

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. There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
 - (a) Network Interface Device or NID
 - (b) Loop Elements
 - (c) Port and Local Switching Elements
 - (d) 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 F attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix F.
 - 2.2.1 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. USX may lease and 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, as 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 USX's option, it can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.

4. Loop Elements.

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

- 4.2 Categories of Loops. There are 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 Digital 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 Digital Loop Carrier. Where GTE utilizes integrated digital loop carrier ("IDLC")¹ 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

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

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.

4.8 Subloops.

- 4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis 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 loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and USX.
- 4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and USX. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.
- 4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 herein.

5. Port and Local Switching Elements.

- 5.1 Port. Port is an unbundled component of Exchange Service that provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of local switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.
- 5.2 Ports Available as Unbundled Network Elements. There are four types of Ports available as unbundled network elements;
 - 5.2.1 "2-wire analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service.
 - 5.2.2 "2-wire ISDN digital line" Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.
 - 5.2.3 "DS-1 digital trunk" Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.
 - 5.2.4 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services
- 5.3 Port Prices. Prices for 2-wire analog and DS-1 Ports are listed in Appendix 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, 5ESS, 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. SS7 signaling and 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 DS0 (or higher capacity) equipment.
- 11.4 Elements. USX will have access to the following DCS elements:
- (a) DS0 with DS1 interface (CNC)
 - (b) DS1/VT1.5 with DS1, DS3 and SONET interfaces (CNC and Titan 5500)
- 11.5 Capabilities. The DCS 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
 - 0+HNPA-555-1212 (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 Request 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). Where USX is providing local service 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. Timing 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 Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix 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 Carriers. 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 carriers 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 carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

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

11/11/98

APPENDIX A
SERVICE MATRIX
(Optional)

Service Location
(identified by tandem
serving area)

POI
(Identified by
CLLI code)

Services
(identified by _____)

APPENDIX B
INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT

BETWEEN

GTE _____

AND _____

AMENDMENT NO. _____

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

WHEREAS, Provider is providing to Customer and Customer is purchasing from Provider those Services described in that certain Interconnection, Telecommunications Services and Facilities Agreement for the State of _____ by and between GTE and USX dated effective as of _____, 199____ (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Amendment, the Parties agree as follows:

1.3. Additional Services [if applicable]

3.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following services under the terms and conditions set forth in the Agreement and within the service attachment listed below and attached to this Amendment:

Service Attachment _____ - _____

3.2 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, _____ is made a part of the Services provided under the Agreement and Service Attachment _____ shall be deemed to be a Service Attachment to the Agreement.

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

4. Service Locations [if applicable]

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

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

4.2 As of the effective date of this Amendment, the locations set forth in Section 5.1 above shall be deemed Service Locations under the Agreement.

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

5. **Interpretation**

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

6. **Effect**

Except as modified herein, the Agreement shall remain in full force and effect.

7. **Authority**

Each person whose signature appears below represents and warrants that he or she has the authority to bind the Party on whose behalf he or she has executed this Amendment.

8. **Multiple Counterparts**

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

9. **No Offer**

Submission of this Amendment for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Amendment will be effective only upon execution by both Provider and Customer.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates written below effective as of the date first above written.

GTE SOUTH INCORPORATED
GTE NORTH INCORPORATED

US XCHANGE OF ILLINOIS, L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

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

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0061358**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0028187**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000294**.
- D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0003121**.

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

Tandem Switching:	=	\$0.0028187
Tandem Transport (10 mile average): 10 x \$0.0000294	=	\$0.0002940
Transport Termination (2 Terminations): 2 x \$0.0003121	=	<u>\$0.0006242</u>
Transiting Charge:	=	\$0.0037369

- F. Initial Factors:

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

APPENDIX D
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

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

Service Number Portability

Remote Call Forwarding	\$10.73 line/month
Simultaneous Call Capability	\$14.44 path/month
Non-recurring for Portability	\$10.50

In addition, as defined in Article IV, Section 3.3.3 the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Illinois Alltel

Business Rate Per Line Per Month:	\$ 9.62
Residential Rate Per Line Per Month:	\$ 4.25

Illinois GTE

Business Rate Per Line Per Month:	\$ 9.24
Residential Rate Per Line Per Month:	\$ 5.06

APPENDIX E
SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article V, Section 5.2 are based upon an avoided cost discount from GTE's retail rates as provided in Article V, Section 5.3 of the Agreement. The avoided cost discount is based upon GTE's most current available cost studies and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

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

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

The avoided cost discount is 11.5%.

Non-Recurring Charges for Resale Services

Initial Service Order (per order)	\$41.34
Transfer of Service Charges (per order)	\$41.34
Subsequent Service Order (per order)	\$23.97
Customer Service Record Research (per request)	\$ 2.00
Resale Line Installation (per line)	\$23.88
Outside Facility Connection Charge*	\$56.50

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

Universal Service Fund (USF) Support Surcharge	
Residential (per line)	\$ 1.11
Business (per line)	\$ 1.69

APPENDIX F
PRICES FOR UNBUNDLED ELEMENTS

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

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

- A. 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 F,
 - (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.

- B. 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.

Local Loops

2 Wire Analog Voice Grade Loop	\$ 40.17
4 Wire Analog Voice Grade Loop	\$ 46.81
2 Wire Digital Loop	\$ TBD
4 Wire Digital Loop	\$ TBD
DS-1 Loop	\$ TBD
DS-3 Loop	\$ TBD

Network Interface Device

Basic NID	\$.46
12 x NID	TBD

Local Switching (must purchase port)**Ports**

2 Wire Analog Line Port	\$ 3.80
2 Wire ISDN Digital Line Port	\$ TBD
DS-1 Digital Trunk Port	\$ 135.11
4 Wire ISDN Digital DS-1 Port	\$ TBD

Local Switching

Overall Average MOU	\$ 0.0061358
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Shared Transport

Transport Termination MOU/Term	\$ 0.0003121
Transport Facility MOU/Mile	\$ 0.0000294
Tandem Switching MOU	\$ 0.0028187

Vertical Features

See Attached

Dedicated Transport**CLEC Dedicated Transport**

2 Wire Voice	\$ 23.50
4 Wire Voice	\$ 37.60
DS1 Standard 1st System	\$ 198.94
DS1 Standard Add'l System	\$ 91.83
DS3 Protected, Electrical	\$1,250.00
DS1 to Voice Multiplexing	\$ 182.58
DS3 to Voice Multiplexing	\$ 710.15

Interoffice Dedicated Transport

Voice Facility Per ALM	\$.47
Voice Facility Per Termination	\$ 5.00
DS1 Facility Per ALM	\$ 11.31
DS1 Per Termination	\$ 119.94
DS3 Facility Per ALM	\$ 316.75
DS3 Per Termination	\$ 868.28

Databases and Signaling Systems**Signaling Links and STP**

56 Kbps Links	GTOC FCC-1 Tariff
DS-1 Link	GTOC FCC-1 Tariff
Signal Transfer Point (STP) Port Term	GTOC FCC-1 Tariff

Call Related Databases

Line Information Database (ABS-Queries)	GTOC FCC-1 Tariff
Toll Free Calling Database (DB800 Queries)	GTOC FCC-1 Tariff

Universal Service Fund (USF) Support Surcharge

Per Loop	\$ TBD
Per Port	\$ TBD

Non-Recurring Charges for Unbundled Services**Service Ordering (loop or port)**

Initial Service Order, per order	\$ 41.34
Transfer of Service Charges, per order	\$ 41.34
Subsequent Service Order, per order	\$ 23.97
Customer Service Record Research, per request	\$ 2.00

Installation

Unbundled Loop, per loop	\$ 23.68
Unbundled Port, per port	\$ 23.68

Loop Facility Charge, per order	\$ 56.50
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This charge will apply when field work is required for establishment of new unbundled loop service.

Monthly Recurring Charge for EIS

DS0 Level Connection
DS1 Level Connection

Tariff
Tariff

APPENDIX G
OPERATIONS SUPPORT SYSTEM FUNCTIONS

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes the operations support systems that GTE will use and the related functions that are available in the short term to USX for ordering, provisioning and billing for resold services, interconnection facilities and services and unbundled network elements.

1.1 Operations Support Systems for Trunk-Side Interconnection

- 1.1.1 USX will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by USX over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Customer Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to USX. CAMS is a family of GTE systems comprised of EXACT/TUF, SOG/SOP, and CABS.
- 1.1.2 The use of CAMS to support USX's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NAOC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to USX. USX then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill USX for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.
- 1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for USX. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to USX. GTE's CZTs also will contact USX directly to perform testing, and upon acceptance by USX, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to USX. The billing process under CABS requires coordination with several other systems.
- 1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor ("BIP"). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and

accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to USX.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

- 1.2.1 USX will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, USX will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. If USX chooses not to use the electronic NDM, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically. For USXs who decide not to use an electronic interface to reach GTE's data center, or who do not have data centers similar to USX's, GTE will accept requests for service through other forms or media directly to the NOMC.
- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to USX or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to USX must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ALEC data. If known, the LSR should include the telephone number and due date/desired due date.
- 1.2.3 While USX would have its own customer information and the SAG/GTE products on tape from GTE, USX would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to USX. GTE itself does not have uniform access to this information electronically. Until there is agreement on electronic interfaces, USX has agreed that an 800 number is the method that will be used. The 800 telephone number will connect USX directly to GTE's NOMC service representatives. When USX receives a request for service from a new local service customer, USX will call GTE's NOMC through the 800 number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, USX will give GTE the new customer's name, service address and type of requested service (e.g., R1, B1, etc.). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until USX sends the confirming LSR. USX will then return to its customer holding on the line and provide the due date and new telephone number.
- 1.2.4 After concluding the telephone call with the new customer, USX will complete a confirming LSR for the new service and send it electronically to GTE's data center for processing. Upon receipt, GTE will match the LSR with the service order suspended in GTE's system, and if there is a match, GTE will process the LSR. After the LSR is processed, GTE will transmit confirmation electronically to USX through the NDM that the LSR has been processed, providing a record of the telephone number and due date. Of course, GTE cannot hold the LSR in suspension forever. Thus, USX will be required to submit the confirming LSR by 12:00 p.m. each day local time, as defined by the location of the service address. If USX fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time GTE will assign a new due date upon receipt of the delayed LSR for such customer requests and notify USX of the change.

- 1.2.5 Number assignments and due date schedules for services other than single line service will be assigned using the standard Firm Order Confirmation ("FOC") report sent electronically to USX over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group, for which the pilot number will be provided by the 800 number. The other numbers then will be provided through the normal electronic confirmation process.
- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with USX on a real time interface to process vanity numbers while USX's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service representatives will work with USX representatives off line as GTE would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.
- 1.2.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, GTE will validate and process the LSR to establish an account for USX and, if GTE continues to provide some residual services to the customer, GTE will maintain a GTE account. In GTE's system, GTE's account is called the Residual Account and USX's account is referred to as the ALEC Account. If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.
- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). Call records for actual service provided to USX's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services, unbundled elements and local number portability. CBSS will create a bill to USX for resold services and unbundled elements along with a summary bill master. Daily unrated records on USX's accounts also will be generated and transmitted electronically to USX. CBSS is the same system that generates GTE's own end user bill for GTE local and residual services.
- 1.2.10 In addition to the LSR delivery process, USX will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE's Data Center over the NDM. GTE will sort the data containing this information and process it to GTE's directory publication company and its directory assistance bureaus.
- 1.2.11 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users

GTE will perform the remote call forwarding (RCF) end office activities necessary for an Interim Number Portability (INP) conversion between 12:01 AM and 7:00 AM on the due date. GTE will perform the end office activities necessary for a GTE unbundled loop conversion between 7:00 AM and 9:00 AM on the due date. If field work is required for a GTE unbundled loop conversion, GTE will perform these activities between 8:00 AM and 5:00 PM on the due date. If a GTE unbundled loop and INP were identified on the same

LSR for the same customer at the same location and GTE is unable to perform any aspect of the desired conversion, GTE will contact USX.

GTE recognizes the need for coordinated conversions to occur at a specific time, so that the RCF and UNE are converted during a narrow time window (i.e. 2 hours or less). GTE will make its best efforts to make such conversions occur when requested by USX. USX agrees that GTE may charge USX a reasonable cost for such conversion activity.

2. Maintenance Systems.

2.1 General Overview

- 2.1.1 The maintenance operations support systems which GTE will use for USX are essentially the same as those GTE uses to provide its own local repair service. If USX requires maintenance for its local service customers, USX will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is an USX customer and will then obtain the necessary information from USX to process the trouble report. While the USX representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while USX representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide USX representatives a commitment time for repair and a trouble ticket number, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. USX's repair service commitment times will be within the same intervals as GTE provides to its own end users.
- 2.1.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide the USX representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 GTE then will process all USX trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to USX becomes in jeopardy, GTE service representatives will contact USX by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared USX trouble reports, GTE service technicians will make a telephone call to USX directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by USX. If USX is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, USX may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will not provide "on-line" access to GTE's maintenance support systems to "status" trouble tickets and close them except by special request on a per event basis.
- 2.1.6 GTE will resolve repair requests by or for USX local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for USX using the same time parameters and procedures that GTE

uses. USX then would call GTE's Customer Care Center or SSCC while the customers were on hold.