

ARTICLE III  
GENERAL PROVISIONS

- 1     Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.
- 2     Term and Termination.
- 2.1    Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced Article III, Section 37 of this Agreement and shall continue in force and in effect until the earlier of the following: (i) a new Agreement addressing all of the terms of this Agreement becomes effective between the Parties or (ii) six months after the expiration of the initial period of the Agreement. The Parties agree to commence negotiations on USX's request, to be conducted pursuant to Section 252 of the Act, on a new Agreement no less than six (6) months before the end of the initial two (2) year period after this Agreement becomes effective.
- 2.2    Post-Termination Arrangements. Except in the case of termination as a result of either Party's default, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers.
- 2.3    Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement..
- 2.4    Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
- 2.5    Termination Upon Sale. Notwithstanding anything to the contrary contained herein, if a Party proposes to sell or otherwise transfer telephone exchanges or a portion thereof to which this Agreement applies, the following shall apply. The Party shall provide the other Party with at least one hundred and fifty (150) calendar days prior written notice of such transaction. The other Party may thereafter submit a Bona Fide Request to the purchasing entity to begin negotiations under the terms and conditions of the Telecommunications Act of 1996 with the intent of entering into a new agreement covering the sold or transferred telephone exchanges. This Agreement shall remain in effect for the sold or transferred telephone exchanges until completion of the sale or transfer and shall remain in full force and effect in the remaining operating areas that are unaffected by such sale or transfer.

- 3 Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
- 4 Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
- 5 Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 6 Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, USX and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.
- 6.1 Dispute. If either Party disputes a billing statement, it shall notify the other Party in writing regarding the nature and the basis of the dispute within forty-five (45) calendar days of the statement date or the dispute shall be waived. Both Parties shall diligently work toward resolution of all billing issues.
- 6.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 6.3 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
- 6.4 Due Date. Payment is due 30 calendar days from the bill date or 20 calendar days from receipt of bill whichever is later.
- 6.5 Audit Rights. Each Party shall have a right to audit all bills and charges rendered by the other pursuant to this Agreement, verifying the accuracy of items according to the terms agreed to by the Parties, including but not limited to, the charges for services being provided on a wholesale basis pursuant to this Agreement, usage recording and provisioning, and nonrecurring charges. Such audits shall be subject to the same terms and conditions as set forth in Article IV, section 3.2.
- 6.5.1 Responsibility for Payment. GTE may charge USX and USX will pay GTE a deposit before GTE is required to perform under this agreement if the CLEC has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to USX using USX's forecast of resale lines and unbundled loops and ports. Interest will be paid on the deposit in accordance with state requirements for end user deposits.
- 7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

8 Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

9 Confidential Information.

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

9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

- 9.5 Non-Disclosure. Any Confidential Information that was provided by either Party to the other during negotiations prior to the execution of this Agreement, and that was identified as Confidential at that time, shall be governed by this paragraph 9. This Agreement shall not replace any previous non-disclosure agreement between the Parties relating to such Information.
- 10 Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably withheld, delayed, or conditioned.
- 11 Cooperation on Fraud Minimization. USX assumes responsibility for all fraud associated with its end user customers and accounts. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud correction, minimization and corrective procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party.
- 12 Dispute Resolution.
- 12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to arbitration over or the approval of this Agreement by the Commission and appeals therefrom, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, injunction or declaration related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach; *provided, however,* that either Party may elect, before filing the claim or response in arbitration (as the case may be) to submit an otherwise arbitrable dispute to a Commission or court which would have jurisdiction were it not arbitrable.
- 12.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 12.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five

(35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of three individuals of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 12.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 12.5 Costs. Each Party shall bear its own costs of these procedures. If a Party believes that a discovery request is unreasonable or unduly burdensome, it may seek protection from the Arbitrator, including in the form of cost reimbursement, rescheduling or limitation on same. The Parties shall equally split the fees of the arbitration and the arbitrator.
- 12.6 Continuous Service. Absent temporary or permanent injunctive relief, the Parties shall continue performing their obligations under this Agreement during the pendency of any dispute resolution procedure.
- 13 Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 14 Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 15 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

- 16 Governing Law. Except to the extent governed by Federal law, this Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
- 17 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 18 Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
- 19 Limitation of Liability and Indemnity.
- 19.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 19.2 End User and Content-Related Claims. Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, unbundled network elements or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or

Customer's end users. The provisions of this section 19.2 shall not exculpate Provider from judgment for liability arising out of its willful misconduct.

- 19.3 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 **Limitation of Liability.** Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which in Provider's case shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or Facilities for the time period during which the Services, Unbundled Network Elements or Facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that a Party may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while the Party shall use diligent efforts in this regard, the other Party acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis. The limit that applies to direct damages quoted above will not apply in cases of injury caused by a Party's willful misconduct, provided that all other provisions of this subparagraph 19.4 (including limitation to direct damages) will apply.
- 19.5 **Intellectual Property.** Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 20 **Multiple Counterparts.** This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
- 21 **No Offer.** Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.
- 22 **No Third Party Beneficiaries.** Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
- 23 **Notices.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that



- 25 Publicity. Each Party shall give the other at least 48 hours prior written notice of any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement. Each Party shall provide the other at least 24 hours prior written notice of a news release related to the execution, filing and approval of this Agreement.
- 26 Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five business days after receipt by GTE of written notice of such approval. Such date shall become the "effective date" of this Agreement for all purposes. While awaiting Commission approval of this Agreement, each Party shall, in good faith, undertake such reasonable activities related to planning for and testing of services and facilities to be provided under this Agreement as may be appropriate to enable it to begin performing its obligations after approval is received.
- 27 Regulatory Matters. GTE shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. USX shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to USX Customers contemplated by this Agreement.
- 28 Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
- 29 Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
- 30 Service Standards.
- 30.1 The parties shall meet applicable quality of local service standards imposed by the Commission and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
- 30.2 GTE shall provide USX with notice of any new or changed feature, functionality or price pertaining to pre-ordering, ordering/provisioning, maintenance and billing for "Services" necessary to ensure that USX can provide retail local exchange services which are at least equal in quality to comparable GTE retail local exchange services.
- 30.3 The parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance. GTE will treat USX in a nondiscriminatory manner equal to GTE's established business practice, e.g., GTE will advise USX of any such network event resulting in blocked calls or lost features.
- 30.4 Performance Measures set forth in Appendix J shall apply under the terms and conditions set forth in that Appendix J.
- 31 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a

reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

- 32 Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the Guide. USX agrees that GTE may implement such practices to satisfy any GTE obligations under this Agreement. A copy has been provided to USX via the Internet at <http://www.gte.com/CLECDocs/mainpage.htm> and is incorporated by reference into this Agreement. Changes which may be made to the Guide from time to time shall not limit or restrict either Party's contractual obligations as set forth herein, including obligations to provide services.
- 33 Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
- 34 Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
- 35 Taxes. Any state or local excise, sales, ad valorem, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party.
- 36 Trademarks and Trade Names. Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks, service marks or trade names without the prior written approval of the other Party, and nothing in this Agreement shall grant, suggest, or imply any license or authority for the other Party to use such logo, trademarks, service marks, or trade names for any purpose. Notwithstanding the above, a Party may refer truthfully to the name of the other party in response to customers' inquiries relating to service.
- 37 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
- 38 Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be upon approval by the regulatory agency.
- 39 Environmental Responsibility.
- 39.1 Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.

In the event USX wishes to bring hazardous materials to GTE facilities, USX will notify GTE and the parties will immediately negotiate the environmental health and safety practices and procedures that USX will observe at GTE facilities. In the event the parties cannot agree on the practices and procedures to be observed, the dispute may be submitted to binding arbitration by either party within five (5) Business Days. Once such a dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57). Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

- 39.2 GTE will make available additional environmental control or safety procedures for USX to review, and USX will make best efforts to follow these procedures when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of GTE for safety and environmental protection.
- 39.3 Any materials brought to or stored at a GTE Facility by USX are the property of USX. USX must demonstrate adequate emergency response capabilities for its materials brought to or stored at the GTE Facility.
- 39.4 If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If USX discovers contamination which it reasonably believes was caused by a Third Party, USX will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude USX from complying with an applicable reporting requirement.
- 39.5 USX shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to USX after a complete and proper request by USX for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval by GTE. In that case, USX must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. GTE will provide USX such BMP and the complete information needed to follow such practices in a timely manner prior to the need for such information occurring. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or compliance with GTE's practices/procedures constitutes a representation or warranty that USX's activities will be in compliance with applicable laws, and such compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.
- 39.4 USX will make best efforts to ensure that its visitors to GTE facilities comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 39.5 GTE and USX shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, GTE and USX must develop a cost sharing procedure.
- 39.6 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land

owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).

40 TBD Prices. Numerous provision in this Agreement and its Attachments refer to pricing principles. If a provision references GTE prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to USX ordering any such TBD item, the Parties shall meet and confer to establish a price. If the parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a nonrecurring charge (NRC) for a specific network element, the parties would use the NRC for the most analogous retail service for which there is an established price.) Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by USX to GTE, and any overpayment shall be refunded by GTE to USX, within 45 business days after the establishment of the price by the Commission.

41 Amendment of Certain Rates, Terms and Conditions. The Parties agree as follows with respect to modification of the rates, terms and conditions initially provided for herein:

The parties each agree and acknowledge that they have mutually agreed to incorporate into this Agreement the rates, terms and conditions that are specified in Appendix 41A in order to temporarily resolve issues regarding this Agreement without recourse to formal arbitration pursuant to § 252 of the Act. Accordingly, this Agreement has been reached as a result of compromise, and the execution of this Agreement does not constitute a representation by either party that the rates, terms and conditions set forth in Appendix 41A are either required by any applicable law or regulation or equal to the rates, terms and conditions that would be established as a result of formal arbitration pursuant to § 252 of the Act. Moreover, neither party waives any right with respect to any position it may take in the future with respect to the establishment of rates, terms and conditions related to the subject matter of this Agreement which may become effective subsequent to the termination of this Agreement.

GTE reserves all rights to challenge the lawfulness of the AT&T terms. Therefore, the AT&T Terms are used herein only because the Commission has already issued its decision approving the AT&T Terms in the AT&T Arbitration. USX has represented that it would request the same terms in an arbitration before the Commission, and the parties desire to avoid another arbitration over the same terms.

The rates, terms and conditions in this Agreement that are specified in Appendix 41A (the "AT&T Terms") were taken from the GTE/AT&T Interconnection, Resale and Unbundling arbitration decision ("AT&T Arbitration") approved by the Commission in Case No. 96-AB-005. The rates not included in this Agreement but referenced in Appendix 41B (the "GTE Terms") were not accepted in the AT&T Arbitration by the Commission in Case No.96-AB-005. GTE and USX agree that if the AT&T Terms are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the AT&T Terms or, as appropriate, the substitution of GTE Terms for all stayed and enjoined AT&T Terms, and such amendments shall be effective retroactive to the Effective Date of this Agreement. GTE reserves all rights to challenge the lawfulness of the AT&T Terms.

The parties further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("actions"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first

paragraph of this Section 41. The parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates (including rates which may be applicable under true-up) specified in both the GTE Terms and the AT&T Terms are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments 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 end user surcharge)) or other generic proceeding, the establishment of a competitively neutral universal service system, or any appeal or other litigation. In the event the Commission sets generic interim GTE rates for CLEC purchase of GTE unbundled network elements, interconnection or services, those rates shall substitute for those provided for in the agreement going forward, subject to applicable law and subject to any future amendment by the Commission.

The parties agree that, in the event that GTE decides to appeal the arbitrated AT&T rates which are applicable here only on an interim basis, the entire record (including but not limited to all evidence and findings) from the AT&T Arbitration is incorporated herein by reference pursuant to Section 252(e) of the Act.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in a material way this Section 41, then the Parties agree that they will reopen negotiations within ten (10) days after receipt of the final decision making such deletion or modification in order to attempt to craft the new provision that will provide substantially the same protections to GTE and USX as this Section 41. If the Parties cannot reach agreement on such a provision within twenty (20) calendar days thereafter, the Parties agree that this entire Agreement is void. In such event, each Party shall have 25 days following the close of the 20-day negotiation period within which to file a petition for arbitration before the Commission under Section 252(e) of the Telecommunications Act of 1996 of the issues that remain in dispute under this paragraph.

ARTICLE IV  
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1 Services Covered by This Article.

- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., *physical interconnection services and facilities*), *meet point billing by GTE to 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 Compensation For Exchange Of Traffic.

3.3.1 Mutual Compensation. 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 ?, 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 Switched 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 carried 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 Assignment. 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 Routing 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 Programming 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 sub-tend 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.

### 8.2 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-1 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 user customers.

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 Ordering 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 Operating 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. All charges for 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. Except for those Services and 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 provide 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-911 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.

5.2.1 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.

5.3.2 The discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.

5.3.3 The resulting rate is the resale rate.

5.3.4 This discount dollar amount in Section 5.3.2 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 routing, 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. Jee  
Jee  
Jee  
Jee
- 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. Jee  
Jee
- 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. Jee
- 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 the 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 F.
- 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.