

ARTICLE IV
GENERAL RULES GOVERNING RESOLD SERVICES

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to Max-Tel for resale provided by GTE to Max-Tel, when appropriate, unless otherwise specified in this Agreement. As applied to services under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "Max-Tel" as defined in this Agreement.

2. Liability of GTE.

2.1 Inapplicability of Tariff Liability.

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

2.2 Max-Tel Tariffs or Contracts.

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

2.3 No Liability for Errors.

GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to Max-Tel for any ongoing Max-Tel service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Max-Tel shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including Max-Tel's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If Max-Tel submits an order for resold services under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services, and the end user notifies GTE that the end user did not authorize Max-Tel to provide local exchange services to the end user, Max-Tel must provide GTE with written documentation of authorization from that end user

within thirty (30) Business Days of notification by GTE. If Max-Tel cannot provide written documentation of authorization within such time frame, Max-Tel must within three (3) Business Days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to Max-Tel was made; and
- (b) provide any end user information and billing records Max-Tel has obtained relating to the end user to the LEC previously serving the end user; and
- (c) notify the end user and GTE that the change back to the previous LEC has been made.

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

4. Impact of Payment of Charges on Service.

Max-Tel is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If Max-Tel fails to pay when due any and all charges billed to Max-Tel under this Agreement, including any late payment charges (collectively, "unpaid charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such unpaid charges excepting previously disputed charges for which Max-Tel may withhold payment, GTE shall notify Max-Tel in writing that it must pay all unpaid charges to GTE within seven (7) Business Days. If Max-Tel disputes the billed charges, it shall, within said seven (7)-day period, inform GTE in writing of which portion of the unpaid charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If Max-Tel and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Max-Tel or GTE may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if Max-Tel owes payment it shall make such payment to GTE with any late payment charge under Article III, Section 10.3, from the original payment due date. If Max-Tel owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. If Max-Tel fails to pay any undisputed unpaid charges, Max-Tel shall, at its sole expense, within five (5) Business Days notify its end-users that their service may be disconnected for Max-Tel's failure to pay unpaid charges, and that its end-users must select a new provider of local exchange services. GTE may discontinue service to Max-Tel upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to Max-Tel or Max-Tel's end-users in the event of such disconnection. If Max-Tel fails to provide such notification or any of Max-Tel's end-users fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to Max-Tel's end-users under GTE's applicable end-user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to Max-Tel's end-user, but will be assessed to Max-Tel.

5. Unlawful Use of Service.

Services provided by GTE pursuant to this Agreement shall not be used by Max-Tel or its end users for any purpose in violation of law. Max-Tel, and not GTE, shall be responsible to ensure that Max-Tel and its end users' use of services provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to Max-Tel or disconnect particular services provided under this Agreement to Max-Tel or, as appropriate, Max-Tel's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law or (ii) GTE is notified in writing by a law

enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to Max-Tel, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of Max-Tel and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

6. Timing of Messages.

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

7. Procedures For Preordering, Ordering, Provisioning, Etc.

Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are governed by the GTE Guide. In accordance with Article III, Section 7, GTE will not process resale orders until the Max-Tel Profile has been completed and returned; and, if required, an advanced deposit paid.

8. Letter of Authorization.

8.1 GTE will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to Max-Tel on GTE end user customer accounts unless Max-Tel first provides to GTE a written Letter of Authorization (LOA), signed by the end user customer, authorizing the release of such information to Max-Tel or if state or federal law provides otherwise, in accordance with such law.

8.2 An LOA will be required before GTE will process an order for services provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than Max-Tel. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and Max-Tel.

9. Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate writing by Max-Tel, Max-Tel shall provide the exclusive interface with Max-Tel's end user customers in connection with the marketing or offering of Max-Tel services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with Max-Tel's end-users, such personnel shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to Max-Tel end users shall be generic in nature. In no event shall GTE personnel acting on behalf of Max-Tel pursuant to this Agreement provide information to Max-Tel end users about GTE products or services unless otherwise authorized by Max-Tel.

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 Max-Tel 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 Max-Tel 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 Max-Tel.

2.1.1 Max-Tel 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 Max-Tel shall not resell lifeline services and services for the disabled.

2.1.3 Max-Tel shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to Max-Tel 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 Interim Universal Service Support Charge for Resale Services.

Max-Tel 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 Max-Tel pays the monthly interim universal service support charge set forth in Appendix A. GTE believes that this interim surcharge is required by state and federal law.

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

2.2.1 Max-Tel agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, Max-Tel will (i) begin paying the monthly interim surcharge in accord with Appendix A, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this agreement.

- 2.2.2 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.
- 2.2.3 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.

2.3 Restrictions on Discount of Retail Services.

The discount specified in Section 5.3 herein shall apply to all retail services except for the following:

- 2.3.1 Max-Tel may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. Max-Tel shall not aggregate end user lines and/or traffic in order to qualify for volume discount.
- 2.3.2 Max-Tel may resell ICB/Contract services without a discount and only to end user customers that already have such services.
- 2.3.3 Max-Tel may resell COCOT coin or coinless line, however, no discount applies.
- 2.3.4 Max-Tel may resell special access; however, no discount applies.
- 2.3.5 Max-Tel may resell operator services and directory assistance as specified in Section 5.6 herein; however, no discount applies.

2.4 Resale to Other Carriers.

Services available for resale may not be used by Max-Tel 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 Service Ordering, Service Provisioning, and Billing.

Max-Tel will order services for resale directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

3.2 Local Service Request.

Orders for resale of services will be placed utilizing standard Local Service Request (LSR) forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate LSR forms (containing the requisite end user information as described in the Guide) must be provided by Max-Tel before a request can be processed.

3.2.1 GTE will accept orders for As-Is Transfer (AIT) of services from GTE to Max-Tel where GTE is the end user's current local exchange company. GTE cannot provide an AIT of service from another CLEC selling GTE's services to Max-Tel.

3.3 Certificate of Operating Authority.

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

3.4 Directory Assistance (DA) Listings.

GTE shall include a Max-Tel customer listing in its DA database as part of the LSR process. GTE will honor Max-Tel Customer's preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

3.5 Nonrecurring Charges.

Max-Tel shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold services (e.g., installation, changes, ordering charges) as listed in Appendix A. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges.

3.6 Alternate Billed Calls.

GTE shall record usage data originating from Max-Tel subscribers that GTE records with respect to its own retail customers, using services ordered by Max-Tel. On resale accounts, GTE will provide usage in EMR format per existing file exchange schedules. Incollects are calls that are placed using the services of GTE or another LEC or Local Service Provider (LSP) and billed to a resale service line of Max-Tel. Outcollects are calls that are placed using a Max-Tel resale service line and billed to a GTE line or line of another LEC or LSP. Examples of an incollect or an outcollect are collect; credit card calls.

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

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

When a non-GTE entity provides operator service to the GTE end office from which the resale line is provisioned, Max-Tel must contract with the operator services provider to get any EMR records which Max-Tel requires.

3.7 Transfers Between Max-Tel and Another Reseller of GTE Services.

When Max-Tel has obtained an end user customer from another reseller of GTE services, Max-Tel will inform GTE of the transfer by submitting standard LSR forms to GTE.

3.7.1 GTE cannot accept an order for AIT of service from one CLEC reselling GTE services to another reseller of GTE services.

3.8 Local Calling Detail.

Except for those services and in those areas where measured rate local service is available to end users, monthly billing to Max-Tel does not include local calling detail. However, Max-Tel may request and GTE shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.9 LIDB.

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

3.10 Originating Line Number Screening (OLNS).

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

4. Maintenance.

4.1 Maintenance, Testing and Repair.

GTE will provide repair and maintenance services to Max-Tel and its end user customers for resold services in accordance with the same standards and charges 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 from a Max-Tel end user until such time as trouble is reported to GTE by Max-Tel. Max-Tel 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.

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 Max-Tel 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 may also be available to Max-Tel 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 Max-Tel for local services shall be calculated as follows:

5.3.1 Avoided Cost Discount as shown on Appendix A shall apply to all retail services except those services listed in Section 2.1 and Section 2.3 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.

5.4 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. Grandfathered services are subject to a resale discount.

5.5 Access.

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

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

OS for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and DA (e.g., 411 calls) are provided as a part of Exchange

Services offered for resale. GTE may brand this service as GTE. Max-Tel will be billed in accordance with GTE's retail tariff.

- 5.6.1 If Max-Tel requests branding, GTE will provide such rebranding with Max-Tel's name.
- 5.6.2 Max-Tel will be billed a charge for rebranding and customized routing.
- 5.6.3 For those offices that Max-Tel has requested GTE to rebrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where customized routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of Max-Tel. Max-Tel must negotiate with the third party. In these instances, Max-Tel will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's.

6. Misdirected Calls.

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

- 6.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.
- 6.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.

7. 911/E-911 Arrangements.

7.1 Description of Service.

Where GTE is the 911 service provider, GTE shall provide 911 Service as described in this Section as an element of local exchange services available for resale.

7.1.1 GTE will provide 911 map as described in Appendix A.

7.2 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient level of performance that will provide the same grade of service as that which GTE provides to its own end users.

7.3 Updates to Master Street Address Guide (MSAG).

It shall be the responsibility of Max-Tel to ensure that the address of each of its end users is included in the MSAG. Where GTE is the lead telco, GTE will accept address records provided on Max-Tel's LSR. GTE and Max-Tel will work together to develop the process by which LSR errors out of the MSAG will be handled, with appropriate cost recovery to GTE. Where GTE is not the lead telco, GTE has no action and Max-Tel must establish a

separate relationship with the lead telco to submit records for MSAG validation. Where GTE is the lead telco, it will have a copy of the MSAG and will provide a copy to Max-Tel upon request at the rate in Appendix A.

7.4 Updates to Database.

The 911/E911 database will be updated with Max-Tel's end user 911/E911 information. If Max-Tel provides its updated data to GTE as frequently as does GTE's internal systems, the update will be as timely. In any case, GTE will not update the ALI database any later than one working day subsequent to receipt of data from Max-Tel.

7.5 Compensation.

7.5.1 In situations in which GTE is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining Max-Tel's information by the 911 district, GTE will seek such compensation from the 911 district. GTE will seek compensation from Max-Tel only if and to the extent that GTE is unable to obtain such compensation from the 911 district.

7.5.2 Compensation to GTE for provision of services it provides Max-Tel hereunder shall be according to reasonable rates developed by GTE and agreed upon by Max-Tel.

7.6 Liability.

GTE will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

8. Dialing Format Changes.

GTE will provide reasonable notification to Max-Tel of changes to local dialing format, i.e., 7 to 10 digit, by end office.

ARTICLE VI
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE NORTH INCORPORATED
GTE SOUTH INCORPORATED

MAX-TEL COMMUNICATIONS, INC.

By Connie Nicholas

By CRAIS

Name Connie Nicholas

Name CRAIS Bolin

Title Assistant Vice President
Wholesale Markets-Interconnection

Title VP

Date February 23, 2000

Date 2-17-00

APPROVED BY LEGAL DEPT.	
<u>[Signature]</u>	<u>2-14-00</u>
ATTORNEY	DATE

APPENDIX A

SERVICES AVAILABLE FOR RESALE

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

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

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

The avoided cost discount for all services, excluding OS/DA, is 11.5%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 275.48
Customer Record Search Per Account	\$ 11.79

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$ 258.10
Engineered Initial Service Order - As Specified	\$ 106.07
Engineered Subsequent Service Order	\$ 64.44
Non-Engineered Initial Service Order - New Service	\$ 38.11
Non-Engineered Initial Service Order - Changeover	\$ 21.16
Non-Engineered Initial Service Order - As Specified	\$ 65.73
Non-Engineered Subsequent Service Order	\$ 18.95
Central Office Connect	\$ 9.60

Outside Facility Connect \$ 58.43

Manual Ordering Charge \$ 11.63

Product Specific

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

Custom Handling

Service Order Expedite:
Engineered \$ 35.07
Non-Engineered \$ 10.76

Coordinated Conversions:
ISO \$ 18.71
Central Office Connection \$ 9.78
Outside Facility Connection \$ 8.27

Hot Coordinated Conversion First Hour:
ISO \$ 32.29
Central Office Connection \$ 39.10
Outside Facility Connection \$ 33.07

Hot Coordinated Conversion per Additional Quarter Hour:
ISO \$ 6.79
Central Office Connection \$ 9.78
Outside Facility Connection \$ 8.27

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

Universal Service Support Surcharge

Residential (per line)	\$ 1.11
Business (per line)	\$ 1.69

APPENDIX B

RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

- I. The following services are offered by GTE when Max-Tel resells GTE's local exchange services where an item is not superseded by a tariffed offering

		<u>NRC</u>	<u>MRC</u>
A.	9-1-1 Selective Router Map	\$125.00	N/A
	<p>Provided is a color map showing a selective router's location and the GTE central offices that send 9-1-1 calls to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce by Max-Tel for its internal use is granted without further fee. Non-tariffed price.</p>		
B.	MSAG Copy		
	<p>Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.</p>		
	(a) Copy provided in paper format	\$238.50	\$54.00
	(b) Copy provided in flat ASCII file on a 3½" diskette	\$276.00	\$36.00

BEFORE THE
ILLINOIS COMMERCE COMMISSION

GTE NORTH INCORPORATED,)
 GTE SOUTH INCORPORATED,)
 AND MAX-TEL)
 COMMUNICATIONS, INC.)
)
 Joint Petition of GTE North Incorporated,)
 GTE South Incorporated, and)
 Max-Tel Communications, Inc.)
 For Approval Pursuant To 47 U.S.C.)
 §§ 252 (a)(1) and 252(e),)
 of a Resale Agreement)

STATEMENT IN SUPPORT OF
A RESALE AGREEMENT AMONG GTE NORTH INCORPORATED,
GTE SOUTH INCORPORATED, AND MAX-TEL COMMUNICATIONS, INC.

GTE North Incorporated and GTE South Incorporated, Joint Petitioners herein, and pursuant to Ill. Admin. Code tit. 83 § 763.110(a), make the following verified Statement in Support of a Resale Agreement Among GTE North Incorporated, GTE South Incorporated and Max-Tel Communications, Inc.

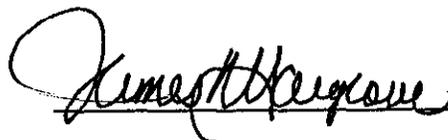
1. The filed Resale Agreement (“Agreement”) among GTE North Incorporated and GTE South Incorporated (collectively, “GTE”), Max-Tel Communications, Inc. (“Max-Tel”), Exhibit 1, was voluntarily negotiated among the parties.

2. GTE will make the arrangements set forth in the proposed Agreement available, on the same terms and conditions, to any duly authorized telecommunications carrier operating in GTE’s territories within the State of Illinois. Thus, the filed Agreement is not discriminatory.

3. Among other things, the filed Agreement establishes the terms and conditions for the resale of telecommunications services. Such agreements are to be encouraged. Thus, the filed Agreement is consistent with the public interest, convenience, and necessity.
4. The rates set forth in the agreement are reasonable and compensatory.

WHEREFORE, GTE North Incorporated and GTE South Incorporated respectfully request that the proposed Resale Agreement Among GTE North Incorporated, GTE South Incorporated, and Max-Tel Communications, Inc. be approved as filed.

Respectfully submitted this 16 day of May 2000.



James R. Hargrave
Assistant Vice President,
Regulatory & Government Affairs

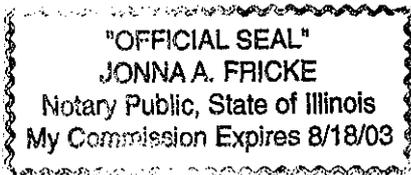
STATE OF ILLINOIS)
)
) ss VERIFICATION
COUNTY OF MCLEAN)

James R. Hargrave, being first duly sworn, deposes and states that he is the Assistant Vice President-Regulatory & Governmental Affairs for GTE North Incorporated; that he is authorized by GTE North Incorporated and GTE South Incorporated to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Resale Agreement Among GTE North Incorporated, GTE South Incorporated, and Max-Tel Communications, Inc. and knows the contents thereof; and that said contents are true to the best of his knowledge, information and belief.

James R. Hargrave

Assistant Vice President-Regulatory &
Governmental Affairs

Subscribed and sworn to before me, a notary public for the State of Illinois this
12 day of May 2000.



Jonna A. Fricke
Notary Public

My commission expires:

8/18/03