R. § 51.319(e)(5)), (b) to commingle, or to permit the commingling of, UNEs or Combinations with other wholesale services obtained from Verizon under a Verizon access tariff, separate non-251 agreement, or otherwise, or (c) to offer or provide, for any period of time not required under Section 3 any facility that is or becomes a Discontinued Facility.~~ Intentionally Left Blank

3. Discontinued Facilities Elements.

3.1 Generally. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon shall not be obligated to offer or provide access on an unbundled basis at rates prescribed under Section 251 of the Act to any element facility that is or becomes a Discontinued Facility Element, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased providing a particular Discontinued Element Facility to \*\*\*CLEC Acronym TXT\*\*\*, Verizon, provided it has given at least ninety (90) days written notice of discontinuance of such Discontinued Facility Element, will continue to provide such Discontinued Facility Element under the Amended Agreement only through the effective date of the notice of discontinuance, and not beyond that date. To the extent an element is a facility is (or becomes) a Discontinued Facility Element only as to new orders that \*\*\*CLEC Acronym TXT\*\*\* may place for such an element facility, Verizon, to the extent it has not already discontinued its acceptance of such new orders and provided it has given at least ninety (90) days written notice of its intention to do so, may reject such new orders on the effective date of the notice of discontinuance and thereafter. ~~Verizon may, but shall not be required to, issue the foregoing notice in advance of the date on which the facility shall become a Discontinued Facility as to new orders that \*\*\*CLEC Acronym TXT\*\*\* may place, so as to give effect to Verizon's right to reject such new orders immediately on that date.~~ The Parties acknowledge that Verizon, prior to the Amendment Effective Date, has provided \*\*\*CLEC Acronym TXT\*\*\* with any required notices of discontinuance of certain Discontinued Elements Facilities, and that Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Amended Agreement, a Verizon SGAT or tariff, or otherwise, may, at any time and without further notice to \*\*\*CLEC Acronym TXT\*\*\*, cease providing any such Discontinued Elements Facilities. This Section 3.1 is intended to limit any obligation Verizon might otherwise have to provide to \*\*\*CLEC Acronym TXT\*\*\* (or to notify \*\*\*CLEC Acronym TXT\*\*\* of the discontinuance of) any facility that is or becomes a Discontinued Element Facility, and nothing contained in this Section 3.1 or elsewhere in this Amendment shall be deemed to establish in the first instance or to extend any obligation of Verizon to provide any facility or Discontinued Element Facility. ~~This Section 3.1 shall apply notwithstanding anything contained in the Agreement, this Amendment, or any Verizon tariff or SGAT, but without limiting any other right Verizon may have under the Agreement, this Amendment, or any Verizon tariff or SGAT to cease providing a facility that is or becomes a Discontinued Facility.~~

3.2 Continuation of Facilities Under Separate Arrangement. To the extent \*\*\*CLEC Acronym TXT\*\*\* wishes to continue to obtain access to a Discontinued Element Facility under a separate arrangement (e.g., a separate agreement at market-based or other rates, an arrangement under a Verizon access tariff, or resale), \*\*\*CLEC Acronym TXT\*\*\* shall have promptly undertaken and concluded such efforts as may be required to secure such arrangement prior to the date on which Verizon is permitted to cease providing the Discontinued Element Facility; provided, however, that in no event shall \*\*\*CLEC Acronym TXT\*\*\*'s failure to secure such an arrangement affect Verizon's right to cease providing a facility that is or becomes a Discontinued Element Facility. If Verizon is permitted to cease providing a Discontinued Facility Element under this Section 3 and \*\*\*CLEC Acronym TXT\*\*\* has not submitted an LSR or ASR, as appropriate, to Verizon

requesting disconnection of the Discontinued FacilityElement and has not separately secured from Verizon an alternative arrangement to replace the Discontinued FacilityElement, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject Discontinued FacilityElement by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge) to be equivalent to access, resale, or other analogous arrangement that Verizon shall identify in a written notice to \*\*\*CLEC Acronym TXT\*\*\*. The rates, terms, and conditions of any such arrangements shall apply and be binding upon \*\*\*CLEC Acronym TXT\*\*\* as of the date specified in the written notice issued by Verizon; provided such notice is delivered to \*\*\*CLEC Acronym TXT\*\*\* no later than forty-five (45) days prior to the application of such new rate. The Parties acknowledge that Verizon has, in such written notices issued to \*\*\*CLEC Acronym TXT\*\*\* prior to the Amendment Effective Date, identified such arrangements to replace certain Discontinued Facilities and that Verizon, to the extent it has not already done so, may implement such arrangements without further notice. Verizon shall not assess or charge \*\*\*CLEC Acronym TXT\*\*\* any non-recurring charges for the discontinuation or disconnection of a Discontinued Element or for the reconnection or establishment of service under the alternative arrangement.

- 3.3 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Amended Agreement, any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide under the Federal Unbundling Rules shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amended Agreement to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of such rates, terms, or conditions pursuant to 47 U.S.C. § 252(b). Intentionally Left Blank
- 3.4 Pre-Existing and Independent Discontinuance Rights. Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Section 3 are in addition to, and not in limitation of, any rights Verizon may have as to discontinuance of Discontinued Facilities under the Agreement, a Verizon tariff or SGAT, or otherwise. Nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing or independent right it may have under the Agreement, a Verizon tariff or SGAT, or otherwise to cease providing a Discontinued Facility. Intentionally Left Blank
- 3.5 Implementation of Rate Changes. Notwithstanding any other provision of the Amended Agreement (including, but not limited to, the rates and charges set forth therein), Verizon may, but shall not be required to, implement any rate increases or new charges that may be established by the FCC in its Interim Rules Order or subsequent rulemakings, once effective, for unbundled network elements, combinations of unbundled network elements, or related services, by issuing to \*\*\*CLEC Acronym TXT\*\*\* a schedule of such rate increases and/or new charges, provided that the rate provisions of such FCC orders and/or rulemakings are not subject to a stay issued by any court of competent jurisdiction. Any such rate increases or new charges shall take effect on the date indicated in the schedule issued by Verizon, but no earlier than the date established by the FCC, and shall be paid by \*\*\*CLEC Acronym TXT\*\*\* in accordance with the terms of the Amended Agreement. Any such rate increases and new charges that the FCC may establish shall be in addition to, and not in limitation of, any rate increases and new charges that the [\*\*\*State Commission TXT\*\*\*] may approve or that Verizon may otherwise implement under the Amended Agreement or applicable tariffs. Nothing set forth in this Section 3.5 shall be deemed an admission of Verizon or limit Verizon's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed,

~~or invalidated any limit the FCC may impose on Verizon's rates and charges. Intentionally  
Left Blank~~

#### 4. Commingling and Combinations

4.1 Commingling. Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, perform the functions necessary to Commingle or combine Network Elements with wholesale services. The rates, terms and conditions of the applicable wholesale or access tariff or separate non-251 agreement will apply to the wholesale services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Network Element(s). Verizon shall not deny access to a Network Element or a Combination on the grounds that one or more of the Network Elements (i) is connected to, attached to, linked to, associated with, or combined with, a facility or service obtained from Verizon; or (ii) shares part of Verizon's network with access services or inputs for non-telecommunication services. When \*\*\*CLEC Acronym TXT\*\*\* purchases Commingled Network Elements and wholesale services from Verizon, Verizon shall charge \*\*\*CLEC Acronym TXT\*\*\* on an element-by-element and service-by-service rate. "Ratcheting," as that term is defined by the FCC, shall not be required. Verizon's performance in connection with the provisioning of Commingled facilities and services shall be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or under Applicable Law. In addition, Verizon shall cooperate fully with \*\*\*CLEC Acronym TXT\*\*\* to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede \*\*\*CLEC Acronym TXT\*\*\*'s ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user perspective. For the avoidance of any doubt, Verizon acknowledges and agrees that the language of this Section [4.1] complies with and satisfies the requirements of Verizon's wholesale and access tariffs with respect to Commingling. Verizon shall not change its wholesale or access tariffs in any fashion that impacts the availability or provision of Commingling under this Amendment, unless Verizon and \*\*\*CLEC Acronym TXT\*\*\* have amended the Amended Agreement in advance to address Verizon's proposed tariff changes.

#### 4.2 Service Eligibility Criteria for High-Capacity Loop/Transport Combinations and Commingled Facilities and Services.

4.2.1 Unless \*\*\*CLEC Acronym TXT\*\*\* certifies to Verizon in writing (via email or letter) that \*\*\*CLEC Acronym TXT\*\*\* is in compliance with each of the High-Cap EEL service eligibility criteria set forth in 47 C.F.R. § 51.318, Verizon shall not be obligated to provide:

4.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or Commingled with a DS1 or DS3 interoffice access transport service;

4.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or Commingled with a DS3 interoffice access transport service;

4.2.1.3 unbundled DS1 Dedicated Transport Commingled with DS1 channel termination service;

4.2.1.4 unbundled DS3 Dedicated Transport Commingled with DS1 channel termination service; or

4.2.1.5 unbundled DS3 Dedicated Transport Commingled with DS3 channel termination service.

Anything to the contrary in this Section [4.2] notwithstanding, \*\*\*CLEC Acronym TXT\*\*\* shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations, or individual Network Elements. \*\*\*CLEC Acronym TXT\*\*\* must remain in compliance with the service eligibility criteria for so long as \*\*\*CLEC Acronym TXT\*\*\* continues to receive the aforementioned combined or Commingled facilities and/or services from Verizon. The High-Cap EEL service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled Network Elements. For existing circuits, \*\*\*CLEC Acronym TXT\*\*\* must re-certify in writing for each DS1 circuit or DS1 equivalent within sixty (60) days after the Amendment Effective Date.

4.2.2 Each written certification to be provided by \*\*\*CLEC Acronym TXT\*\*\* pursuant to Section [4.2.1] above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

4.2.3 Other than the High-Cap EEL service eligibility criteria, Verizon shall not impose terms and conditions, including without limitation, pre-audits and requirements to purchase special access and then convert to EELs, on \*\*\*CLEC Acronym TXT\*\*\*'s purchase of High-Capacity EELs.

#### 4.3 Combinations.

4.3.1 \*\*\*CLEC Acronym TXT\*\*\* may, at its option, combine a Network Element with any other Network Element to the extent Technically Feasible. Verizon, however, may not require \*\*\*CLEC Acronym TXT\*\*\* to combine Network Elements.

4.3.2 In addition to offering each Network Element individually, Verizon shall, upon \*\*\*CLEC Acronym TXT\*\*\*'s request, perform the functions necessary to combine Network Elements in any manner, even if those Network Elements are not ordinarily combined in Verizon's network; provided, however, that such Combination (i) is Technically Feasible; and (ii) would not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with Verizon's network. If Verizon denies \*\*\*CLEC Acronym TXT\*\*\* access to any Combination based on a claim that it is not Technically Feasible, Verizon must prove to the [\*\*\*State Commission TXT\*\*\*] that the requested Combination is

not Technically Feasible. If Verizon denies \*\*\*CLEC Acronym TXT\*\*\* access to any Combination based on a claim that it would undermine the ability of other carriers to access Network Elements or to interconnect, Verizon must prove to the [\*\*\*State Commission TXT\*\*\*] that the requested Combination would impair the ability of other carriers to obtain access to Network Elements or to interconnect with Verizon's network.

4.3.3 Upon \*\*\*CLEC Acronym TXT\*\*\*'s request, Verizon shall perform the functions necessary to combine Network Elements with elements possessed or provided by \*\*\*CLEC Acronym TXT\*\*\* in any Technically Feasible manner.

4.3.4 Except when requested by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall not separate requested Network Elements that Verizon currently combines.

5. Conversion of Services and Network Elements.

5.1 Upon \*\*\*CLEC Acronym TXT\*\*\*'s request, Verizon shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination, that is available to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after the date of \*\*\*CLEC Acronym TXT\*\*\*'s request.

5.2 Verizon shall perform any conversion from a wholesale service or group of wholesale services to a Network Element or Combination without adversely affecting the service quality perceived by \*\*\*CLEC Acronym TXT\*\*\*'s customer. Verizon shall not perform any conversion by disconnecting or discontinuing a wholesale service and reconnecting or re-establishing it as a Network Element or Combination.

5.3 In connection with any conversion between a wholesale service or group of wholesale services and a Network Element or Combination, Verizon shall not impose any untariffed termination charges. Further, Verizon shall not impose any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a Network Element or Combination.

5.4 Until such time as Verizon and \*\*\*CLEC Acronym TXT\*\*\* mutually agree on an automated conversion process, conversion of a wholesale service, or group of wholesale services, to unbundled Network Elements will be performed manually on a project basis. The effective bill date for conversions is the first of the month following Verizon's receipt of a written request from \*\*\*CLEC Acronym TXT\*\*\* reasonably identifying the circuits or other facilities that are the subject of the conversion request.

5.5 For so long as requests for conversions are handled via a manual process as a project, they will be excluded from all ordering and provisioning metrics.

6. Line Splitting. CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection

Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing platform arrangement, or seeking to migrate a Line Sharing arrangement to a Line Splitting configuration using the existing Loop, a Verizon Local Switching Network Element, and the existing central office wiring configuration, may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

6.1 Line Splitting with a CLEC-Owned Switch ("Loop Splitting"). When provisioning a \*\*\*CLEC Acronym TXT\*\*\* Line Splitting order for a standalone Loop where \*\*\*CLEC Acronym TXT\*\*\* or a third party LEC is providing switching, Verizon shall use the same length of tie pairs and CFA assignments it uses for Line Splitting in conjunction with Verizon provided switching plus an additional CLEC-to-CLEC connection and shall employ a basic installation "lift and lay" procedure, in which the Verizon technician lifts the Loop from its existing termination in the applicable Verizon wire center and lays it on a new termination connection to \*\*\*CLEC Acronym TXT\*\*\*'s or its associated advanced services provider's collocated equipment in the same wire center utilizing the existing CFA. When submitting an order for Line Splitting for a standalone Loop where \*\*\*CLEC Acronym TXT\*\*\* or a third party LEC is providing switching, \*\*\*CLEC Acronym TXT\*\*\* or its associated advanced services provider will provide, on the service order, the appropriate frame terminations that are dedicated to splitters. Verizon shall administer all cross connects/jumpers on the COSMIC/MDF and IDF.

## 7. Provision of Certain Loop Facilities and Services.

7.1 FTTP Loops – Overbuilds. If an FTTP Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops for \*\*\*CLEC Acronym TXT\*\*\*'s provision of a voice grade service to its end user customer, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access on an unbundled basis to a transmission path, capable of carrying voice grade service, from the main distribution frame (or its equivalent) in a Verizon wire center serving the end user to the demarcation point at the end user's customer premises. For the avoidance of doubt, in no event shall \*\*\*CLEC Acronym TXT\*\*\* be entitled to obtain access to an FTTP Loop (or any segment thereof) on an unbundled basis where Verizon has deployed such a Loop to an end user customer's premises that previously was not served by any Verizon Loop other than an FTTP Loop.

### 7.2 Hybrid Loops – Narrowband Services.

7.2.1 Generally. When \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, Verizon shall either (a) provide access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service, using time division multiplexing technology.

7.2.2 IDLC Hybrid Loops. If \*\*\*CLEC Acronym TXT\*\*\* requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, provide \*\*\*CLEC Acronym TXT\*\*\* unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

7.2.2. Verizon will provide \*\*\*CLEC Acronym TXT\*\*\*, at \*\*\*CLEC Acronym TXT\*\*\*'s option, with (i) an existing copper Loop; (ii) a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where available; or (iii) an unbundled TDM channel on the Hybrid Loop. Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

7.3 Retirement of Copper Loops. Prior to retiring any copper Loop that has been replaced with a FTTP Loop, Verizon shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules (which, in part, require Verizon to submit notice of copper Loop retirement no later than nine-one (91) days prior to the planned date of such retirement); and (ii) any applicable requirements of state law. If \*\*\*CLEC Acronym TXT\*\*\* is leasing a copper Loop when Verizon submits its notice pursuant to the foregoing sentence, Verizon shall also provide \*\*\*CLEC Acronym TXT\*\*\* with a copy of such notice pursuant to the notice provisions of the Amended Agreement.

7.4 Line Conditioning. Verizon shall condition a copper Loop at the request of \*\*\*CLEC Acronym TXT\*\*\* when seeking access to a copper Loop or any portion of a copper Loop, including, without limitation, the high frequency portion of a copper Loop, to ensure that the copper Loop or copper sub-Loop is suitable for providing xDSL services, including those provided over the high frequency portion of the copper Loop or copper sub-Loop, whether or not Verizon offers advanced services to the end-user customer on that copper Loop or copper sub-Loop. If Verizon seeks compensation from \*\*\*CLEC Acronym TXT\*\*\* for line conditioning, \*\*\*CLEC Acronym TXT\*\*\* has the option of refusing, in whole or in part, to have the line conditioned; and \*\*\*CLEC Acronym TXT\*\*\*'s refusal of some or all aspects of line conditioning will not diminish any right it may have, under this Section [7.4], to access the copper Loop, the high frequency portion of the copper Loop, or the copper Sub-Loop.

7.4.1 Line conditioning is defined as the removal from a copper Loop or copper Sub-Loop of any device that could diminish the capability of the Loop or Sub-Loop to deliver high-speed switched wireline telecommunications capability, including DSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

7.4.2 Verizon shall recover the costs of line conditioning from \*\*\*CLEC Acronym TXT\*\*\* in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with rules governing nonrecurring costs in Section 51.507(e) of the FCC's rules.

7.4.3 Insofar as it is Technically Feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper Loops, and may not restrict its testing to voice transmission only.

7.4.4 Where \*\*\*CLEC Acronym TXT\*\*\* is seeking access to the high frequency portion of a copper Loop or copper Sub-Loop and Verizon claims that conditioning that Loop or Sub-Loop will significantly degrade, as defined in Section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that Loop or Sub-Loop, Verizon must either:

7.4.4.1 Locate another copper Loop or copper Sub-Loop that has been or can be conditioned, migrate Verizon's voiceband service to that Loop or Sub-Loop, and provide \*\*\*CLEC Acronym TXT\*\*\* with

access to the high frequency portion of that alternative Loop or Sub-Loop; or

7.4.4.2 Make a showing to the [\*\*\*State Commission TXT\*\*\*] that the original copper Loop or copper Sub-Loop cannot be conditioned without significantly degrading voiceband services on that Loop or Sub-Loop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper Loop or copper Sub-Loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable Line Sharing.

7.4.5 If, after evaluating Verizon's showing under Section [7.4.4.2] above, the [\*\*\*State Commission TXT\*\*\*] concludes that a copper Loop or copper Sub-Loop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that Loop or Sub-Loop to provide advanced services to its own customers without first making available to any requesting telecommunications carrier, including \*\*\*CLEC Acronym TXT\*\*\*, the high frequency portion of the newly conditioned Loop or Sub-Loop.

8. **Transitional Provisions for Certain Network Elements.** If after the Amendment Effective Date the FCC or [\*\*\*State Commission TXT\*\*\*] makes a determination that competitive carriers are not impaired without unbundled access to a certain Network Element, and that determination becomes final (e.g., not subject to a stay) and non-appealable ("Transition Commencement Date"), Verizon and \*\*\*CLEC Acronym TXT\*\*\* shall commence, and abide by, whatever transition process the FCC or [\*\*\*State Commission TXT\*\*\*] establishes with respect to the continued provision of access to that Network Element. If the FCC or [\*\*\*State Commission TXT\*\*\*] does not establish a transition process or schedule for the continued provision of access to a particular Network Element, the Parties agree to migrate Verizon's provision of that Network Element as follows:

8.1 **Mass Market Switching.** Upon the latter of (i) the Transition Commencement Date or (ii) the date on which Verizon has established both a Batch Hot Cut process and individual Hot Cut process ("MM Switching Migration Date"), Verizon will continue accepting orders under the Amended Agreement from \*\*\*CLEC Acronym TXT\*\*\* for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the MM Switching Migration Date, \*\*\*CLEC Acronym TXT\*\*\* shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon under separate agreement, or to \*\*\*CLEC Acronym TXT\*\*\*'s own or a third party's facilities, in accordance with the following schedule: (a) by the end of month 13, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate one-third of its embedded base of end user customers; (b) by the end of month 20, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) by the end of month 27, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate the remainder of its embedded base of end user customers. For the avoidance of doubt, Mass Market Switching (i) provided under this Amended Agreement to new customers ordering service within the five-month transitional period specified above or (ii) provided for the embedded based during the migration period specified above shall, in either and both cases, be subject to the rates in effect under the Agreement as of the day before the Transition Commencement Date. Verizon shall waive all non-recurring charges related to, or resulting from, the disconnection or



discontinuation of Mass Market Switching and all non-recurring charges related to, or resulting from, the establishment of any alternative arrangement provided by Verizon.

8.2 **Other Network Elements.** Upon or after a Transition Commencement Date with respect to a Network Element other than Mass Market Switching, Verizon may notify \*\*\*CLEC Acronym TXT\*\*\* in writing as to its desire to discontinue accepting orders for that unbundled Network Element ("Transition Element"). Such notice ("Transition Notice") shall identify the type of Transition Element generally, identify and describe the legal authority under which Verizon has determined that it is unbundling obligation no longer exists, and provide, with respect to each instance of such Transition Element (e.g., such as a circuit, customer location, transport route, geographic market or other granular attribute) specific information identifying each instance of each Transition Element obtained by \*\*\*CLEC Acronym TXT\*\*\*, including without limitation, for each such Transition Element, the Verizon account number; the \*\*\*CLEC Acronym TXT\*\*\* identification number associated with each such Transition Element to the extent contained in Verizon's records; the street address associated with the locations at which each such Transition Element is provided; the CLLI codes associated with the locations at which each such Transition Element is provided, if applicable; and any and all other information reasonably available to Verizon that would help identify, with particularity, each instance of a Transition Element that Verizon intends to have covered by the Transition Notice provided under this Section [8.2]. Verizon shall waive all non-recurring charges related to, or resulting from, the disconnection or discontinuation of a Transition Element and all non-recurring charges related to, or resulting from, the establishment of any alternative arrangement provided by Verizon.

8.2.1 If the Transition Notice identifies a significant number of Transition Elements (e.g., more than one hundred Loops or more than one hundred Dedicated Transport circuits) \*\*\*CLEC Acronym TXT\*\*\* shall have a transition period of ninety (90) days after receipt of the Transition Notice within which to specify one of the Alternate Service Arrangements specified below with respect to each Transition Element. If the Transition Notice does not identify a significant number of Transition Elements (e.g., fewer than one hundred Loops or fewer than one hundred Dedicated Transport circuits) \*\*\*CLEC Acronym TXT\*\*\* shall have a transition period of thirty (30) days after receipt of the Transition Notice within which to specify one of the Alternate Service Arrangements specified below with respect to each Transition Element. In either case, Verizon agrees to continue providing the Transition Elements that are the subject of the Transition Notice during the applicable transition period (and thereafter to the extent specified for a given Alternative Service Arrangement) under the rates, terms, and conditions of the Amended Agreement, as the same were in effect as of the day before the Transition Commencement Date.

8.2.2 By the end of the applicable transition period specified in Section [8.2.1] above, \*\*\*CLEC Acronym TXT\*\*\* shall designate one of the following Alternative Service Arrangements for each Transition Element identified in the Transition Notice.

8.2.2.1 Conversion to Access Service: \*\*\*CLEC Acronym TXT\*\*\* may elect to convert a Transition Element to the analogous access service, if available. Where the Transition Elements are converted to an analogous access service, from and after the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order, Verizon shall provide such access services at the rates applicable under the term plan selected by \*\*\*CLEC Acronym TXT\*\*\*, and in accordance with the terms and conditions, of Verizon's applicable

access tariff, with the effective bill date being the first day following the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order. Conversion to an analogous access service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order with respect to a particular Transition Element and converts it to the analogous access service, Verizon agrees to continue providing such Transition Element under the rates, terms, and conditions of the Amended Agreement, as the same were in effect as of the day before the Transition Commencement Date.

8.2.2.2 Conversion to Resale Arrangement: \*\*\*CLEC Acronym TXT\*\*\* may elect to convert a Transition Element to a resale arrangement (either under the Amended Agreement or otherwise), if available. Where the Transition Elements are converted to such a resale arrangement, from and after the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order, Verizon shall provide such resale arrangements under the rates, terms, and conditions applicable under the Amended Agreement (or if applicable, the relevant Verizon tariff), with the effective bill date being the first day following the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order. Conversion to a resale arrangement shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order with respect to a particular Transition Element and converts it to a resale arrangement, Verizon agrees to continue providing such Transition Element under the rates, terms, and conditions of the Amended Agreement, as the same were in effect as of the day before the Transition Commencement Date.

8.2.2.3 Conversion to Alternative Verizon Service Arrangement \*\*\*CLEC Acronym TXT\*\*\* and Verizon may mutually agree to convert a Transition Element to some other service arrangement (e.g., a separate agreement at market-based or other rates). Conversion to some other service arrangement shall be accomplished via a process to be mutually agreed-upon by the Parties. Until the date on which the conversion is completed per the terms agreed-upon by the Parties, Verizon agrees to continue providing such Transition Element under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the Transition Commencement Date.

8.2.2.4 Disconnection of a Transition Element: \*\*\*CLEC Acronym TXT\*\*\* may elect to disconnect a Transition Element. Disconnection of a Transition Element shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Billing for such Transition Element shall cease as of the effective date of

disconnect specified by \*\*\*CLEC Acronym TXT\*\*\* in its order (which date shall be no earlier than fifteen (15) days after the date of \*\*\*CLEC Acronym TXT\*\*\*'s order. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s disconnect order with respect to a particular Transition Element, Verizon agrees to continue providing such Transition Element under the rates, terms, and conditions of the Amended Agreement, as the same were in effect as of the day before the Transition Commencement Date.

8.2.2.5 Transfer of Service to \*\*\*CLEC Acronym TXT\*\*\* or a Third Party: \*\*\*CLEC Acronym TXT\*\*\* may elect to replace a Transition Element with a service provisioned on \*\*\*CLEC Acronym TXT\*\*\*'s own facilities or those of a third-party. With respect to such Transition Elements, Verizon shall cooperate fully with \*\*\*CLEC Acronym TXT\*\*\* to accomplish a seamless transition that does not affect service quality, availability, or performance from the end user perspective. Verizon and \*\*\*CLEC Acronym TXT\*\*\* shall use commercially reasonable efforts to expedite the preparation of the relevant facilities or the applicable third-party facilities to meet the transition schedules. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s transfer order with respect to a particular Transition Element, Verizon agrees to continue providing such Transition Element under the rates, terms, and conditions of the Amended Agreement, as the same were in effect as of the day before the Transition Commencement Date, provided that to the extent undue delays in the transfer process are attributable to \*\*\*CLEC Acronym TXT\*\*\* or the third-party, Verizon shall have the right to obtain an equitable adjustment in the rates payable by \*\*\*CLEC Acronym TXT\*\*\* for all time periods resulting from such undue delays.

8.2.3 At the end of the applicable transition period specified in Section [8.2.2], if \*\*\*CLEC Acronym TXT\*\*\* has not designated an Alternative Service Arrangement for a Transition Element listed in the Transition Notice, Verizon may convert such Transition Elements to an analogous access service, if available, and provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the applicable transition period; provided that if no analogous access service is available, Verizon may disconnect such Transition Elements.

#### 4.9. Miscellaneous Provisions.

4.9.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section [9.4.1].

4.9.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4.39.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

4.49.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

4.59.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the [\*\*\*State Commission TXT\*\*\*], the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.

4.69.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

4.79.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

4.7.19.7.1 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

9.7.2 Combination. The provision of unbundled Network Elements in combination with each other, including, but not limited to, the Loop and Switching Combinations (also known as Network Element Platform or UNE-P) and the Combination of Loops and Dedicated Transport (also known as an EEL).

9.7.3 Commingling. The connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more facilities or services that \*\*\*CLEC Acronym TXT\*\*\* has obtained at wholesale from Verizon pursuant to any other method other than unbundling under Section 251(c)(3) of the Act, or the combining of a Network Element, or a Combination, with one or more such facilities or services. "Commingling" means the act of Commingling.

4.7.29.7.4 Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dedicated Transport.

~~4.7.39.7.5 Discontinued Facility Element. Any facility that Verizon, at any time, has provided or offered to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis pursuant to the Federal Unbundling Rules (whether under the Agreement, a Verizon tariff, or a Verizon SGAT), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rule. By way of example and not by way of limitation, Discontinued Elements Facilities are include the following, whether as stand-alone elements facilities or combined or commingled with other elements facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Four-Line Carve-Out Switching; (db) OCn Loops and OCn Dedicated Transport; (ec) the Feeder portion of a Loop; (fd) Line Sharing (subject, however, to the FCC's rules regarding the transition of Line Sharing); (ge) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's Mass Market Switching; (hf) Signaling or Shared Transport that is provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's Enterprise Switching or Four-Line Carve Out Switching; (ig) FTTP Loops (lit or unlit); and (jh) Hybrid Loops (subject to exceptions for narrowband services (i.e., equivalent to DS0 capacity); and (j) any other facility or class of facilities as to which the FCC has not made a finding of impairment that remains effective or otherwise addressed in the Interim Rules Order or similar order, or as to which the FCC has made a finding of nonimpairment.~~

~~4.7.49.7.6 Enterprise Switching. Local Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\* would be used for the purpose of serving \*\*\*CLEC Acronym TXT\*\*\*'s customers using DS1 or above capacity Loops.~~

~~4.7.59.7.7 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party Reserved.~~

~~4.7.69.7.8 Federal Unbundling Rules. Any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or pursuant to the Interim Rules Order (but only once effective and only to the extent not stayed, vacated, reversed, modified or otherwise rendered ineffective by the FCC or a court of competent jurisdiction). Any reference in this Amendment to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under the Interim Rules Order.~~

~~4.7.79.7.9 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.~~

~~4.7.89.7.10 Four-Line Carve Out Switching. Local Switching that Verizon is not required to provide pursuant to 47 C.F.R. § 51.319(d)(3)(ii). **[IN NY, DELETE THE PRECEDING SENTENCE AND INSERT: Local Switching that Verizon, pursuant to Section 5.12.3(B)(4) of Verizon's New York PSC Tariff No. 10, is not required to provide.]**Reserved~~

~~4.7.99.7.11 FTTP Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from (a) the main distribution frame (or its equivalent) in an end user's serving wire center to (b) the demarcation point at the end user's customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting~~

entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the wire center that serves the multiunit premises, to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R § 68.105.

4.7.109.7.12 Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable.

9.7.13 Line Sharing. ~~[FOR AZ, CA, DE, ID, IL, IN, MD, MI, NV, NC, OH, OR, PA-East and West, SC, TX, VA-East and West, DC, WA, WV and WI]:~~ The process by which ~~\*\*\*CLEC Acronym TXT\*\*\*~~ provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises.

**[FOR ALL OTHER STATES]:**

The process by which ~~\*\*\*CLEC Acronym TXT\*\*\*~~ provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned and controlled by Verizon.

9.7.13 Line Splitting. The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper Loop and a second competitive LEC provides xDSL service over the HFPL of the same Loop.

9.7.14 Local Switching. ~~The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card). (i) Local Switching encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks.~~

4.7.12(ii) Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any Technically Feasible customized routing functions.

(iii) Local Switching includes the circuit switching functionalities of any switching facility regardless of the technology used by that facility.

9.7.15 Loop. A transmission facility between a distribution frame (or its equivalent) in Verizon's wire center and the loop demarcation point (marking the end of Verizon's control of the Loop) at a customer premises, including inside wire owned by Verizon. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises.

~~4.7.139.7.16 Mass Market Switching. Local Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\*, would be used for the purpose of serving a \*\*\*CLEC Acronym TXT\*\*\* end user customer with three or fewer over DS0 Loops. Mass Market Switching does not include Four Line Carve Out Switching.~~

~~4.7.149.7.17 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.~~

~~9.7.18 Tandem Switching. The trunk connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.~~

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**CLEC FULL NAME**

**VERIZON LEGAL ENTITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[FOR CALIFORNIA, FLORIDA, PENNSYLVANIA and WEST VIRGINIA ONLY, ADD:]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_