

ARTICLE IV  
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1 Services Covered by This Article.

- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services end facilities), meet point billing by GTE to USX or by USX to GTE transport and termination and billing of Local, **intraLATA** Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and USX. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
- 1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
- 1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to USX and USX desires to purchase from GTE, or USX desires to provide to GTE and GTE desires to purchase from USX, additional services in the State, or existing Services in new locations in the State, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix B attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services, Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

2 Billing and Rates

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

3 Transport and Termination of Traffic.

- 3.1 Types of Traffic. The Parties shall reciprocally terminate Local and **intraLATA** Toll Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. Only traffic originated by or terminating to the Parties' end user customers is to be exchanged. The Parties also agree to exchange traffic associated with third party wireless carriers, local exchange carriers, and competitive local exchange carriers as described in Section 3.4.
- 3.1.1 The Parties disagree as to whether Local Traffic includes traffic terminated to Internet Service Providers for purposes of reciprocal compensation. GTE feels such traffic is interstate and USX feels such **traffic** is Local. On an interim basis, the Parties will not compensate each other for this traffic. GTE and USX agree that if a final decision of a court or commission of competent jurisdiction which is

binding upon the parties mandates that such **traffic** is to be classified as Local, the Parties will compensate each other for all such traffic in accordance **with** the terms, rates, and conditions of this Agreement:(i) on a going forward basis as though such traffic were Local and , (ii) for previously exchanged traffic to the effective date of **this Agreement**. Retroactive payment amounts shall be calculated for each Party and shall **include any** accumulated interest from the date such charges were incurred at a rate of **five** percent per annum (5% **APR**), or the maximum nonusurious rate of interest under applicable law. In the event such retroactive payment amounts are not in balance, a net payment shall be made to one Party by the other for the difference.

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

3.3 **Comoensation For Exchange Of Traffic.**

3.3.1 **Mutual Comoensation.** The Parties shall compensate each other for the exchange of Local **Traffic** originated by or terminating to the Parties' end user customers in accordance with Section 3.3.2 of this Article. The Parties agree to the initial state level **exempt factor** representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix C. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, **intraLATA** toll and interexchange traffic shall be in accordance **with** the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.3.2 **Bill-and-Keep.** The Parties shall assume that Local Traffic is roughly balanced between the parties unless **traffic** studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement **with** respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix C of this Agreement and following such notice it shall begin and continue for the duration of **the** Term of this Agreement unless otherwise agreed. Nothing in this Section 3.3.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access **traffic** or wireless **traffic**, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.3.2, except as set forth in Section 3.1 above.

3.3.3 **Sharing of Access Charges on Calls to Ported Numbers,** Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the parties agree to renegotiate sharing of access

charges to ported numbers in accordance **with** permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the parties agree to compensate each other on the following basis: The party providing the ported number will pay the other party at the rates set forth in Appendix D.

- (a) The number of lines/talk paths per ported number that are subject to compensation **will** be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.
- (b) The Parties agree that the compensation rate in paragraph 3.3.3 may change as a result of changes in access rates, **traffic** volume or for other reasons and agree **to** renegotiate the rate if a significant event occurs. At a minimum, the Parties agree to reevaluate the rate on an annual basis.
- (c) The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.

3.3.4 Reciprocal Compensation Arrangements for Call Termination, Reciprocal compensation arrangements for call termination using unbundled network elements shall be as provided in Appendix I attached hereto.

3.4 Tandem Switching Services. The Parties will provide tandem switching for traffic between the Parties' end **offices** subtending each other's access tandem, as well as for traffic between either Party's end users and any third party which is interconnected to the other Party's access tandems. Third party traffic is subject to the following conditions:

- 3.4.1 The originating Party **will** compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.
- 3.4.2 The originating Party also assumes responsibility for compensation to the terminating Party.
- 3.4.3 Services Provided. Tandem switching services provided pursuant to this Section 3.4 shall include the following:
  - (a) signaling;
  - (b) screening and routing;
  - (c) recording;
  - (d) access to **AIN** functionality, in accordance with the terms and conditions of Article VI and Article VII of this Agreement;

(e) access to operator services and directory assistance, in accordance with the terms and conditions of Article VI and Article VII of this Agreement:

(f) support of all trunk interconnections:

(g) access to **PSAPs**, in accordance with the terms and conditions of Article VI of this Agreement; and

(h) transit of **traffic** to and from third parties in accordance with the terms and conditions of this section.

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

#### 4 Direct Network Interconnection.

4.1 **Network Interconnection Architecture.** USX may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points **will** be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request (BFR) to directly interconnect their respective networks, interconnection **will** be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, GTE **will** work with USX in all circumstances to install **IPs** within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent **with** Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
- (c) A special access and/or CLEC Dedicated Transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article 7, Section 2.

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

- 4.2 Compensation. The Parties agree to the following compensation for **internetwork** facilities, depending on facility type.
- 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the **IP** and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of **traffic** originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix C. This factor **will** be updated quarterly in like manner or as the Parties otherwise agree. USX will charge flat rated transport to GTE for USX facilities used by GTE at tariffed rates or as mutually agreed. USX will apply charges based on the lesser of; (i) the airline mileage from the IP to the USX switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
- 4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. USX will charge GTE flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the **facility that** is used for transport of **traffic** originated **by** GTE. USX will apply charges based on the lesser of (i) the airline mileage from the IP to the USX switch; or (ii) two (2) times the airline mileage from the GTE **switch** to the serving area boundary.
- 4.2.3 Special Access and/or CLEC Dedicated Transport : GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges **will** be reduced to reflect the proportionate share of the facility that is used for transport of **traffic** originated by GTE. The Parties **will** negotiate an initial factor representative of the proportionate share of the facilities. This factor **will** be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties **will** mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party **will** be responsible for its own expenses associated with the trunks.
- 4.3.2 USX shall make available to GTE trunks over which GTE shall terminate to end users of USX-provided Exchange Services, Local Traffic and **intraLATA** toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- 4.3.3 USX and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. USX and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and **intraLATA** toll and optional EAS traffic. GTE requires separate **trunk groups** from USX to originate and terminate **interLATA** calls and to provide Switched Access Service to **IXCs**. To the extent USX desires to have any **IXCs** originate or terminate switched access traffic to or from USX, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of USX to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and USX. If

the IXC subsequently indicates that it does not want the **traffic** routed to or from USX. GTE will not route the traffic.

- 4.3.3.1 Each Party agrees to route **traffic** only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 4.3.3.3 Neither party shall route Stitched Access Service traffic over local interconnection trunks, or Local **Traffic** over Switched Access Service trunks.
- 4.3.4 End-Office Trunking. The Parties **will** work together to establish high usage **end-office** trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a USX end office and a GTE end office.
- 4.3.5 USX and GTE will reciprocally provide Percent Local Usage (PLU) factors to each other on a quarterly basis to identify the proper percent of Local Traffic carded on local interconnection trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix E.
- 4.3.6 Reciprocal **traffic** exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, ((Synchronous Optical Network (**SONET**) where technically available) and shall be jointly-engineered to an objective **P.01** grade of service.
- 4.3.7 USX and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan **prescribing** standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent **P.01** or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.8 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 4.3.9 The Parties agree to offer and provide to each other **B8ZS** Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 4.3.10 The Parties will support intercompany 64kbps clear channel where available.
- 4.3.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (**ASR**), or another industry standard eventually adopted to replace the ASR for local service ordering as referenced in Appendix G.

#### 4.4 Trunk Forecasting.

- 4.4.1 The Parties will work towards the development of joint forecasting of trunk groups. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:
- 4.4.1.1 yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and
  - 4.4.1.2 the use of (i) **CLCI™-MSG** codes, which are described in **Bellcore** document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (**TGSN**) as described in BR **751-100-195**.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.3 GTE and USX will work together to begin providing these forecasts within thirty (30) days after the effective date of this Agreement. New trunk groups **will** be implemented as dictated by engineering requirements for either Party.
- 4.4.4 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.
- 4.5 Trunk Facility Under Utilization. At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on an objective **P.01** grade of service or the Joint Interconnection Grooming Plan referenced in Section 4.3.7 above. Likewise, from time to time trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 24 trunks (one modular digroup) or ten (10) percent, whichever is larger, **over** the required number of trunks. The Party with excess trunking capacity will assess the trunk capacity based on forecasted requirements for the next 12 months. If after 12 months the trunk group continues to have excess capacity, the Party agrees to take steps to disconnect all excess capacity.
- 4.6 Network Redesigns Initiated by GTE. GTE **will** not charge USX when GTE initiates its own network **redesigns/reconfigurations**.
- 4.7 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.
- 4.7.1 **GTE** Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end **offices** which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.4 of this Article IV.
  - 4.7.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.
- 5 Indirect Network Interconnection. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another **LEC's** end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem Via another **LEC's** access tandem, Either Party may deliver traffic destined to terminate at the other

Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement,

6 Number Resources.

- 6.1 Number Assianment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise **adversely** impact USX's right to employ or to request and be assigned any NANP number resources including, but not limited to, **Central Office (NXX)** Codes pursuant to the Central **Office** Code Assignment Guidelines. Any request for numbering resources by USX shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan administrator, GTE shall not be responsible for the requesting or assignment of number resources to USX. USX shall not request number resources to be assigned to any GTE switching entity.
- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, USX shall adopt the Rate Center areas and Rate Center points that the **Commission has** approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center. However, in the event that the NANP Number Plan Administrator limits the assignment of NXX codes within a particular NPA, the Parties will work cooperatively with industry groups to seek industry-wide solutions.
- 6.3 Routina Points. USX **will** also designate a Routing Point for each assigned NXX code. USX may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center: alternatively USX may designate a single location within one Rate Center to serve as the Routing Point for all the **NPA-NXXs** associated with that Rate Center and **with** one or more other Rate Centers served by USX within an existing GTE exchange area. USX shall use diligent efforts to designate at least one Routing Point in GTE's exchange area for all NPA-NXXs associated with GTE's Rate Centers.
- 6.4 Code Administration. The Parties **will** comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
- 6.5 Proarammina Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route **traffic** to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 7 Interim Number Portability (INP). Each Party shall provide the other Party with INP for the purpose of allowing end **user customers** to change service-providing Parties without changing their telephone number. However, GTE shall not be-required to provide INP in locations where it has an electromechanical central office switch. GTE shall provide its INP to USX using remote call forwarding ("**RCF**"). The GTE rates for INP service using RCF are set out in Appendix D attached to this Agreement and made a part hereof. If USX wishes to use Direct Inward Dialing ("**DID**") to provide INP to its end users, USX may purchase DID service from GTE at the wholesale rate. USX shall provide INP to GTE at the rates specified for USX in Appendix D. USX may obtain for its end users the same location portability that GTE provides to its customers within the same wire center. At such time as Permanent Number Portability becomes available in any of the exchange areas being served by the Parties, the Parties will work cooperatively to migrate from SPNP to Permanent Number Portability arrangements with the minimum of any interruption of service to end **users**. The path quantities available for Remote Call Forwarding will be an amount reasonably necessary to meet demand.

If USX has ordered INP via RCF of at least twenty (20) loops for a single end user at the same service location, GTE will coordinate the implementation of INP with the loop conversion. The Parties **will** consider this a project. The project will be assigned a number and an agreed upon due date will be established by the Parties. The due date will be more than five (5) working days from the receipt of an acceptable/valid LSR. The LSR must specify **USX's** request for coordination. Supporting documentation can also be found in the Guide.

If USX has ordered INP via RCF with the installation of fewer than twenty (20) loops, GTE recognizes the need to coordinate INP provisioning and loop provisioning to **USX's** customers.

Language addressing coordinated conversions is found in Appendix G, Section 1.2.11

## **8** Meet-Point Billing.

### **8.1** Meet-Point Billing Arrangements.

- 8.1.1 USX may establish Meet-Point Billing ("**MPB**") arrangements with GTE in order to provide Switched Access Services to third parties (or the USX if acting as an IXC) via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering **and Billing** Forum's **MECAB** and **MECOD** documents, except as modified herein.
- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable USX to subtend the GTE access tandem(s) nearest to the USX Rating Point(s) associated with the **NPA-NXX(s)** to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, USX shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the POI.
- 8.1.4 Common Channel Signaling rather than in-band signaling shall be utilized in conjunction with MPB interconnection arrangements to the extent such signaling is resident in the GTE access tandem switch and the USX end office switch.
- 8.1.5 USX and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access **tariffs**, and/or provisions within the National Exchange Carrier Association ("**NECA**") Tariff No. 4, or any successor tariff, **sufficient** to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the **MECAB** document, USX and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by USX and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("**EMR**") format, on magnetic tape or via a mutually acceptable electronic **file** transfer protocol.
- 8.1.7 USX and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

### a.2 Billing.

- 8.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by USX and GTE via the MPB arrangement as defined in 8.1 .1 shall be according to the multiple-bill/multiple-tariff method (**MB/MT** method). The

MB/MT method means that each company **will** render their bill at their own rates to the third party.

- 8.2.2 Subsequently, USX and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by USX and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should USX prefer to change among these billing methods, USX shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented, such changes then may be made **in** accordance with **MECAB** guidelines, and if GTE agrees, the change will be made..

9 Common Channel Signaling.

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

ARTICLE V  
RESALE OF SERVICES

1 **General.** The purpose of this Article V is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article V as the "Services") that may be purchased from GTE and resold by USX and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Guide GTE will make available to USX for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.1 below.

2 **Terms and Conditions.**

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

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

2.1.2 USX shall not resell lifeline services and services for the disabled

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

2.2 **Quality and Performance.** The standards of the services that GTE provides to USX shall be equal in quality and performance standards to the same standards for those Services as such Services are provided by GTE to its own end usercustomers.

2.3 **Interim Universal Service Support Charge for Resale Services.** USX **wishes** to resell GTE's Basic Exchange Residential and Business services. It is GTE's position that GTE's current **intraLATA** toll rates include implicit subsidies that support below-cost prices for other services and thus promote universal service. This universal service support is lost where a CLEC resells GTE's local service but does not resell GTE's **intraLATA** toll service. For this reason, GTE will not resell Basic Exchange Residential or Business services unless USX pays the monthly interim universal **service** support charge set forth in Appendix E. GTE believes that this interim surcharge is required by state and federal law.

The lawfulness of GTE's interim surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale Basic Exchange Residential and Business services at the avoided cost discount rate set forth in Appendix E without the interim surcharge, but subject to the following terms and conditions:

2.3.1 USX agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, USX will:

(i) begin **paying** the monthly interim surcharge in accord with Appendix E,

(ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this agreement, except that if the body that is reviewing the interim surcharges establishes a later date or **makes no** provision for retroactivity, then that body's determination as to retroactivity or decision not to

provide for retroactivity shall apply, subject to all appeals. For purposes of the preceding sentence, the Commission or court order **affirming** GTE's interim surcharge is one that derives from a generic proceeding and not one derived from a proceeding between GTE and a single CLEC other than **USX**.

2.3.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief(i) requiring the CLEC to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

2.3.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

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

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

2.4.2 USX may resell **ICB/Contract** services without a discount and only to end user customers that already have such services.

2.4.3 USX may resell COCOT coin or **coinless** line; however, no discount applies.

2.4.4 USX may resell special access: however, no discount applies.

2.4.5 USX may resell Operator Services and Directory Assistance as specified in Section 5.8 herein however no discount applies.

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

### 3 Orderina and Billing

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

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

3.3 Letter of Authorization. GTE will accept a blanket Letter of Authorization ("**LOA**") from USX when resold Services will be provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than USX. Such blanket **LOA** guarantees that USX has a valid, actual signed **LOA**, or such other form as agreed upon between GTE and USX, in its files from the end-user.

3.4 Services Ordered. USX may specify the GTE Service ordered for each USX end user customer. GTE will transfer Services "as is". GTE will not release information to USX on GTE end user

customer accounts unless USX first provides a written Letter of Authorization, signed by the end user customer, authorizing the release of such information to USX.

- 3.5 Nonrecurring Charges. USX shall be responsible for the payment of all nonrecurring charges ("NRCs") applicable to resold Services. NRCs applicable to each of the Services available for resale are listed in Appendix E.
- 3.6 Transfers Between USX and Another Reseller of GTE Services. When USX has obtained an end user customer from another reseller of GTE services, USX will inform GTE of the transfer by submitting a standard LSR to GTE. Such LSR must contain the code of the displaced reseller, indicating that USX has advised the displaced reseller that the end user has chosen USX as their new local service provider.
- 3.7 Responsibility for Payment. Services provided for resale under this agreement will be billed to USX, including all applicable taxes and surcharges, as well as the End User Common Line ("EUCL") Charge from GTOC Tariff FCC No. 1. USX is responsible for payment of charges billed, regardless of any billing arrangement or situation between USX and its end user customer.
- 3.8 Fraud. USX assumes responsibility for all fraud associated with its end user customers and accounts, Except as provided in Article III, Section 11, GTE takes no responsibility, will not investigate and will make no adjustments to USX's account in cases of fraud.
- 3.9 Local Calling Detail. Services provided for resale in those areas where measured rate local service is available to end users, monthly billing to USX does not include local calling detail. However, USX may request and GTE shall consider to develop the capabilities to provide local calling detail for a mutually agreeable charge in those areas where measured local service is not available.
- 3.10 Customer Contact and Referral. USX will contact and refer to GTE with a number for referral of inquiries from USX end user customers. GTE will refer to USX all inquiries or other calls from USX's end user customers. GTE will also provide USX with a number for referral of inquiries from GTE end user customers, to which USX will refer all inquiries or other calls from GTE's end user customers.
- 3.11 Procedures. An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Appendix G, attached hereto and made a part hereof.
- 4 Maintenance.
  - 4.1 Maintenance, Testing and Repair. GTE will provide repair and maintenance services to USX and its end user customers for resold Services in accordance with the same standards used for such services provided to GTE end user customers, GTE will not initiate a maintenance call or take action in response to a trouble report until such time as trouble is reported to GTE by USX. USX must provide to GTE all end user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the Guide.
  - 4.2 Specifics and Procedures for Maintenance. An overview of the procedures for maintenance Of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Appendix G.
- 5 Services Available for Resale.
  - 5.1 Description of Local Exchange Services Available for Resale. Resold basic Exchange Service includes, but is not limited to, the following elements:

- (a) Voice Grade Local Exchange Access Line -includes a telephone number and dial tone.
- (b) Local Calling - at local usage measured rates if applicable to the end user customer.
- (c) Access to long distance carriers
- (d) E-91 1 Emergency Dialing
- (e) Access to Service Access Codes - e.g., 800, 888, 900
- (f) Use of AIN Services (those Currently Available to end users)
- (g) End User Private Line Services
- (h) Listing of telephone number in appropriate "white pages" directory; and
- (i) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area
- (j) IntraLATA toll

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

52.1 Promotional Services. GTE shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate **will** be subject to the applicable resale discount.

5.3 Rates. The prices charged to USX for Local Services shall be calculated as follows:

5.3.1 Avoided Cost Discount as shown in Appendix **E** shall apply to all retail services except those services listed in Section 2.1 and Section 2.4 herein.

53.2 The discount dollar amount calculated under Section 53.1 above will be deducted from the retail rate.

5.3.3 The resulting rate is the resale rate.

53.4 This discount dollar amount in Section 53.2 above shall not change during the Term of this Agreement, even though GTE may change its retail rates.

5.4 Non-Recurring Charges. Charges associated with the installation of new services or features or changes to existing services or features are identified in Appendix E. No discount applies to non-recurring charges.

5.5 Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner **are** available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location.

- 5.6 **ICB Services.** Services provided by GTE to its end users established as an ICB (Individual Case Basis) service are available for resale..
- 5.7 **Access.** GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges.
- 5.8 **Operator Services (OS) and Directory Assistance (DA).** GTE will provide access to GTE Operator Services for local and toll assistance (for example: call completion, Busy line verification, and emergency interruption) and Directory Assistance (e.g., 411 calls routed to GTE's DA operator centers) as an Item of Exchange Services offered for resale. This service is only provided in conjunction with the resale of GTE's Exchange Services. The rates for OS and DA are specified in Appendix E. GTE will provide its existing OS and DA to USX at the same quality and in a nondiscriminatory manner as the service provided to GTE's end users.
- 5.8.1 Upon written request, GTE will offer OS and DA, insofar as it is provided through GTE's operators, that is either unbranded or rebranded with USX's brand where GTE uses live operators. Unbranding or rebranding will be provided on a switch by switch basis subject to technical and capacity limitations. Customized muting, as described in Article VI, section 12 is required for each switch where unbranding or rebranding is offered. Unbranding or rebranding for calls handled by automated systems will not be offered until these systems have this capability.
- 5.8.2 Rates and prices for unbranding and rebranding are not included as part of this agreement. Such rates, and the price of providing the customized routing, will be negotiated at the time USX makes a written request for unbranding or rebranding. The Parties agree that USX retains its rights under the Act to pursue mediation or arbitration on the issue of price under this section 5.8.2 if the Parties cannot reach agreement.
- 5.8.3 For those switches where unbranding or rebranding is implemented, USX agrees to continue using GTE OS and DA for the duration of this contract.
- 6 **Customized Routing.** Upon written request, where technically feasible, and subject to the following conditions, GTE will provide customized routing for the following types of calls:
- 0-
  - 0+Local
  - 0+411
  - 1+411
  - 0+HNPA-555-1212 intraLATA (provided only when intraLATA presubscription is not available)
  - 1+HNPA-555-1212 intraLATA (provided only when IntraLATA presubscription is not available)
- 6.1 Upon request, GTE will provide a list of switches that can provide customized routing using line class codes or a similar method (regardless of current capacity limitation). From that list USX will provide a list of switches in priority order where customized routing is desired for all USX customers served out of that switch. GTE will then provide a schedule for providing customized routing in those switches with existing capabilities and capacity.
- 6.2 Rates and prices for customized routing are not included as part of this agreement. Such rates and prices will be negotiated at the time USX makes a written request for customized routing. The Parties agree that USX retains its rights under the Act to pursue mediation or arbitration on the issue of rates and price under this section 6.2 if the Parties cannot reach agreement.

- 6.3 Subject to the above **provisions**, **GTE** will choose the method of implementing customized routing.
- 6.4 The use of customized routing **will** require the purchase of a trunk side port and dedicated facilities between the GTE end office **and the** designated OS/DA platform. The rates for these items are specified in **Appendix E**.
- 6.5 USX, if it selects customized routing, shall use such customized routing for all (and not less than all) resold services and unbundled line side ports that USX purchases from the selected GTE switch.

ARTICLE VI  
UNBUNDLED NETWORK ELEMENTS

1. **General.** The purpose of this Article VI is to **define** the unbundled network elements that may be leased by USX from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed with the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling (the "Guide"). Additional procedures for **preordering**, ordering, provisioning and billing of unbundled network elements are outlined in Appendix G.
2. Unbundled Network Elements.
  - 2.1 ~~Categories.~~ several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
    - (a) Network Interface Device or NID
    - (b) Loop Elements
    - (c) Port and Local Switching Elements
    - (d) Transport Elements
    - (e) Signaling Elements
    - (f) Data Switching
    - (g) Digital Cross Connect System (DCS)
  - 2.2 **Prices.** Individual unbundled network elements and prices are identified on Appendix E attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix F.
  - 2.2.1 Reciprocal Compensation Arrangements for Call Termination. Reciprocal compensation arrangements for call termination shall be as provided in Appendix K attached hereto.
  - 2.3 ~~Interconnection to Unbundled Elements.~~ **Interconnect** to whichever of these unbundled network elements USX chooses, and subject to technical feasibility, USX itself may combine these unbundled network elements **with** one another, or with any facilities or services that USX may itself provide subject to the following:
    - 2.3.1 Interconnection shall be achieved via expanded interconnection/collocation arrangements USX **shall** maintain at the wire center at which the unbundled services are resident.
    - 2.3.2 USX may order transport pursuant to Section 6 below from the wire center at which the unbundled elements (e.g., loop, port) are located to the GTE wire center where USX has established an interconnection/collocation arrangement.
    - 2.3.3 Each loop or port element shall be delivered to USX collocation arrangement over a loop/port connector applicable to the unbundled services as listed on Appendix F.
    - 2.3.4 USX shall perform for itself the combining of unbundled network elements **with** one another, or with its own facilities, whether its right to use those facilities is through ownership, lease, or other legal means. GTE has no obligation to combine any network elements for USX. USX may not use unbundled network elements to provide solely

interexchange service or solely access service to an interexchange carrier for any particular customer or for all customers,

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

### 3. Network Interface Device.

3.1 Direct Connection. USX shall be permitted to connect its own Loop directly to GTE's Network Interface Device or NID in cases in which USX uses its own facilities to provide local service to an end user formerly served by GTE, es long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, USX shall follow the procedures in Sections 3.1 .1 and 3.1.2 below.

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

3.1.2 At multi-tenant customer locations, USX must remove the jumper wire from the distribution block (i.e. the **NID**) to the GTE cable termination block. If USX cannot gain access to the cable termination block, USX must make a clean cut at the closest point to the cable termination block. At **USX's** request and discretion, GTE will determine the cable pair to be removed at the **NID** in multi-tenant locations. **USX will** compensate GTE for the trip charge necessary to identify the cable pair to be removed.

3.1.3 GTE agrees to offer **NIDs** for lease to USX but not for sale. USX may remove GTE identification from any NID which it connects to a USX loop, but USX may not place its own identification on such NID.

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

3.3 Removal of Cable Pairs. Removal of existing cable pairs required for USX to terminate service is the responsibility of USX.

3.4 Maintenance. When USX provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. USX can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at **USXs** option, it can make a NID to NID connection, using the GTE **NID** only to gain access to the inside wire at the customer location.

### 4. Loop Elements.

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

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

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

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

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

#### 4.6 Unbundled Loop Facility Certification.

- 4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled **2-wire** analog voice grade loops leased from GTE, USX shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if USX deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has existing near term (within 18 months of the date of facility **certification**) plans to deploy copper cable loop transport technologies that would be interfered with as described above,, for which GTE can demonstrate a specific commitment by producing engineering plans. GTE will so inform USX and USX shall not be permitted to deploy such service enhancing copper cable technologies. GTE will charge USX the applicable **engineering** time and labor costs to perform the certification.
- 4.6.2 If USX fails to notify GTE of its plans to deploy service enhancing copper cable technology and obtain prior certification from GTE of the facilities, if **USX's** deployment of such technology is determined to have caused interference with existing or planned copper cable loop transport technologies deployed by GTE in the same cable sheath, USX will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all incurred expense related to this interference.

#### 4.7 unbundled Loop Facility Notification.

- 4.7.1 GTE reserves the right to deploy **within** its network at its sole discretion any and all copper cable loop transport technologies. If GTE plans to deploy copper cable loop transport technology within a cable sheath in which such technology was not previously deployed, GTE will provide notice to USX of such planned deployment, indicating all service enhancing copper cable technologies that would cause interference with the technology to be deployed, or that would be interfered with by the deployment of such technology. Such notice will be provided at least ninety (90) Business Days in advance of the planned deployment. If USX has deployed any technologies within the same cable sheath that would interfere with, or be interfered with, by the technology GTE plans to deploy, the parties will work together to resolve the situation.
- 4.7.2 If USX fails to comply with GTE's notification pursuant to section 4.7.1 and remove the interfering technology when required under section 4.7.1, and the other Party's deployment of such technology is determined to have actually caused interference with the copper cable loop transport technologies deployed by GTE in the same cable sheath. a second notification will be sent to USX. If USX fails to comply with such second notification by immediately removing such service enhancing copper cable technology, GTE will take the necessary action to isolate the interfering technology from its network. In that event, USX shall reimburse GTE for all incurred expense related to these activities.
- 4.7.3 Prior to GTE deploying service enhancing copper cable technology, as described above. GTE will validate, through a search of its facility assignment records, that USX has not deployed technologies within the same cable sheath that would be interfered with by

those planned by GTE. Should such incompatibility exist, GTE will not deploy such technology that would interfere with those already deployed by USX.

Should GTE deploy service enhancing copper cable technology that is determined to interfere with technology previously deployed by USX and USX can demonstrate that it had complied with GTE's Unbundled Loop Facility Certification procedure, GTE will remove the interfering technology from the cable sheath and reimburse USX for all incurred expenses related to this interference or will not install the interfering technology.

#### 4.0 Subloops.

- 4.8.1 GTE will provide as separate items the loop **distribution**, loop concentrator and loop feeder on a case-by-case basis pursuant to a Bona Fide Request ("**BFR**"), when technically feasible and when USX pays the cost of such separate provision.
- 4.8.2 GTE will design and construct loop access facilities (including loopfeeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and USX.
- 4.8.3 Transport for loop concentrator/multiplexers services not supported by embedded technologies will **be** provided pursuant to applicable tariffs or as **individually** agreed upon by GTE and USX. The Parties understand that embedded loop concentrator/multiplexers are not necessarily capable of providing advanced and/or digital services.
- 4.8.4** GTE will provide loop transmission characteristics as specified in Section 4.4.3 herein.

#### 5. Port and Local Switching Elements.

- 5.1 port. Port is an unbundled component of Exchange Service that provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of local switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end users network address.
- 5.2 Ports Available as Unbundled Network Elements. There are four types of Ports available as unbundled network elements;
  - 5.2.1 "**2-wire** analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service.
  - 5.2.2 "Z-wire **ISDN** digital line" Port is a **Basic** Rate Interface (BRI) line side switch connection employed to provide **ISDN** Exchange Services.
  - 5.2.3 "DS-1 digital **trunk**" Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.
  - 5.2.4 "**4-wire** **ISDN** digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the **ISDN** Exchange Services
- 5.3 Port Prices. Prices for **2-wire** analog and DS-1 Ports are listed in Appendix E. 2-wire **ISDN** line side Ports and 4-wire **ISDN** trunk side Ports shall be provided at a price agreed to by the Parties.

- 5.4 Future Interfaces. GTE will make available as unbundled network elements any interfaces that are deployed within its switches and which it provides to its own end user customers. GTE will interface with USX using standard industry interfaces and support future interfaces that are deployed within the GTE switch.
- 5.5 Local Switching. Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. GTE will not offer individual core switch functions and features on an a la carte basis. Vertical features and CLASS services are not part of Local Switching. GTE will only provide switch features and functions of which the particular switch is capable and inherent to the particular switching platform used (e.g., DMS, SESS, GTD5).
- 5.6 USX must purchase Local Switching with the line-side Port or trunk-side Port, if applicable.
- 5.7 USX shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of USX to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.
- 5.8 GTE will provide tandem switching capability at GTE access tandems for traffic between USX and GTE end offices subtending the GTE access tandem and for traffic between USX and non-GTE end offices subtending GTE access tandems. GTE will provide the features and functions that are centralized in tandem switches including but not limited to call recording, the routing of calls to operator services when technically feasible, and signaling conversion features.
6. Transport Facility.
- 6.1 Service Description. Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or functionally comparable piece of equipment in a GTE end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a GTE end office or access tandem, or (ii) a meet point with transport facilities of USX or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility.
- 6.2 Categories/Types. Unbundled transport is provided under rates, terms and conditions of the applicable GTE access tariff or local private line tariff.
7. SS7 Transport and Signaling. Transport services in support of USX's local exchange services shall be provided in accordance with the terms and conditions of Appendix G attached to this Agreement and made a part hereof.
- 7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.
8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
9. Database 800-Type Services. Access to GTE's 800-Type database (i.e.. 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
10. Data Switching.
- 10.1 Access. GTE will provide unbundled access to GTE data switches to USX at the user network interface ("UNI") and network to network interface ("NNI") level subject to mutual agreement on technical standards.

- 10.2 Nondiscrimination. Data switching features and functionalities provided to USX will be without discrimination with respect to the way GTE provides them to GTE end users. In the event of overflow or congestion conditions on the data switching network, **USX's** data traffic carried on GTE facilities **will** be equal priority to GTE data traffic.
- 10.3 Interface. To the extent a standard interface is available in a GTE switch, it **will** be made available to USX.
- 10.4 Testing, Monitoring, Administration and Maintenance. Testing, monitoring, administration and maintenance will be performed by GTE in a nondiscriminatory manner.
11. Digital Cross Connect System (DCS).
- 11.1 Access. GTE will provide unbundled access to the DCS element, which shall provide automated cross-connection (with CNC), facility grooming, bridging (**MJU-digital**), point to multipoint connections (DMB-analog), broadcast and automated facility test capabilities. These functionalities **will** be provided consistent with that which is provided to GTE end users. USX shall submit a Bona Fide Request to GTE specifying these functionalities.
- 11.2 Optional Characteristics. The DCS element may include multiplexing, format conversion, signaling conversion and manual cross connection wiring.
- 11.3 Alternate Provisioning. Where no automated DCS capability exists, the cross connection function will be provided manually by GTE through the combination of DSX patch panels and D4 banks or DSO (or higher capacity) equipment.
- 11.4 Elements. USX will have access to the following DCS elements:
- (a) DSO with **DS1** interface (CNC)
  - (b) **DS1/VT1.5** with **DS1**, **DS3** and **SONET** interfaces (CNC and Titan 5500)
- 11.5 Capabilities. elements will provide the following capabilities:
- (a) Real-time configuration (with CNC)
  - (b) Real-time access to integrated test equipment (with React and Customer Service)
  - (c) **SONET** asynchronous gateway functionality (**with** Titan 5500 only)
  - (d) Compliance with **Bellcore** and industry standards.
- 11.6 Protection and Performance. The unbundled DCS elements provided to USX will have equipment/interface protection, redundant power supply and/or battery backup and performance/availability consistent **with** that provided to GTE end users.
- 11.7 Provisioning, Administration and Maintenance. GTE will provide provisioning, administration and maintenance of the DCS elements at parity with GTE as well as real time access to performance monitoring and alarm data affecting USX traffic (with CNC). GTE is not required to keep software updated to the "current available release" in every instance.
12. Operator Services (OS) and Directory Assistance (DA). GTE **will** provide OS and DA to USX in accordance with the terms set forth as follows:
- 12.1 Where Customized Routing is available and USX so requests, GTE will offer unbranded OS and DA or rebranded OS and DA with the USX brand. GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity

limitations. Upon receipt of an order for unbranding or rebranding, GTE will implement within 90 Business Days when technically capable.

- 12.2 USX **will** be billed an element charge for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in 12.4.2.
- 12.3 For those offices that USX has requested GTE to rebrand and/or unbrand OS and DA. USX shall continue exclusively to use GTE rebranded and/or unbranded OS and DA for the duration of the Agreement. Live operators handling OS and DA calls from USX local service customers will identify themselves as USX operators: where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis. USX agrees to withdraw its request for **branding** of OS and DA for calls that are handled by automated systems until these systems are capable of rebranding.
- 12.4 Customized Routing. Where technically feasible and upon receipt of written request from USX. GTE agrees to provide customized routing for the following types of calls:
- 0-
  - 0+Local
  - 0+411
  - 1+411
  - O+HNPA-5551212 (intraLATA, only when intraLATA presubscription is not available)
  - 1+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)
- 12.4.1 GTE will provide USX a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). USX will return a list of these switches ranked in priority order. GTE **will** return to USX a schedule for customized routing in the switches with existing capabilities and capacity.
- 12.4.2 Upon written request from USX, GTE will provide **USX with** applicable charges, and terms and conditions, for providing OS and DA. branding, and Customized Routing.
- 12.4.3 Subject to the above provisions, GTE **will** choose the method of implementing customized routing of OS and DA calls.
- 12.4.4 The use of customized routing will require the purchase of a trunk side port and dedicated facilities between the GTE end office and the designated **OS/DA** platform. The rates for these elements will be billed in accordance with Appendix F.
13. Advanced Intelligent Network Access (AIN). GTE will provide USX access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or **USX's** local switch.
14. Nondiscrimination Provision and Support. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests. GTE **will** provide unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as GTE provides to itself.
15. Advance Notification of Network and Technology Changes. GTE will establish quarterly reviews of network and technology plans and will notify USX six (6) months in advance of changes that would impact **USX's** provision of services,
16. Provisioning Intervals. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals,



ARTICLE VII  
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Reauest Process.

1.1 Intent. The Bona Fide Request process is intended to be used when USX requests customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.

1.2 Process.

1.2.1 A Bona Fide Request shall be submitted in writing by USX and shall **specifically** identify the need to include technical requirements, space requirements **and/or** other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.

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

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

1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide a detailed explanation as to why GTE is not able to meet **USX's** request. If extraordinary circumstances prevail, GTE will inform USX as soon as it realizes that it cannot meet the ten (10) Business Day response due date. USX and GTE **will** then determine a mutually agreeable date for receipt of the request.

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

1.2.6 Upon affirmative response from GTE, USX will submit in writing its acceptance or rejection of GTE's proposal. **If** at any time an agreement cannot be reached as to the terms and conditions or price of the request, the Dispute resolution procedures described above in this Article may be used by a Party to reach a resolution.

1.2.7 If GTE responds that it cannot or will not offer the requested item in the Bona Fide Request and USX deems the item essential to its business operations, and deems GTE's position to be inconsistent with the Act, FCC or Commission regulations **and/or** the requirements of this Agreement, the Dispute resolution procedures described above in this Article may be used by a Party to reach a resolution.

2. Transfer of Service Announcements. When an end user customer transfers service from GTE to USX, or from USX to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer, and will be available for the same period of time as the Party provides such referral announcements for its own end user customers.

3. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:
  - 3.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.
  - 3.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.
  - 3.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.
  - 3.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
  
4. 911/E911 Arrangements.
  - 4.1 Description of Service. Where USX does not provide its own connections to a PSAP, USX will install a minimum of two dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which USX provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide USX with the appropriate CLLI codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP.
  - 4.2 Transport. If USX desires to obtain transport from GTE to the GTE 911 selective routers, USX 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.
  - 4.3 Cooperation and Level of Performance. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of USX's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users.
  - 4.4 Updates to MSAG. It shall be the responsibility of USX to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG").
  - 4.5 Updates to Database. GTE and USX will work together to develop the process by which the 911/E911 database will be updated with USX's end user 911/E911 information.
  - 4.6 Compensation. In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining USX's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from USX only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge USX a portion the cost of the shared 911/E911 port.
  
5. Information Services Traffic. At such time as either Party offers information services or offers direct access through its network for information services provided by third parties and the other

Party desires to route traffic to the information services provider, the Parties agree to negotiate the terms and conditions for terminating traffic from the other Party's end users to the information services provider. The terms and conditions will address, at a minimum, network routing, call recording, call rating, and billing and collection.

5.1 **Blocking.** Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.

6. ~~Directory Assistance (DA) and Operator Services (OS)~~ g l o c a l s e r v i c e with its own switch, upon USX's request GTE will provide to USX rebranded or unbranded directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If USX so requests directory assistance services and/or operator services, such contracts shall provide for the following:

6.1 **Directory Assistance Calls.** GTE directory assistance centers shall provide number and addresses to USX end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to USX end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to USX end users consistent with the service provided to GTE end users.

6.2 **Operator Services Calls.** GTE operator services provided to USX end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to USX end users collect, person-to-person, station-to-station calling, third party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote USX rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to USX end users consistent with the service GTE provides to its own end users.

7. ~~Directory Assistance Listing Information.~~

7.1 GTE shall include in its directory assistance database directory assistance listing information (DA Listing Information) for all USX end users in the same geographic area as GTE provides directory assistance for GTE end users. DA Listing Information will consist of name, address, and indication of whether the end user is a residence or business customer. USX will provide DA Listing Information to GTE via the LSR process.

7.2 At USX's request, for purposes of USX's providing directory assistance information to USX customers, GTE will provide all GTE published DA Listing Information in GTE's directory assistance database to USX at the rates specified in Appendix F. DA Listing Information will be provided either via magnetic tape or electronic file transfer using Network Data Mover (NDM). Changes to DA Listing Information will be provided *on a* daily basis through the same means. If USX requests the magnetic tape option, GTE will provide the information within 60 days of receipt of the order. If USX requests the electronic file transfer option, the Parties will work cooperatively to implement NDM capacity.

7.3 The Parties will not release the other Party's DA Listing Information to third parties without the other Party's approval. Upon receipt of approval the releasing Party will provide the other Party's Listing Information at the same time as it provides its own to a third party. The releasing Party may charge the other Party for the direct cost of compiling such information. The other Party will be responsible for any compensation agreement with the third party.

- 7.4 The Parties will work together to identify and develop procedures for database error correction.
8. Directory Listings and Directory Distribution. Subject to execution of a separate agreement between USX and GTE (the "Directories Agreement"), **USX's** end users' primary listings shall be included in the appropriate GTE white pages directory, as well as GTE's directory assistance database. USX's business end users' listings also will be included in all appropriate GTE "yellow pages" or classified directories and directories will be provided to **USX's** end users in accordance with the Directories Agreement. GTE **will** also list in the information pages of the appropriate white pages directories **USX's** critical customer contact numbers (e.g. business office, repair service, billing) in accordance with the terms and conditions in the Directories Agreement. Upon **directory** publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.
9. SAG. GTE will provide to USX upon request the Street Address Guide at a reasonable charge. Two companion **files** will be provided with the SAG which lists all services and features at all **LSOs**, and lists services and features that are available in a specific LSO.
10. Dialing Format Changes. GTE will provide reasonable notification to USX of changes to local dialing format, i.e., 7 to 10 digit, by end office.
11. Busy Line Verification and Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("**BLV**") and Busy Line Verification and Interrupt ("**BLVI**") services on calls between their respective end users. Each Party shall route BLV and **BLVI** inquiries over separate inward operator services trunks to the operator services switch. Each Party's operator assistance bureau **will** only **verify** and/or interrupt the call and **will** not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and **BLVI** services at the rates contained in Appendix E, or if there is no applicable rate listed in Appendix E, at the rates in their respective tariffs.
12. USX shall pay GTE reasonable time-and-material-based charges (which time and material charges may include reasonable overhead and profit) related to modification of the system interfaces and other implementation of its requests, if technically feasible and agreed by the parties, for access to Operations Support Systems functions, as well as other types of implementation costs.

ARTICLE VIII  
GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, as referenced in the third column of Appendix E (the "GTE Retail Tariff"), apply to retail services made available by GTE to USX for resale and, unbundled network elements provided by GTE to USX, when appropriate, unless otherwise specified in **this Agreement**. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "USX" as defined in this Agreement.
  
2. Liability of GTE.
  - 2.1 Inapplicability of Tariff Liability. GTE's general liability, as described in the GTE Retail Tariff, does not extend to USX's customers or any other third party. Liability of GTE to USX resulting from any and all causes arising out of services, facilities, network elements or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to GTE. GTE shall be liable for the individual services, facilities or elements that it separately provides to USX and shall not be liable for the integration of components combined by USX.
  
  - 2.2 USX Tariffs or Contracts. USX shall, in its tariffs or other contracts for services provided to its end users using services, facilities or network elements obtained from GTE, provide that in no case shall GTE be liable to USX's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by USX of the possibility of such damages and USX shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with USX's end users.
  
  - 2.3 No Liability for Errors. GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to USX for any ongoing USX service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, USX shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including USX's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.
  
3. Unauthorized Changes.
  - 3.1 Procedures. If USX submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end user notifies GTE that the end user did not authorize USX to provide local exchange services to the end user, USX must provide GTE with written documentation of authorization from that end user within three (3) business days of notification by GTE. If USX cannot provide written documentation of authorization within such time frame, USX must within three (3) business days thereafter:
    - (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to USX was made: and

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

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

4. Impact of Payment of Charges on Service. USX is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' **service** locations. If USX fails to pay when due any and all charges billed to USX under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, GTE shall notify USX in writing that it must pay all Unpaid Charges to GTE within seven (7) business days. If USX disputes the billed charges, it shall, within said seven (7) day **period**, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, immediately pay to GTE all undisputed charges, and shall pay disputed charges into an interest bearing escrow account. If USX and GTE are unable, within thirty (30) days thereafter, to resolve issues related to the disputed charges, then either USX or GTE may file a complaint with the Commission to resolve those issues. The Commission may direct the release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to GTE and or USX. If USX fails to pay any undisputed Unpaid Charges, USX shall, at its sole expense, within five (5) business days notify its end users that their service may be disconnected for USX's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If USX fails to provide such notification or any of USX's end users fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to USX's end users under GTE's applicable end user **tariff** at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to USX's end user, but will be assessed to USX. GTE may discontinue **service** to USX upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to USX or USX's end users in the event of such disconnection.

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

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

6. Timina of Messages. With respect to measured rate local service or other usage sensitive services provided under this Agreement, chargeable time begins when a connection is established between the calling station and the called station, Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the **network connection** is released **by** automatic timing equipment in the network.
7. Procedures For Preorderina. Ordering, Provisioning, Etc. Certain procedures for **preordering**, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix G. All costs and expenses for any new or modified electronic interfaces USX requires that GTE determines are technically feasible and GTE agrees to develop will be paid by USX. The schedule for implementation of any new or modified electronic interfaces will be developed by GTE according to industry standards and will be based upon the amount of work needed to design, test and implement the new or modified interface.

ARTICLE IX  
COLLOCATION

1. Physical Collocation. GTE shall provide to USX physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section **251(c)(6)** of the Act. GTE **will** provide such collocation for purposes of interconnection or access to unbundled network elements **pursuant** to the terms and conditions in the applicable GTE federal and state EIS tariffs. Nothing in this Section 1 shall be construed to constitute acquiescence by USX in GTE's position that it may deny collocation altogether in appropriate circumstances.
  
2. Connection to Other Collocated Carders. Subject to technical feasibility and space limitations, USX may interconnect with other carriers (as well as other USX collocation sites within the same central office) collocated at a GTE central **office** at which USX has collocated facilities; provided, however, that USX and such other carriers must be collocated at the GTE central office for the **primary** purpose of interconnecting with GTE or accessing GTE's unbundled network elements. If USX wants to interconnect with other carders collocated at a **GTE central office**, USX must provide GTE with thirty Business Days' prior written notice, during which time GTE may elect to provide the facilities necessary to accomplish such interconnection. **USX and** the other collocated carders may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

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

To the extent lawfully required by the Act, GTE and USX shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements. Accordingly, GTE and USX are hereby entering the pole attachment and conduit occupancy agreements that are set forth in **Appendices J and K** below.

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

GTE SOUTH INCORPORATED  
GTE NORTH INCORPORATED

US XCHANGE OF ILLINOIS, L.L.C.

By Connie Nicholas

By David J. Easter

Name Connie Nicholas

Name DAVID J. EASTER

Title Assistant Vice President

Title EXEC. V.P.

**Wholesale Markets-Interconnection**

Date November 23, 1998

Date 11-19-98

APPROVED AND ACCEPTED BY:

David J. Easter

11/16/98