

AGREEMENT

between

Bell Atlantic -- Virginia, Inc.

and

AT&T Communications of Virginia, Inc.

Effective Date: _____, 1997

TABLE OF CONTENTS

Section	Page
TITLE	1
TABLE OF CONTENTS	2
PREFACE	4
RECITALS	5
PART I: GENERAL TERMS AND CONDITIONS	7
1. Definitions and Acronyms	5
2. The Agreement	5
3. Offered Services	7
4. Prices	7
5. Billing and Payment	7
6. Term and Termination	
8	
7. Assignment and Delegation	
10	
8. Audits and Inspections	10
9. Branding	11
10. Compliance with Applicable Law	
13	
11. Confidential Information	13
12. Counterparts	16
13. Customer Information	
16	
14. Default	18
15. Facilities	20
16. Force Majeure	21
17. Good Faith Performance	21
18. Governing Law	21
19. Headings of No Force or Effect	
22	
20. Indemnity and Defense	22
21. Intellectual Property	24
22. Joint Work Product	25
23. Liability	25
24. Nonexclusive Remedies	27
25. Notices	27
25. Option to Obtain Service Under Other Agreements	28
27. Other Services	29
28. Provision and Use of Offered Services	30

29. Publicity	31
30. Referenced Documents	
31	
31. Regulatory Matters	31
32. Relationship of the Parties	32
33. Selection of A Telephone Exchange Service Provider	33
34. Service Standards	34
35. Severability	34
36. Subcontracting	34
37. Survival of Obligations	35
38. Taxes	35
39. Third-Party Beneficiaries	
38	
40. Warranties	38
 PART II: BA OFFERED SERVICES AND RELATED MATTERS	
47	
41. BA Offered Services	47
42. Charges	39
43. Changes in BA Offered Services	
39	
44. Customer Contact	40
45. BA Resale Services	41
46. BA Unbundled Network Elements	44
47. Support Functions	45
48. Directory Listings	48
49. Information	51
50. Ordering Processes	51
51. Testing	52
 PART III: AT&T OFFERED SERVICES AND RELATED MATTERS	53
52. AT&T Offered Services	53
53. Charges for AT&T Offered Services	53
54. Changes in AT&T Offered Services	53
55. Customer Contact	54
56. AT&T Resale Services	
54	
57. Support Functions	57
 PART IV: ATTACHMENTS	
Attachment 1	Prices
Attachment 2	Unbundled Network Elements
Attachment 3	Collocation
Attachment 4	Provisioning and Ordering

Attachment 5	Maintenance
Attachment 6	Billing
Attachment 7	Provision of Customer Usage Data
Attachment 8	Local Number Portability
Attachment 9	Security Requirements
Attachment 10	Acronyms
Attachment 11	Definitions
Attachment 12	Performance Reports
Attachment 13	Bona Fide Request
Attachment 14	Technical References
Attachment 15	Network Interconnection
Attachment 16	Customer Premises Visit Status Card
Attachment 17	Directory Assistance and Call Completion Services Agreement
Attachment 18	Poles, Ducts, Conduits and Rights of Way

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the _____ day of July, 1997 ("Effective Date"), is entered into by and between AT&T Communications of Virginia, Inc., a Virginia corporation, having an office at 3033 Chain Bridge Road, Oakton, Virginia ("AT&T"), and Bell Atlantic -- Virginia, Inc., a Virginia corporation, having an office at 600 East Main Street, 24th Floor, Richmond, Virginia 23261 ("BA").

RECITALS

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151, et seq., (the "Act") was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, the Parties are Telecommunications Carriers; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Incumbent Local Exchange Carriers; and

WHEREAS, BA, within the area served by it on the date of enactment of the Telecommunications Act of 1996, is an Incumbent Local Exchange Carrier; and

WHEREAS, BA is willing to provide Network Interconnection, unbundled Network Elements, Telecommunications Services for resale, and other BA Offered Services, to AT&T, on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is willing to provide Network Interconnection, Telecommunications Services for resale, and other AT&T Offered Services, to BA, on the terms and subject to the conditions of this Agreement; and

WHEREAS, the Parties have arrived at this Agreement pursuant to the Act;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, and intending to be legally bound by this Agreement, the Parties hereby covenant and agree as follows:

PART I

GENERAL TERMS AND CONDITIONS

1. Definitions and Acronyms

1.1 For purposes of the Principal Document, certain terms have been defined in Attachment 11 or elsewhere in the Principal Document. These terms will have the meanings stated in the Principal Document, which may differ from, or be in addition to, the normal definition of the defined word. A defined word intended to convey the meaning stated in the Principal Document is capitalized when used. Other terms that are capitalized, and not defined in the Principal Document, shall have the meaning stated in the Act.

1.2 Unless the context clearly indicates otherwise, any defined term which is defined or used in the singular shall include the plural, and any defined term which is defined or used in the plural shall include the singular.

1.3 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party.

1.4 For convenience of reference only, Attachment 10 provides a list of acronyms used in the Principal Document.

2. The Agreement

2.1 This Agreement sets forth the terms, conditions and pricing under which BA agrees to offer and provide BA Offered Services to AT&T, including, but not limited to: (a) Interconnection of BA's network to the network of AT&T and reciprocal compensation for transport and termination of Telecommunications; (b) unbundled Network Elements; and, (c) BA Resale Services. This Agreement also sets forth the terms, conditions and pricing under which AT&T agrees to offer and provide AT&T Offered Services to BA, including, but not limited to: (a) Interconnection of AT&T's network to the network of BA and reciprocal compensation for transport and termination of Telecommunications; and, (b) AT&T Resale Services. As such, this Agreement is an integrated package

that reflects a balancing of interests critical to the Parties.

2.2 This Agreement includes:

(a) Pages 1 through 59 of this document (including, the title page, Table of Contents, Preface, Recitals, Sections 1 through 57, and the signature page);

(b) The Attachments listed in this document ("Attachments");

(c) As to Offered Services of a Party, the Tariffs of that Party applicable to such Offered Services (which Tariffs are incorporated into this Agreement by reference and made a part hereof); provided, that references to the "Agreement" in Section 31 of this Agreement shall not be deemed to include a Party's Tariffs; and

(d) A Party's Order which has been accepted by the other Party (including, but not limited to, any Order which includes a commitment to purchase a stated number or minimum number of lines or other Offered Services, or a commitment to purchase lines or other Offered Services for a stated period or minimum period of time). The form of an Order shall be (i) as specified in this Agreement, or (ii) as agreed in a written document signed by the Parties (including, but not limited to, a written Order signed by the Parties).

2.3 Conflicts among terms in Pages 1 through 59 of this document, the Attachments, the Tariffs, and an Order, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) Pages 1 through 59 of this document; (b) the Attachments; (c) the Tariffs; and, (d) an Order. The fact that a term appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 2.3.

2.4 This Agreement (including Pages 1 through 59 of this document, the Attachments, the Tariffs, and Orders placed by one Party and accepted by the other Party), constitutes the entire agreement among the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation on the subject matter hereof. The Parties recognize that there have been understandings reached on certain operational or implementation details that

are not part of this Agreement. While such understandings, whether or not memorialized, are expressly not a part of this Agreement, nothing in this Agreement limits either Party's legal rights to use any correspondence, notes, minutes or other documents or evidence relevant to such operational or implementation details in any dispute resolution proceeding under Section 14 of this Agreement to the extent they are not inconsistent with the terms and conditions of this Agreement. Except as otherwise provided in the Principal Document, the terms in the Principal Document may not be waived or modified except by a written document which is signed by the Parties. Except as otherwise provided in the Principal Document, the terms in the Principal Document may not be waived or modified except by a written document which is signed by the Parties. Except as otherwise provided in this Agreement, AT&T shall have the right to add, modify or withdraw an AT&T Tariff at any time without the consent of BA. Except as otherwise provided in this Agreement, BA shall have the right to add, modify or withdraw a BA Tariff at any time without the consent of AT&T.

2.5 A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. Offered Services

3.1 AT&T may, from time-to-time, during the term of this Agreement, order BA Offered Services from BA.

3.2 BA may, from time-to-time, during the term of this Agreement, order AT&T Offered Services from AT&T.

3.3 An Offered Service shall be ordered by a Purchasing Party in accordance with the procedures established in or pursuant to this Agreement, including, but not limited to, the procedures established in or pursuant to Attachment 4, "Provisioning and Ordering".

3.4 Upon receipt and acceptance by a Providing Party of an Order for an Offered Service from the Purchasing Party, the Providing Party shall provide, and the Purchasing Party shall

subscribe to, use and pay for, the Offered Service, in accordance with this Agreement.

4. **Prices**

4.1 A Purchasing Party shall pay for Offered Services at the prices stated in this Agreement. Subject to and consistent with the provisions of Section 38, in addition to these prices, a Purchasing Party shall also pay, or collect and remit, any applicable governmentally imposed taxes, fees, duties and surcharges, or provide evidence of exemption from such governmentally imposed taxes, fees, duties and surcharges.

4.2 If, prior to establishment of any Offered Service, the Purchasing Party cancels or changes its Order for the Offered Service, the Purchasing Party shall reimburse the Providing Party for the costs associated with such cancellation or changes as required by this Agreement (including any applicable Tariffs of the Providing Party).

5. **Billing and Payment**

5.1 Except as otherwise permitted or required by a Providing Party's Tariffs, or as otherwise expressly agreed in writing by the Parties, a Providing Party shall render bills to the Purchasing Party monthly. Except as otherwise expressly agreed in writing by the Parties, the bills shall be in the standard form for bills that the Providing Party renders to Telecommunications Carriers similarly situated to the Purchasing Party.

5.2 A Purchasing Party shall pay the Providing Party's bills in immediately available U.S. funds. Payments shall be transmitted by electronic funds transfer.

5.3 Payment of charges for Offered Services shall be due by the due date stated on the Providing Party's bills. Except as otherwise agreed in writing by the Parties, the due date shall not be sooner than twenty (20) days after the date the bill is received by the Purchasing Party.

5.4 Charges which are not paid by the due date stated on the Providing Party's bill shall be subject to a late payment charge. The late payment charge shall be in the amount provided in the Providing Party's applicable Tariffs; provided, that in the absence of an applicable Tariff late

payment charge, the late payment charge shall be in an amount specified by the Providing Party, which shall not exceed a rate of one and one-half percent (1.5%) of the over-due amount (including any unpaid, previously billed late payment charges) per month.

5.5 Although it is the intent of each Party as a Providing Party to submit timely and accurate bills, failure by a Providing Party to present bills to a Purchasing Party in a timely or accurate manner shall not constitute a breach or default of this Agreement, or a waiver of a right of payment of the incurred charges, by the Providing Party. Subject to the requirements of Attachment 7, if a bill for charges is submitted within one (1) year after the charges are incurred, or, for charges due under a "True-up" under Attachment 6, within the time allowed for submission of a bill for such "True-up" charges, the Purchasing Party shall not be entitled to dispute the charges based on the Providing Party's failure to submit a bill for them in a timely fashion.

6. Term and Termination

6.1 This Agreement shall become effective as of the Effective Date stated above and, except as otherwise provided in this Agreement, shall remain in effect through July 31, 2000. After July 31, 2000, this Agreement shall continue in force and effect unless and until terminated as provided in this Agreement. Upon the expiration of the initial term on July 31, 2000, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) days in advance of the date of termination.

6.2 Neither Party will provide Offered Services under this Agreement until the Agreement is approved by the Commission and other applicable governmental entities in accordance with Applicable Law.

6.3 Following the termination of this Agreement pursuant to Section 6.1, this Agreement, as amended from time to time, shall remain in effect as to any Termination Date Offered Service for the remainder of the Contract Period applicable to such Termination Date Offered Service at the time of the termination of this Agreement. If a Termination Date Offered Service is terminated prior to the expiration of the Contract Period applicable to such Termination Date Offered Service, the Purchasing Party shall pay any termination charge provided

for in this Agreement. Following expiration of the applicable Contract Period for a Termination Date Offered Service, the Termination Date Offered Service, until terminated, shall be subject to any applicable new agreement executed by the Parties, or, to the extent such Termination Date Offered Service is not covered by a new agreement executed by the Parties, to either (a) the Providing Party's statement of generally available terms under Section 252(f) of the Act, that has been approved and made generally effective by the Commission, or (b) the Providing Party's Tariff terms and conditions generally available to Local Exchange Carriers, as elected by the Purchasing Party.

6.4 For Offered Services being provided under this Agreement at the time of termination of this Agreement, if application of the Providing Party's statement of generally available terms under Section 252(f) of the Act or the Providing Party's Tariff terms and conditions to the Offered Services requires the non-terminating Party to physically rearrange facilities or incur programming expense, the non-terminating Party shall be entitled to recover such rearrangement and/or programming expense from the terminating Party.

6.5 Each Party recognizes that the Offered Services being provided under this Agreement at the time of termination of this Agreement will need to be continued without interruption following termination of this Agreement, and that upon the termination of this Agreement, either Party may itself provide or retain another vendor to provide comparable services. Each Party agrees to cooperate in an orderly and efficient transition to the other Party or another vendor such that the level and quality of the services are not degraded, and to exercise reasonable efforts to effect an orderly and efficient transition.

6.6 Either Party may terminate any Offered Service provided under this Agreement upon thirty (30) days prior written notice to the other Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Order for the Offered Service) for termination of such Offered Service, in which event such specified period and/or conditions shall apply. Upon termination of an Offered Service, the Purchasing Party shall pay any applicable termination charges specified in this Agreement.

7. Assignment and Delegation

7.1 Neither Party may assign any of its rights under this Agreement (except a right to moneys due or to become due) or delegate any of its obligations under this Agreement, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any assignment or delegation in contravention of the foregoing shall be void and unenforceable.

7.2 Any assignment of a right to moneys shall be void and unenforceable to the extent (a) the assignor Party shall not have given the non-assigning Party at least thirty (30) days prior written notice of such assignment, or (b) such assignment attempts to impose upon the non-assigning Party obligations to the assignee additional to the payment of such moneys or to preclude the non-assigning Party from dealing solely and directly with the assignor Party in all matters pertaining to this Agreement, including, but not limited to, the negotiation of amendments or settlements of amounts due.

7.3 Notwithstanding Sections 7.1 and 7.2, BA may assign its rights and delegate its obligations under this Agreement without the consent of AT&T to any wholly owned subsidiary of the ultimate parent entity of BA, provided that the performance of any such assignee/delegee is guaranteed by BA.

7.4 Notwithstanding Sections 7.1 and 7.2, AT&T may assign its rights and delegate its obligations under this Agreement without the consent of BA to any wholly owned subsidiary of the ultimate parent entity of AT&T, provided that the performance of any such assignee/delegee is guaranteed by AT&T.

8. Audits and Inspections

8.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records and documents for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately prior audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least the greater of (a) \$1,000,000 or (b) two percent (2%) of the amounts payable by the Auditing

Party for Offered Services provided by the Audited Party during the period covered by the audit.

8.2 The Auditing Party may employ other persons or firms to conduct the audit. The audit shall take place at a time and place agreed on by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

8.3 The Audited Party shall promptly correct any billing error that is revealed in an audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the Audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.

8.4 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the Audited Party's bills.

8.5 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records and documents, necessary to assess the accuracy of the Audited Party's bills.

8.6 Books, records, documents, and other information, disclosed by the Audited Party to the Auditing Party or the Auditing Party's employees, Agents or contractors, shall be deemed to be "Confidential Information" under Section 11, "Confidential Information", and subject to the provisions of Section 11 with regard to "Confidential Information". Notwithstanding the preceding sentence and Section 11, Audit Information may be used and disclosed by the Auditing Party to enforce the Auditing Party's rights under Applicable Law and this Agreement.

8.7 Should the Parties conduct audits in connection with this Agreement other than the audits described in Sections 8.1 and 13.2, the Parties may, by written agreement, elect to conduct such audits in accordance with Sections 8.2, 8.4, 8.5 and 8.6.

9. **Branding**

9.1.1 In providing BA Offered Services to AT&T, BA shall have the right, but not the obligation, to continue to identify Existing BA Offered Services with Bell Atlantic trade names, trade marks and service marks, to the same extent that comparable contacts and interfaces between BA and its own retail end-user Customers Currently bear such trade names, trademarks, or service marks. Any such identification shall not be considered a license of such trade names, trademarks, or service marks, to AT&T, and AT&T may not use such trade names, trademarks, or service marks, in any manner other than as expressly described in this Agreement without the express prior written permission of BA.

9.1.2 The Parties acknowledge that they have not reached agreement with regard to BA's rights: (a) to identify New BA Offered Services with Bell Atlantic trade names, trade marks and service marks; or, (b) to change the Current trade name, trade mark or service mark identification of Existing BA Offered Services. In the event of a dispute between the Parties with regard to such rights, either Party may request the Commission or another governmental entity of appropriate jurisdiction to resolve such dispute.

9.2 If, on the Effective Date, an Existing BA Offered Service does not disclose a trade name, trade mark or service mark as a part of the operation of the Existing BA Offered Service and BA, after the Effective Date, decides to modify the Existing BA Offered Service so that it does disclose a trade name, trade mark or service mark as a part of the operation of the Existing BA Offered Service (for instance, when the Existing BA Offered Service is used, the Customer receives the recorded announcement, "Thank you for using Bell Atlantic"), BA will notify AT&T of the proposed modification at least thirty (30) days prior to the date on which the modification is implemented. If a New BA Offered Service will disclose a trade name, trade mark or service mark as a part of the operation of the New BA Offered Service, BA, when providing notice of the New BA Offered Service pursuant to Section 43, will indicate that the New BA Offered Service will disclose a trade name, trade mark or service mark as a part of the operation of the New BA Offered Service.

9.3 As used in Sections 9.1 and 9.2: (a) "Existing BA Offered Services" means any BA Offered Services first offered for sale to any person on or before the Effective Date; (b) "New BA Offered Services" means any BA Offered Services first offered for sale to any person after the Effective Date; and, (c) "Current(ly)" means on the Effective Date.

9.4 When BA technicians (including BA contractor technicians) have contact with a Customer during a premise visit on behalf of AT&T, the BA technicians shall identify themselves as BA employees (or BA contractor employees) performing services on behalf of AT&T. When a BA technician leaves a status card during a premise visit on behalf of AT&T, the card will be a standard card used for all other local service providers' Customers, will be in substantially the form set forth in Attachment 16, and will include the name and telephone number of each local service provider that elects to be listed on the card and agrees to compensate BA for that provider's share of BA's cost of printing and distributing the card. The BA technicians shall not leave any promotional or marketing literature for or otherwise market BA Telecommunications Services to the AT&T Customer during a premise visit on behalf of AT&T. Notwithstanding the foregoing, nothing in this Section 9.4 shall prevent a BA technician (or a BA contractor technician) from providing a Customer, if the Customer inquires about a BA service, a telephone number for BA's customer service or sales department.

10. Compliance with Applicable Law

10.1 Each Party shall comply at its own expense with all Applicable Law that relates to: (a) its obligations under or activities in connection with this Agreement; and, (b) its activities undertaken at, in connection with, or relating to, Work Locations.

10.2 Except as stated in Section 10.3, each Party ("Indemnifying Party") shall indemnify, defend and save harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any Claims, to the extent such Claims arise out of or result from the failure of the Indemnifying Party or the Indemnifying Party's Affiliates, employees, Agents, or contractors, to comply with Applicable Law in connection with this Agreement.

10.3 Section 10.2 shall not apply to Claims by a Customer of an Indemnified Party, or other third party, arising out of or in connection with a failure to install, restore, provide or terminate an Indemnifying Party Offered Service, or from any mistake, omission, interruption, delay, error, defect, fault,

failure, or deficiency, in an Indemnifying Party Offered Service.

11. **Confidential Information**

11.1 For the purposes of this Section 11, "Confidential Information" means the following information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:

(a) Books, records, documents and other information disclosed in an audit pursuant to Section 8 or Section 13.2;

(b) Information provided pursuant to Section 34.2;

(c) Forecasting information provided pursuant to Attachment 15, Section 8;

(d) Customer Information related to a Customer of the Discloser which is disclosed to the Recipient through the Recipient's access to Operations Support Systems or Operations Support Systems functions of the Discloser (except to the extent that the Customer to whom the Customer Information is related, in the manner required by Applicable Law, has given the Recipient permission to use and/or disclose the Customer Information); and

(e) Any other information which is identified by the Discloser as Confidential Information in accordance with Section 11.2.

11.2 All information which is to be treated as Confidential Information under Section 11.1(e) shall:

(a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information" or "Proprietary Information"; and

(b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information" or "Proprietary Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" or "Proprietary Information" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information pursuant to Section 11.1(e) by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Section 11.1(e).

11.3 In addition to any requirements imposed by Applicable Law, including, but not limited to, 47 U.S.C. § 222, for a period of five years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:

(a) to use the Confidential Information only for the purpose of performing under this Agreement;

(b) using the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to restrict disclosure of the Confidential Information to the Recipient, the Recipient's Affiliates, and the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement.

11.4 If the Recipient wishes to disclose the Discloser's Confidential Information to a third party Agent or contractor, such disclosure must be mutually agreed to in writing by the Parties to this Agreement, and the Agent or contractor must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 11.

11.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

11.6 The Recipient shall return or destroy all Confidential Information in tangible form, including any copies made by the Recipient, within thirty (30) days after a written request by the Discloser is delivered to the Recipient, except for Confidential Information that the Recipient reasonably

requires to perform its obligations under this Agreement. If the Recipient loses or makes an unauthorized disclosure of the Discloser's Confidential Information, it shall notify the Discloser immediately and use reasonable efforts to retrieve the lost or improperly disclosed information.

11.7 The requirements of this Section 11 shall not apply to Confidential Information:

(a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;

(b) after it becomes publicly known or available through no breach of this Agreement by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, Agents, or contractors, of the Recipient or the Recipient's Affiliates;

(c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure;

(d) after it is independently developed by the Recipient;
or

(e) to the extent the disclosure is required by Applicable Law, a court, or governmental agency; provided, the Discloser has been notified of the required disclosure promptly after the Recipient becomes aware of the required disclosure, the Recipient undertakes reasonable lawful measures to avoid disclosing the Confidential Information until the Discloser has had reasonable time to seek a protective order, and the Recipient complies with any protective order that covers the Confidential Information to be disclosed.

11.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.

11.9 Confidential Information shall remain the property of the Discloser, and the Discloser shall retain all of the Discloser's right, title and interest in any Confidential Information disclosed by the Discloser to the Recipient. Except as otherwise expressly provided elsewhere in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark, or copyright), nor is

any such license to be implied, solely by virtue of the disclosure of any Confidential Information.

11.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 11 by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, Agents or contractors of the Recipient or the Recipient's Affiliates, and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 11. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 11, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

11.11 The provisions of this Section 11 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information of the Party or its Customers provided by Applicable Law. In the event of a conflict between a provision of this Section 11 and a provision of Applicable Law, the provision of Applicable Law shall prevail.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

13. Customer Information

13.1 Without in any way limiting Section 10.1, each Party shall comply with all Applicable Law with regard to Customer Information, including, but not limited to, 47 U.S.C. § 222. An Accessing Party shall not access (including, but not limited to, through electronic interfaces and gateways provided pursuant to this Agreement), use or disclose Customer Information made available by the other Party pursuant to this Agreement unless the Accessing Party has obtained any Customer authorization required by Applicable Law for such access, use and/or disclosure. By accessing, using or disclosing Customer Information made available by the other Party pursuant to this Agreement, an Accessing Party represents and warrants that the Accessing Party has obtained any Customer authorization

required by Applicable Law for such access, use or disclosure. In the event that a dispute or question arises as to the propriety of an Accessing Party's access to, or use or disclosure of, Customer Information, the Accessing Party shall upon request by the other Party provide proof of any Customer authorization required by Applicable Law for access to, or use or disclosure of, Customer Information made available by the other Party pursuant to this Agreement (including, copies of any written authorization). Without limiting the foregoing provisions of this Section 13, where required by 47 U.S.C. § 222, or other provision of Applicable Law, a Party shall obtain a signed letter of authorization from the applicable end user in order to obtain Customer Information from the other Party.

13.2 Each Party ("Auditing Party") shall have the right to audit the other Party ("Audited Party"), to ascertain whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, Customer Information which is made available by the Auditing Party to the Audited Party pursuant to this Agreement. Any audit conducted under this Section 13.2 shall be conducted in accordance with Section 8, "Audits and Inspections". Except as stated in the next sentence, any information disclosed by the Audited Party to the Auditing Party, the Auditing Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Auditing Party or the Auditing Party's Affiliates, in an audit conducted under this Section 13.2 ("Audit Information") shall be considered to be "Confidential Information" of the Audited Party under Section 11, "Confidential Information". Notwithstanding the preceding sentence and Sections 8.6 and 11, Audit Information may be used and disclosed by the Auditing Party for the purposes of performance of this Agreement, of ascertaining whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, Customer Information which is made available by the Auditing Party to the Audited Party pursuant to this Agreement, and enforcing Applicable Law and this Agreement and the Auditing Party's rights under Applicable Law and this Agreement.

13.3 To the extent permitted by Applicable Law, each Party ("Auditing Party") shall have the right to monitor the access of the other Party ("Audited Party") to Customer Information which is made available by the Auditing Party to the Audited Party pursuant to this Agreement, to ascertain whether the

Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, such Customer Information. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor the Audited Party's access to and use of Customer Information which is made available by the Auditing Party to the Audited Party pursuant to this Agreement through electronic interfaces or gateways, to ascertain whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, such Customer Information. An Auditing Party may use and disclose information obtained pursuant to this Section 13.3, but only for the purposes of performance of this Agreement, ascertaining whether the Audited Party is complying with the requirements of Applicable Law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, Customer Information which is made available by the Auditing Party to the Audited Party pursuant to this Agreement, and enforcing Applicable Law and this Agreement and the Auditing Party's rights under Applicable Law and this Agreement.

14. Default

14.1.1 If a Party ("Breaching Party") materially breaches a material provision of this Agreement (other than an obligation to make payment of any amount billed under this Agreement), and such breach continues for more than thirty (30) days after written notice thereof from the other Party ("Injured Party"), then, except as provided in Section 14.1.2 or as otherwise required by Applicable Law, the Injured Party shall have the right, upon notice to the Breaching Party, to terminate or suspend this Agreement and/or the provision of Offered Services.

14.1.2 If a good faith dispute arises between the Parties as to whether the Breaching Party has materially breached a material provision of this Agreement (other than an obligation to make payment of any amount billed under this Agreement), the alleged breach shall not constitute cause for termination or suspension of this Agreement or the provision of Offered Services, if: (a) within thirty (30) days of the date that the Injured Party gives the Breaching Party written notice of such alleged breach, the Breaching Party gives the Injured Party written notice of the dispute stating the basis of the dispute and initiates the process for resolution of disputes

identified in Section 14.3; (b) the Breaching Party complies with and completes the process for resolution of the dispute identified in Section 14.3 (including, if the dispute is not resolved by negotiation within thirty (30) days after the Breaching Party gives written notice of the dispute to the Injured Party or such longer negotiation period as may be agreed to by the Parties, instituting a proceeding to resolve the dispute before the Commission or another governmental entity of appropriate jurisdiction and obtaining resolution of the dispute by the Commission or other governmental entity); and, (c) within thirty (30) days after the completion of the process for resolution of the dispute identified in Section 14.3 (or such longer period as may be agreed to by the Parties or allowed by the Commission or other governmental entity), the Breaching Party cures any breach that has been agreed by the Parties and/or determined by the Commission or other applicable governmental entity to have occurred and takes any other action to resolve the dispute agreed upon by the Parties or directed by the Commission or other governmental entity. The existence of such a dispute shall not relieve the Breaching Party of its duty to otherwise comply with this Agreement and to perform all of its other obligations under this Agreement.

14.2.1 If a Purchasing Party fails to make a payment of any amount billed under this Agreement by the due date stated on the Providing Party's bill and such failure continues for more than thirty (30) days after written notice thereof from the Providing Party, then, except as provided in Section 14.2.2 or as otherwise required by Applicable Law, the Providing Party shall have the right, upon notice to the Purchasing Party, to terminate or suspend this Agreement and/or the provision of Offered Services.

14.2.2 If a good faith dispute arises between the Parties concerning the obligation of the Purchasing Party to make payment of an amount billed under this Agreement, the failure to pay the amount in dispute shall not constitute cause for termination or suspension of this Agreement or the provision of Offered Services, if: (a) within thirty (30) days of the date that the Providing Party gives the Purchasing Party written notice of the failure to pay the amount in dispute, the Purchasing Party gives the Providing Party written notice of the dispute stating the basis of the dispute, initiates the process for resolution of Billing Disputes identified in Attachment 6, and furnishes to the Providing Party an irrevocable letter of credit guaranteeing payment of the disputed amount or other adequate assurance of payment of the

disputed amount which is reasonably acceptable to the Providing Party; (b) the Purchasing Party completes the process for resolution of Billing Disputes identified in Attachment 6 (including, if the dispute is not resolved by negotiation within 150 days of the Bill Date or such longer negotiation period as may be agreed to by the Parties, instituting a proceeding to resolve the dispute before the Commission or another governmental entity of appropriate jurisdiction and obtaining resolution of the dispute by the Commission or other governmental entity); and, (c) within thirty (30) days after the completion of the process for resolution of Billing Disputes identified in Attachment 6 (or such longer period as may be agreed to by the Parties or allowed by the Commission or other governmental entity), the Purchasing Party pays all amounts that have been agreed by the Parties and/or determined by the Commission or other applicable governmental entity to be due to the Providing Party. The existence of such a dispute shall not relieve the Purchasing Party of its obligations to pay any undisputed amount which is due to the Providing Party and to otherwise comply with this Agreement.

14.3.1 Except where an applicable dispute resolution procedure is specified elsewhere in this Agreement (including, but not limited to, in Attachment 6), the dispute resolution procedure set forth in this Section 14.3 shall apply.

14.3.2 Either Party may by written notice to the other Party request the other Party to enter into negotiations to resolve any dispute related to this Agreement. The written notice shall contain sufficient detail about the nature of the dispute as to fairly apprise the other Party of the issue in dispute and the position of the Party raising it. The Parties shall negotiate in good faith to resolve the dispute within a reasonable period of time.

14.3.3 Notwithstanding Section 14.3.1 and Section 14.3.2, above, either Party may at any time seek to resolve a dispute related to this Agreement by instituting an appropriate proceeding with the Commission, a court or another governmental entity of appropriate jurisdiction. Nothing contained in this Section 14.3 shall deprive the Commission, a court or other governmental entity of jurisdiction to address issues properly raised before such Commission, court or governmental entity or preclude a Party from raising such issues in such forum or any other available forum.

14.3.4 The Parties agree that all negotiations pursuant to this Section 14.3 shall be confidential under Section 11 and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

15. **Facilities**

15.1 A Providing Party or its suppliers shall retain all right, title and interest in, and ownership of, all facilities, equipment, software, wiring, and information, used to provide the Providing Party's Offered Services. During the period in which Offered Services are provided, the Providing Party shall have access at all reasonable times to the Purchasing Party's and the Purchasing Party's Customers' locations for the purpose of installing, maintaining, repairing, and inspecting all facilities, equipment, software, and wiring, used to provide the Offered Services. At the conclusion of the period in which Offered Services are provided, the Providing Party shall have access at the Purchasing Party's and the Purchasing Party's Customers' locations at all reasonable times to remove all facilities, equipment, software, and wiring, used to provide the Offered Services. The Purchasing Party shall, at the Purchasing Party's expense, obtain any rights and authorizations necessary for such access.

15.2 Except as otherwise stated in this Agreement or agreed to in writing by a Providing Party, a Providing Party shall not be responsible for the installation, maintenance, repair, inspection, or removal, of facilities, equipment, software, or wiring, furnished by the Purchasing Party or the Purchasing Party's Customers for use with the Providing Party's Offered Services.

16. **Force Majeure**

16.1 Except as otherwise specifically provided in this Agreement (including by way of illustration circumstances where a Party is required to implement disaster recovery plans to avoid delays or failure in performance and the implementation of such plans was designed to avoid the delay or failure in performance), neither Party shall be liable for any delay or failure in performance of any part of this Agreement by it caused by Applicable Law, acts or failures to act of the United States of America or any state, district, territory, political subdivision, or other governmental

entity, acts of God or a public enemy, strikes, labor slowdowns or other labor disputes, fires, explosions, floods, embargoes, earthquakes, volcanic actions, unusually severe weather conditions, wars, civil disturbances, inability to obtain equipment, parts or repairs thereof, or causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform ("Force Majeure Condition").

16.2 If any Force Majeure Condition occurs, the Party whose performance fails or is delayed because of such Force Majeure Condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure Condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

16.3 Notwithstanding Section 16.1, no delay or other failure by a Party to perform shall be excused pursuant to this Section 16 by the delay or failure of a Party's subcontractors, materialmen, or suppliers, to provide products or services to the Party, unless such delay or failure is itself the product of a Force Majeure Condition, and such products or services cannot be obtained by the Party from other persons on commercially reasonable terms.

17. **Good Faith Performance**

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

18. **Governing Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties, shall be governed by (a) the laws of the United States of America, and (b) the laws of the State, without regard to the conflicts of laws rules of the State. The Parties submit to personal jurisdiction in Richmond, Virginia, and waive any and all objections to a Virginia venue.

19. **Headings of No Force or Effect**

The headings of Articles and Sections of the Principal Document are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of the Principal Document.

20. **Indemnity and Defense**

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and save harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any Claims that arise out of or result from bodily injury or death to any person or damage to or loss of the tangible property of any person, to the extent such bodily injury, death, damage or loss, results from the negligent or otherwise tortious acts or failures to act of the Indemnifying Party, the Indemnifying Party's Affiliates, or the employees, Agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Each Party ("Indemnifying Party") shall indemnify, defend and save harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any Claims, to the extent such Claims arise out of or result from any Environmental Hazard that the Indemnifying Party, the Indemnifying Party's Affiliates, or the employees, Agents, or contractors, of the Indemnifying Party or the Indemnifying Party's Affiliates, introduce to, or create at a Work Location in the course of performance of this Agreement.

20.3 Each Party ("Indemnifying Party") shall indemnify, defend and save harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any Claims, to the extent such Claims arise out of or result from: (a) the failure of the Indemnifying Party to transmit to the Indemnified Party, (i) a request by a Customer of the Indemnifying Party to install, provide, change, or terminate, an Indemnified Party Offered Service, or (ii) telephone directory or E911/911 listing information for a Customer of the Indemnifying Party; (b) the transmission by the

Indemnifying Party to the Indemnified Party of an Order which was not authorized by the applicable Customer or end user; (c) erroneous or inaccurate information in an Order transmitted by the Indemnifying Party to the Indemnified Party; (d) erroneous or inaccurate telephone directory or E911/911 listing information transmitted by the Indemnifying Party to the Indemnified Party; or, (e) the Indemnifying Party's unauthorized access to, or unauthorized use or disclosure of, Customer Information made available by the Indemnified Party to the Indemnifying Party pursuant to this Agreement.

20.4 AT&T ("Indemnifying Party") shall indemnify, defend and hold harmless BA, BA's Affiliates, and the directors, officers and employees of BA and BA's Affiliates, from and against any claim, demand, suit, action, judgment, liability, damage or loss (including reasonable costs, expenses and attorneys fees on account thereof), that arises out of or results from: (a) AT&T's negligent use or occupancy of a BA Network Interface Device ("NID"); (b) wiring, facilities, equipment or other apparatus, negligently installed by AT&T in or on a BA NID, or negligently connected by AT&T to a BA NID; or, (c) the negligent acts or omissions of AT&T, AT&T's Affiliates, or the employees, Agents or contractors, of AT&T or AT&T's Affiliates, in connection with a BA NID. Where the NID is not used by BA or another Telecommunications Carrier (except AT&T) to provide service to the premise, AT&T shall have the burden, as between BA and AT&T, to rebut the presumption that the claim, demand, suit, action, judgment, liability, damage or loss, arises from wiring, facilities, equipment or other apparatus, negligently installed by AT&T in or on a BA NID, or negligently connected by AT&T to a BA NID. For the purposes of this Section 20.4, references to "negligence" or "negligently" shall be read to also encompass acts of gross negligence and/or intentional misconduct.

20.5.1 As used in this Section 20.5:

(a) "Indemnitee" means any person who is entitled to indemnification and/or defense from an Indemnifying Party under any of Sections 10, 20.1, 20.2, 20.3 or 20.4; and

(b) "Claim" means (i) any "Claim", as defined in Attachment 11, and (ii) any claim, demand, suit, action, judgment, liability, damage or loss, for which AT&T is obligated to indemnify and/or defend BA under Section 20.4.

20.5.2 Whenever an Indemnitee receives notice of a Claim for which it may demand indemnification and/or defense from the Indemnifying Party under any of Sections 10, 20.1, 20.2, 20.3, or 20.4, the Indemnitee shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the Claim. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend the Claim.

20.5.3 The Indemnifying Party shall have the right to defend against the Claim, in which event the Indemnifying Party shall give written notice to the Indemnitee and the Indemnified Party of acceptance of the defense of the Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth in this Section 20.5.3 and Section 20.5.4, such notice to the Indemnitee and the Indemnified Party shall give the Indemnifying Party full authority to defend, adjust, compromise, or settle, the Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement may require a contribution from or affect the rights of the Indemnitee or the Indemnified Party. The Indemnifying Party shall consult with the Indemnitee and the Indemnified Party prior to any compromise or settlement that would require a contribution from or affect the rights of the Indemnitee or the Indemnified Party, and the Indemnitee and the Indemnified Party shall have the right to refuse such compromise or settlement and, at the cost of the Indemnitee and the Indemnified Party, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnitee and the Indemnified Party against, the Claim for any amount in excess of such refused compromise or settlement.

20.5.4 With respect to any defense accepted by the Indemnifying Party, the Indemnitee and the Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee or the Indemnified Party. In so participating, the Indemnitee and the Indemnified Party shall be entitled to employ separate counsel for the defense at the Indemnitee's and/or Indemnified Party's expense. The Indemnitee and the Indemnified Party shall also be entitled to participate, at their own expense, in the defense of any Claim, as to any portion of the Claim as to which they are not entitled to indemnification and defense by the Indemnifying Party.

20.5.5 In the event the Indemnifying Party does not accept the defense of any Claim as provided above, the Indemnitee and the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

20.5.6 Each Party agrees to reasonably cooperate and to cause its employees and Agents to reasonably cooperate with the other Party in the defense of any Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

21. Intellectual Property

Nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party.

22. Joint Work Product

The Principal Document is the joint work product of the representatives of the Parties. For convenience, the Principal Document has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences shall be drawn against either Party solely on the basis of authorship of the Principal Document.

23. Liability

23.1.1 THE LIABILITY, IF ANY, OF AT&T, AT&T'S AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OF AT&T AND AT&T'S AFFILIATES, TO BA, BA'S CUSTOMERS AND/OR ANY OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE AN AT&T OFFERED SERVICE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN AN AT&T OFFERED SERVICE, SHALL BE LIMITED AND/OR EXCLUDED AS SET FORTH IN AT&T'S TARIFFS.

23.2.1 TO THE EXTENT THE AT&T TARIFFS APPLICABLE TO AN AT&T OFFERED SERVICE DO NOT CONTAIN A PROVISION WHICH LIMITS OR EXCLUDES THE LIABILITY OF AT&T, AT&T'S AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, OF AT&T OR AT&T'S AFFILIATES, TO BA, BA'S CUSTOMERS AND/OR ANY

OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE AN AT&T OFFERED SERVICE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN AN AT&T OFFERED SERVICE, OR TO THE EXTENT AN AT&T OFFERED SERVICE IS NOT SUBJECT TO AN AT&T TARIFF, SECTION 23.2.2 SHALL APPLY.

23.2.2 THE LIABILITY, IF ANY, OF AT&T, AT&T'S AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OF AT&T AND AT&T'S AFFILIATES, TO BA, BA'S CUSTOMERS AND/OR ANY OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE AN AT&T OFFERED SERVICE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN AN AT&T OFFERED SERVICE, SHALL BE LIMITED TO A TOTAL AMOUNT NOT IN EXCESS OF: (A) TWICE THE PROPORTIONATE CHARGE FOR THE AT&T OFFERED SERVICE AFFECTED, DURING THE PERIOD OF THE FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE THE AT&T OFFERED SERVICE, OR THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN THE AT&T OFFERED SERVICE; OR, (B) IF THERE IS NO CHARGE FOR THE AT&T OFFERED SERVICE AFFECTED, FIVE HUNDRED DOLLARS (\$500.00).

23.3.1 THE LIABILITY, IF ANY, OF BA, BA'S AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OF BA AND BA'S AFFILIATES, TO AT&T, AT&T'S CUSTOMERS AND/OR ANY OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE A BA OFFERED SERVICE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN A BA OFFERED SERVICE, SHALL BE LIMITED AND/OR EXCLUDED AS SET FORTH IN BA'S TARIFFS.

23.4.1 TO THE EXTENT THE BA TARIFFS APPLICABLE TO A BA OFFERED SERVICE DO NOT CONTAIN A PROVISION WHICH LIMITS OR EXCLUDES THE LIABILITY OF BA, BA'S AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, OF BA OR BA'S AFFILIATES, TO AT&T, AT&T'S CUSTOMERS AND/OR ANY OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE A BA OFFERED SERVICE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN A BA OFFERED SERVICE, OR TO THE EXTENT A BA OFFERED SERVICE IS NOT SUBJECT TO A BA TARIFF, SECTION 23.4.2 SHALL APPLY.

23.4.2 THE LIABILITY, IF ANY, OF BA, BA'S AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OF BA AND BA'S AFFILIATES, TO AT&T, AT&T'S CUSTOMERS AND/OR ANY OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE A BA OFFERED SERVICE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN A BA OFFERED SERVICE, SHALL BE LIMITED TO A TOTAL AMOUNT NOT IN EXCESS OF: (A) TWICE THE PROPORTIONATE CHARGE FOR THE BA OFFERED SERVICE AFFECTED, DURING THE PERIOD OF THE FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE THE BA OFFERED SERVICE, OR THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN THE BA OFFERED SERVICE; OR, (B) IF THERE IS NO CHARGE FOR THE BA OFFERED SERVICE AFFECTED, FIVE HUNDRED DOLLARS (\$500.00).

23.5 EXCEPT AS OTHERWISE STATED IN SECTION 23.7, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, THE OTHER PARTY'S CUSTOMERS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS).

23.6 THE LIMITATIONS UPON AND EXCLUSIONS FROM LIABILITY STATED IN SECTIONS 23.1 THROUGH 23.5, ABOVE, SHALL APPLY REGARDLESS OF THE FORM OF CLAIM OR ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE PERSON CLAIMING LIMITATION OR EXCLUSION OF LIABILITY), AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

23.7 NOTHING CONTAINED IN SECTIONS 23.1 THROUGH 23.6 SHALL EXCLUDE OR LIMIT LIABILITY:

(a) FOR DAMAGES ARISING OUT OF OR RESULTING FROM WILLFUL OR INTENTIONAL MISCONDUCT;

(b) FOR DAMAGES ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH TO PERSONS, DAMAGE TO OR LOSS OF TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY, OR ENVIRONMENTAL HAZARDS;

(c) FOR A CLAIM FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE NAME, TRADE MARK, SERVICE MARK, OR OTHER INTELLECTUAL PROPERTY INTEREST;

(d) UNDER ANY OF SECTIONS 10, 20, 33 OR 38; OR

(e) UNDER ANY PROVISION OF THIS AGREEMENT (INCLUDING A TARIFF) THAT REQUIRES THE PARTY TO INDEMNIFY, DEFEND AND/OR HOLD HARMLESS THE OTHER PARTY OR ANOTHER PERSON.

23.8 Except as may be specifically set forth in this Agreement: (a) each Party's obligations under this Agreement shall extend only to the other Party; (b) a Party shall have no liability under this Agreement to Customers of the other Party or to any other third party; and, (c) nothing in this Agreement shall be deemed to create a third party beneficiary relationship between a Party and the other Party's Customers or any other third party.

24. **Nonexclusive Remedies**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

25. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Vice President, Atlantic States - Local Service
Organization
AT&T
1 Speedwell Avenue, Room 505 East Tower
Morristown, New Jersey 07962-6845

with a copy to:

Vice President, Law & Government Affairs, Atlantic States
Region
AT&T
295 North Maple Avenue, Room 2255F2
Basking Ridge, New Jersey 07920

If to BA:

Bell Atlantic Network Services, Inc.
Attention: Director, Interconnection Initiatives
1320 North Courthouse Road, 9th Floor
Arlington, Virginia 22201

with a copy to:

General Attorney, Carrier Services
Bell Atlantic Network Services, Inc.
1320 North Courthouse Road, 8th Floor
Arlington, Virginia 22201

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section 25.

Any notice or other communication shall be deemed given when received.

26. Option to Obtain Offered Services Under Other Agreements

26.1 If, at any time while this Agreement is in effect, either Party ("Third-Person Contracting Party") enters into an agreement with a third-person operating within the Virginia to provide any Network Interconnection, unbundled Network Element, or Telecommunications Service (including, but not limited to, any Network Interconnection, unbundled Network Element, or Telecommunications Service of the Third-Person Contracting Party that is an Offered Service under this Agreement), to the third-person, which agreement is subject to approval by the Commission pursuant to 47 U.S.C. § 252, the Third-Person Contracting Party shall make such agreement publicly available within ten (10) days after the date it is approved by the Commission under 47 U.S.C. § 252.

26.2 To the extent required by Applicable Law, the Third-Person Contracting Party, upon written request by the other Party, shall make available to the other Party any Network Interconnection, unbundled Network Element, or Telecommunications Service (including, but not limited to, any Network Interconnection, unbundled Network Element or Telecommunications Service of the Third-Person Contracting Party that is an Offered Service under this Agreement), offered by the Third-Person Contracting Party under the agreement with the third-person upon the same terms and

conditions (including prices) provided in the agreement with the third-person, but only on a prospective basis. This Agreement shall thereafter be amended to prospectively incorporate the terms and conditions (including prices) from the third-person agreement applicable to the Network Interconnection, unbundled Network Element or Telecommunications Service, that the requesting Party has elected to purchase pursuant to the terms and conditions of the third-person agreement.

26.3 To the extent the exercise of the foregoing option requires a rearrangement of facilities by the Providing Party, the requesting Party shall be liable for the non-recurring charges associated therewith, as well as for any termination charges associated with the termination of existing facilities or Offered Services.

27. Other Services

27.1 This Agreement applies only to "Offered Services", as defined in this Agreement. To the extent that Offered Services subscribed to under this Agreement by a Purchasing Party are interconnected to or used with other services, facilities, equipment, software, or wiring, provided by the Providing Party or by other persons, such other services, facilities, equipment, software, or wiring, shall not be construed to be provided under this Agreement. Any Providing Party services, facilities, equipment, software, or wiring, to be used by the Purchasing Party which are not subscribed to by the Purchasing Party under this Agreement must be subscribed to by the Purchasing Party separately, pursuant to other written agreements (including, but not limited to, applicable Providing Party Tariffs).

27.2.1 Without in any way limiting Section 27.1 and without attempting to list all BA products and services that are not subject to this Agreement, the Parties agree that this Agreement does not apply to the following BA services and products: Bell Atlantic Answer Call, Bell Atlantic Answer Call Plus, Bell Atlantic Home Voice Mail, Bell Atlantic Home Voice Mail Plus, Bell Atlantic Basic Mailbox, Bell Atlantic Voice Mail, Bell Atlantic OptiMail Service, and other BA voice mail, fax mail, voice messaging, and fax messaging, services; Bell Atlantic Optional Wire Maintenance Plan; Bell Atlantic Guardian Enhanced Maintenance Service; Bell Atlantic Sentry I Enhanced Maintenance Service; Bell Atlantic Sentry II Enhanced Maintenance Service; Bell Atlantic Sentry III Enhanced

Maintenance Service; customer premises equipment; Bell Atlantic Call 54 service; Bell Atlantic Telephone Directory bold listings; and, Bell Atlantic Telephone Directory advertisements.

27.2.2 If AT&T at any time believes that any of the BA services or products listed in Section 27.2.1 is a Telecommunications Service, AT&T may request that the Parties amend Section 27.2.1 to delete the reference to the service or product which AT&T believes is a Telecommunications Service. If BA disagrees with AT&T's belief, AT&T may request the Commission or another governmental entity of appropriate jurisdiction to determine whether the service or product is a Telecommunications Service. If the service or product is determined by the Commission or other governmental entity of appropriate jurisdiction to be a Telecommunications Service, the Parties shall amend Section 27.2.1 to delete the reference to the service or product which the Commission or other governmental entity of appropriate jurisdiction has determined to be a Telecommunications Service.

27.3 Without in any way limiting Section 27.1 or Section 27.2, the parties also agree that this Agreement does not apply to the installation, maintenance, repair, inspection, or use of any facilities, equipment, software, or wiring, located on the Purchasing Party's side of the Network Rate Demarcation Point applicable to the Purchasing Party and does not grant to the Purchasing Party a right to installation, maintenance, repair, inspection, or use, of any such facilities, equipment, software, or wiring. Installation, maintenance, repair, inspection, or use of facilities, equipment, software, or wiring, located on the Purchasing Party's side of the Network Rate Demarcation Point applicable to the Purchasing Party must be contracted for by the Purchasing Party separately, pursuant to other written agreements, at rates stated in such other written agreements.

28. Provision and Use of Offered Services

28.1 A Party may fulfill its obligations under this Agreement itself or may cause an Affiliate of the Party to take the action necessary to fulfill the Party's obligations; provided, that a Party's use of an Affiliate to perform this Agreement shall not release the Party from any liability or duty to fulfill its obligations under this Agreement.

28.2 Except as otherwise expressly stated in this Agreement, including, but not limited to, in Section 15.1, each Party, at its own expense, shall be responsible for obtaining from governmental authorities, property owners, other Telecommunications Carriers, and any other persons or entities, all rights and privileges (including, but not limited to, rights of way, space and power), which are necessary for the Party to provide its Offered Services pursuant to this Agreement.

28.3 Except as otherwise provided in this Agreement, this Agreement does not prevent a Purchasing Party from using the Offered Services provided by a Providing Party pursuant to this Agreement in connection with other technically compatible Offered Services provided by the Providing Party pursuant to this Agreement or with any services provided by the Purchasing Party or a third party.

29. **Publicity**

Neither Party shall use the name of the other Party in connection with this Agreement in a written press release or written press statement except as permitted by Applicable Law.

30. **Referenced Documents**

Whenever any provision of this Agreement refers to a Technical Document, it will be deemed to be a reference to the version or edition of such Technical Document that is cited in this Agreement (or if no version or edition of such Technical Document is specifically cited in this Agreement, the version or edition of such Technical Document that is in effect on the Effective Date) and any subsequent version or edition (including, any amendments, supplements, addenda, or successors) of such Technical Document that the Parties agree in writing to adhere to, and, unless this Agreement provides otherwise, will include the version or edition of each document incorporated by reference in such a Technical Document that is cited in such a Technical Document (or if no version or edition of such document is specifically cited in the Technical Document, the version or edition of such document that was in effect on the date of issuance of the Technical Document) and any subsequent version or edition (including, any amendments, supplements, addenda, or successors) of such document that the Parties agree in writing to adhere to.

31. **Regulatory Matters**

31.1 BA shall be responsible for obtaining and keeping in effect all Federal Communications Commission, Commission, franchise authority and other governmental approvals, that may be required in connection with the performance of its obligations under this Agreement.

31.2 Without in any way limiting Section 31.1, within thirty (30) days after the execution of this Agreement, the Agreement shall be submitted by the Parties to the Commission for approval by the Commission. Following such submission, the Agreement shall be submitted by BA to any other applicable governmental entity by which it must be approved for approval by that governmental entity.

31.3 AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, Commission, franchise authority and other governmental approvals, that may be required in connection with the performance of its obligations under this Agreement.

31.4 AT&T shall reasonably cooperate with BA in obtaining and maintaining any required governmental approvals for which BA is responsible, and BA shall reasonably cooperate with AT&T in obtaining and maintaining any required governmental approvals for which AT&T is responsible.

31.5 In the event that any legally binding legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BA to perform any material terms of this Agreement, AT&T or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.

31.6 Except as otherwise provided in this Agreement, when this Agreement is filed with the Commission for approval, the Parties will request that the Commission (a) approve the Agreement and (b) refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

32. **Relationship of the Parties**

32.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement.

32.2 Each Party retains full control over the employment, direction, compensation and discharge, of all of its employees, Agents and contractors, assisting in the performance of its obligations under this Agreement. Each Party will be solely responsible for all matters relating to payment of its employees, Agents and contractors, and payment of Social Security and other taxes in association with such employees, Agents and contractors, and withholding and remittance of taxes from such employees, Agents and contractors.

32.3 Nothing contained within this Agreement shall:

(a) make either Party the Agent, servant or employee, of the other Party;

(b) grant either Party the authority to enter into a contract on behalf of, or otherwise legally bind, the other Party in any way;

(c) create a partnership, joint venture, or other similar relationship between the Parties; or

(d) grant to either Party a franchise, distributorship, or similar interest.

32.4 The relationship of the Parties under this Agreement is a non-exclusive relationship. Each Party shall have the right:

(a) to provide services to be provided by it under this Agreement to persons other than the other Party; and

(b) to purchase services which can be purchased by it under this Agreement from persons other than the other Party.

33. Selection of A Telephone Exchange Service Provider

33.1 The Parties agree to apply the principles and procedures set forth in Section 64.1100 of the FCC Rules, 47 CFR § 64.1100, to the process for end-user selection of a Telephone Exchange Service provider; provided, that if the FCC or the

Commission adopts rules governing the process for end-user selection of a Telephone Exchange Service provider, the Parties shall apply such rules rather than the principles and procedures set forth in § 64.1100.

33.2 If a Party ("Requesting Party") requests the other Party to change an end user's Telecommunications Service (including, but not limited to, an end user's selection of a Telephone Exchange Service provider) (a) in the event of a dispute over the end user's choice of a Telephone Exchange Service provider, fails to provide documentary evidence of the end user's Telephone Exchange Service provider selection upon request, (b) has requested the change in the end user's Telecommunications Service without having obtained authorization for such change from the end user pursuant to the principles and procedures set forth in Section 64.1100 or other applicable FCC or Commission rules, or (c) has mistakenly changed the end-user's Telecommunications Service, the Requesting Party shall indemnify, defend and hold harmless the other Party for any resulting Claims. In addition, the Requesting Party shall be liable to the other Party for all charges that would be applicable to the end user for the initial change in the end user's Telecommunications Service and any charges for restoring the end user's Telecommunications Service to its end user authorized condition, including to the appropriate Telephone Exchange Service provider.

33.3 Except as otherwise required by Applicable Law, a Providing Party shall not require the Purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the Purchasing Party's Customer as a pre-condition to processing an Order from the Purchasing Party.

34. Service Standards

34.1 Each Party shall in providing an Offered Service to the other Party meet all of the quality and performance standards required by Applicable Law and this Agreement.

34.2 BA shall provide to AT&T the performance measurement reports listed in Attachment 12. Such reports shall be deemed to be Confidential Information of BA under Section 11, "Confidential Information". Notwithstanding the preceding sentence and Section 11, the reports may be used and disclosed by AT&T for the purposes of enforcing Applicable Law and AT&T's rights under Applicable Law and this Agreement

(including, but not limited to, pursuant to Attachment 12, Section 1.3). In making any such disclosure, AT&T shall make reasonable efforts to preserve the confidentiality of the reports while they are in the possession of any person to whom they are disclosed, including, but not limited to, by requesting a governmental entity to whom the reports are disclosed to treat them as confidential.

34.3 In the event that any BA Resale Service or AT&T Resale Service is not installed or provided in accordance with the due dates specified in this Agreement, the Providing Party shall grant the Purchasing Party a credit equal to the credit that would be available for the Providing Party's own end-user retail Customers, adjusted for any applicable wholesale discount.

35. **Severability**

35.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement (unless such construction would be unreasonable), and the Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party construed and enforced accordingly.

35.2 In the event any invalid or unenforceable provision or provisions are essential elements of this Agreement and the invalidity of such provisions or provisions substantially impairs the rights or obligations of either Party, the provisions of Section 31.5 shall apply.

36. **Subcontracting**

If any obligation under this Agreement is performed through a subcontractor, the subcontracting Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through the subcontractor. The subcontracting Party shall be solely responsible for payments due its subcontractors. Except as may be specifically set forth in this Agreement, no subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

37. **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, any obligation of a Party under any provision for indemnification or defense (including, but not limited to, any of Sections 10 and 20), under Section 11, "Confidential Information", under Section 33.2, or under any provision for limitation of liability, and any obligation of a Party under any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) expiration, cancellation or termination of this Agreement, shall survive expiration, cancellation or termination of this Agreement.

38. Taxes

38.1 With respect to any purchase of Offered Services under this Agreement, if any Federal, state or local government tax, fee, duty, surcharge, or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from a Purchasing Party by the Providing Party, then (a) to the extent required by Applicable Law, the Providing Party shall bill the Purchasing Party for such Tax as a separately stated item, (b) the Purchasing Party shall timely remit such Tax to the Providing Party (including both Taxes billed by the Providing Party and Taxes the Purchasing Party is required by Applicable Law to remit without billing by the Providing Party), and (c) the Providing Party shall remit such collected Tax to the applicable taxing authority.

38.2 With respect to any purchase of Offered Services under this Agreement, if any Tax is imposed by Applicable Law on the receipts of the Providing Party, which Applicable Law permits the Providing Party to exclude certain receipts received from sales of Offered Services for resale by the Purchasing Party, such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party, upon request in writing by the Providing Party, shall provide notice in writing in accordance with Section 38.7 of whether the Purchasing Party will pay the Receipts Tax. Such notice shall remain in effect until it is revoked in writing by the Purchasing Party in accordance with Section 38.7.

38.3 With respect to any purchase of Offered Services under this Agreement, that are resold by the Purchasing Party to a Customer of the Purchasing Party, if any Tax is imposed by Applicable Law on the Customer of the Purchasing Party in

connection with its purchase of the resold Offered Services which the Purchasing Party is required to impose and/or collect from the Customer, then the Purchasing Party (a) shall impose and/or collect such Tax from the Customer, and (b) shall timely remit such Tax to the applicable taxing authority.

38.4.1 If the Providing Party, in accordance with Applicable Law, properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit the Tax to the Providing Party as required by Section 38.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest and/or penalty assessed on the uncollected Tax by the applicable taxing authority.

38.4.2 If the Providing Party does not collect a Tax because the Purchasing Party has provided the Providing Party with an exemption certificate which is later found to be inadequate by the applicable taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest and/or penalty assessed on the uncollected Tax by the applicable taxing authority.

38.4.3 Except as provided in Section 38.4.4, if the Purchasing Party fails to pay the Receipts Tax which it has given notice of its intent to pay pursuant to Section 38.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on the Providing Party's receipts, (b) the Purchasing Party shall be liable for any interest and/or penalty imposed on the Providing Party with respect to the Tax on the Providing Party's receipts, and (c) the Purchasing Party shall be liable for any Tax imposed on the Purchasing Party's receipts and any interest and/or penalty assessed by the applicable taxing authority on the Purchasing Party with respect to the Tax on the Purchasing Party's receipts.

38.4.4 If any discount or portion of a discount in price provided to the Purchasing Party under this Agreement (including, but not limited to, the discount provided for in Attachment 1) represents Tax savings to the Providing Party which it was anticipated the Providing Party would receive, because it was anticipated that receipts from sales of Providing Party Offered Services, that would otherwise be subject to a Tax on such receipts, could be excluded from such Tax under Applicable Law, because the Providing Party Offered

Services would be sold to the Purchasing Party for resale, and the Providing Party is, in fact, required by Applicable Law to pay such Tax on receipts from sales of Providing Party Offered Services to the Purchasing Party, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall be liable for any such Tax, and (b) the Purchasing Party shall be liable for any interest and/or penalty assessed by the applicable taxing authority on either the Purchasing Party or the Providing Party with respect to the Tax on the Providing Party's receipts.

38.4.5 If the Purchasing Party fails to impose and/or collect any Tax from Purchasing Party Customers as required by Section 38.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest and/or penalty assessed on such uncollected Tax by the applicable taxing authority.

38.4.6 With respect to any Tax that the Purchasing Party has agreed to pay, is responsible for because the Purchasing Party received a discount in price on Providing Party Offered Services attributable to anticipated Tax savings by the Providing Party, or is required to impose on and/or collect from Purchasing Party Customers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to failure of the Purchasing Party to timely remit the Tax to the Providing Party, or timely pay, or collect and timely remit, the Tax to the taxing authority.

38.5 If either Party is audited by a taxing authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

38.6.1 If Applicable Law exempts a purchase of Offered Services under this Agreement from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of the exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with Section 38.7.

38.6.2 If Applicable Law exempts a purchase of Offered Services under this Agreement from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer of the Purchasing Party claiming an exemption and citing the provision in the Applicable Law which allows such exemption, and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

38.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 38, shall be made in writing and shall be delivered personally or sent by prepaid overnight express service, and sent to the addresses stated in Section 25 and to the following:

To BA: Tax Administration
Bell Atlantic Network Services, Inc.
1717 Arch Street, 30th Floor
Philadelphia, PA 19103

To AT&T: Tax - Vice President
State and Local Taxes
AT&T Corporation
Room C250
412 Mt. Kemble Avenue
Morristown, NJ 07962

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 38.7.

Any notice or other communication shall be deemed to be given when received.

39. **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 any third parties (including, but not limited to, Customers or subcontractors of a Party) with any right, remedy, claim, reimbursement, cause of action, or other privilege.

40. Warranties

EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES WITH RESPECT TO ITS OFFERED SERVICES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR IN LAW. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE A PARTY'S EXCLUSIVE WARRANTIES WITH RESPECT TO ITS OFFERED SERVICES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR IN LAW. EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO ITS OFFERED SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING, OR OTHERWISE.

PART II

BA OFFERED SERVICES AND RELATED MATTERS

41. BA Offered Services

41.1 Upon request by AT&T, and pursuant to the provisions of this Agreement, BA will provide to AT&T BA Offered Services.

41.2 All BA Offered Services offered by BA to AT&T are subject to the terms and conditions (including prices) of this Agreement, even though the BA Offered Services may not be specifically listed or described in the Principal Document.

42. Charges

42.1 AT&T shall be responsible for and shall pay all charges for any BA Offered Service provided to AT&T (including, but not limited to, any BA Offered Service provided to AT&T for resale to AT&T's Customers), if the BA Offered Service is ordered, activated or used by AT&T, AT&T's Customer or another person.

42.2 With respect to tariffed Audiotex services (including Dial-It services) provided by BA or BA Customers, AT&T agrees to either bill and collect the charges for calls to such services by AT&T's local service Customers, or to block access to such calls. If AT&T elects to bill and collect charges for calls to tariffed Audiotex services (including Dial-It services) provided by BA or BA Customers, the Parties agree to negotiate a mutually acceptable agreement for the performance of such billing and collection.

42.3 The Parties agree to negotiate a mutually acceptable reciprocal billing and collection agreement for their respective alternately billed local and intraLATA toll charges (i.e., collect, calling card and billed to third number). Under this agreement, BA will bill AT&T charges to BA local service Customers and AT&T will bill BA charges to AT&T local service Customers. BA and AT&T will compensate each other for billing these charges to their respective Customers at the same rate per billable charge record.

43. Changes in BA Offered Services

43.1 Subject to the requirements of this Agreement, BA may, at any time, add, modify or discontinue, a BA Offered Service.

43.2 BA will give AT&T notice of:

(a) Any material changes in the terms and conditions (including prices) under which BA offers a BA Offered Service;

(b) The addition of a BA Offered Service;

(c) The material modification of the operation of a BA Offered Service; and

(d) The discontinuance of a BA Offered Service.

43.3 Except as otherwise required by this Agreement or Applicable Law:

(a) The notice to be provided under Section 43.2(a) and (b) shall be given no later than three (3) business days after the earlier of: (i) the first date on which BA gives public notice of the change or addition to BA's own end user retail Customers; or (ii) (A) if a publicly available Tariff filing with the Commission or the Federal Communications Commission is made by BA, the date on which such filing is made, or (B) if a publicly available Tariff filing with the Commission or the Federal Communications Commission is not made by BA, the date on which the change or the addition becomes effective; and

(b) The notice to be provided under Section 43.2(c) and (d) shall be provided at least sixty (60) days prior to the time the material modification or the discontinuance becomes effective.

43.4 The notice to be provided under Section 43.2 may be provided in writing or electronically, including, but not limited to, by allowing AT&T to access a data base or Internet site containing the applicable information.

44. Customer Contact

44.1.1 Except as otherwise provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T Customers with regard to services and products (including, but not limited to, resold BA Offered Services) provided, or to be provided, by AT&T to AT&T's Customers.

44.1.2 Without in any way limiting Section 44.1.1, AT&T shall be the single and sole point of contact for AT&T's Customers: (a) to request information about or provision of services (including, but not limited to, resold BA Offered Services) which they wish to purchase from AT&T; (b) to change, terminate, or request information about, assistance in using, or repair or maintenance of, services (including, but not limited to, resold BA Offered Services) which they have purchased from AT&T; (c) to make inquiries concerning AT&T's bills, and charges for AT&T's services (including, but not limited to, resold BA Offered Services); and, (d) if the AT&T Customers receive dial tone line service from AT&T, to report and request assistance with regard to annoyance calls.

44.1.3 AT&T shall establish telephone numbers at which AT&T's Customers may communicate with AT&T and shall make reasonable efforts to advise AT&T's Customers who may wish to communicate with AT&T of these telephone numbers.

44.2 BA shall provide to BA's employees who are reasonably likely to communicate, either by telephone or face-to-face, with AT&T's Customers during the service provisioning or maintenance processes, such training as shall be reasonably necessary for those employees to conform to the requirements of this Agreement with regard to their contact with AT&T Customers.

45. BA Resale Services

45.1 Availability and Use

45.1.1 BA shall provide BA Resale Services to AT&T where, and to the same extent, that BA provides BA Resale Services to BA's own end user retail Customers.

45.1.2 BA Resale Services may be purchased by AT&T under this Agreement only for the purpose of resale by AT&T as a Telecommunications Carrier. BA Resale Services to be purchased by AT&T for other purposes (including, but not limited to, AT&T's own use) must be purchased by AT&T pursuant to separate written agreements, including, but not limited to, applicable BA Tariffs. AT&T may purchase BA Resale Services under this Agreement for resale to AT&T's Affiliates if AT&T resells such BA Resale Services to AT&T's Affiliates as a Telecommunications Carrier pursuant to terms and conditions

that comply with all applicable Commission rules, including non-discrimination rules.

45.1.3 BA Resale Services shall include contract and other customer-specific offerings. Within one (1) week of the Commission's approval of this Agreement, and thereafter, on an on-going basis, within one (1) week of the service-effective date of any contract or customer-specific offering or amendment thereof, BA shall file with the Commission under proprietary seal copies of all effective offerings of Telecommunications Services that are not otherwise available for public inspection and shall provide AT&T, or make publicly available, a summary of such offerings that includes all prices, price-affecting terms and conditions, and qualifying terms and conditions. The summary shall be sufficiently detailed to enable the Parties to calculate the rates for services with all applicable discounts. AT&T will not object to the redaction of customer specific identifying information from the summary, provided that no price, price affecting term or condition, or qualification term or condition, may be redacted. No terms or conditions excluded from the summary will be relied on by BA to deny AT&T's order for the offering. In the event that the provision of the FCC order that is the basis for this Section 45.1.3 is modified or overturned, AT&T agrees to return all copies of documents provided by BA under this Section 45.1.3 and to make no further use of the information contained in those documents, and BA shall have no further obligation to file, provide to AT&T, or make publicly available, summaries of the prices, terms and conditions, except as otherwise required under Applicable Law.

45.2 Restrictions on Resale

45.2.1 Except as otherwise provided in the Principal Document or authorized by the Commission or the FCC, BA Resale Services shall not be subject to any category-to-category restrictions.

45.2.2 AT&T shall not sell residential BA Resale Services to Customers who are ineligible to subscribe to such BA Resale Services from BA.

45.2.3 AT&T shall not sell Lifeline or any other means-tested BA Resale Service offerings to Customers who are not eligible to subscribe to such service offerings from BA.

45.2.4 AT&T shall not sell grandfathered BA Resale Services to Customers who are ineligible to subscribe to such BA Resale Services from BA.

45.2.5 The Parties agree to negotiate the applicability of any category-to-category restriction on the resale of BA Resale Services proposed by BA in the future.

45.3 Service Parity

45.3.1 BA shall provide BA Resale Services, such that, for all call types, an AT&T Customer served by resold BA Resale Services is not required to dial any greater number of digits than a similarly-situated BA Customer to make calls to the same destination.

45.3.2 BA shall provide BA Resale Services, such that: (a) an AT&T Customer served by the resold BA Resale Services can complete calls to the same locations as a similarly-situated BA Customer; (b) an AT&T Customer served by the resold BA Resale Services may subscribe to the same extended calling area(s) available to a similarly-situated BA Customer; (c) 1+ intraLATA toll services and Primary Interexchange Carrier ("PIC") 1+ and dial-around (e.g., Carrier Identification Code) services are available to an AT&T Customer served by the resold BA Resale Services on the same basis as they are offered to a similarly-situated BA Customer; and, (d) the post-dial delay (time elapsed between the last digit dialed and first network response), call completion rate, transmission quality, dial tone, ring, and capability for dial/pulse or touch-tone recognition, are provided at Parity.

45.3.3 The Parties agree that a BA Customer, or an AT&T Customer served by a resold BA Resale Service dial tone line, may retain its local telephone number when changing its Telephone Exchange Service provider from one Party to the other Party, if the Customer remains at the same location, retains the same type and class of Telephone Exchange Service, and continues to be served by a BA Resale Service dial tone line.

45.3.4 The Parties agree that a BA Customer, or an AT&T Customer served by a resold BA Resale Service dial tone line, may retain its Telephone Exchange Service without unreasonable interruption of such service when changing its Telephone Exchange Service provider from one Party to the other Party, if the Customer remains at the same location, retains the same type and class of Telephone Exchange Service, and continues to be served by a BA Resale Service dial tone line.

45.3.5 Nothing contained within this Agreement shall require BA to permit the use, in association with resold BA Resale Service, of a Telecommunications Carrier other than BA as the presubscribed intraLATA toll service provider, prior to the time that BA makes generally available to BA's own end user retail Customers who are similarly situated to AT&T's Customers the ability to use a Telecommunications Carrier other than BA as their presubscribed intraLATA toll service provider.

45.3.6 To the extent technically feasible, a BA Resale Service provided by BA to AT&T shall be provided at Parity.

45.4 Billing For BA Resale Services

45.4.1 BA shall bill AT&T for BA Resale Services provided to AT&T in accordance with the terms and conditions of this Agreement, including, but not limited to, the terms and conditions in Attachment 6.

45.4.2 BA shall recognize AT&T as the customer of record for all BA Resale Services provided to AT&T and send all notices, bills and other pertinent information directly to AT&T.

45.5 Specific BA Resale Services

45.5.1 The BA Resale Services that AT&T may purchase for resale, include, but are not limited to, the BA Resale Services listed in this Section 45.5.

45.5.2 Centrex

45.5.2.1 AT&T may purchase for resale any Centrex Telecommunications Service that BA provides at retail to BA subscribers who are not Telecommunications Carriers.

45.5.2.2 AT&T shall pay applicable charges, as set forth in this Agreement, to suppress the need for AT&T Customers served by resold Centrex Telecommunications Service to dial "9" when placing calls outside the Centrex System.

45.5.3 CLASS, Custom Calling, IQ, and AIN Based Services

AT&T may purchase for resale any BA CLASS, Custom Calling, IQ, or Advanced Intelligent Network ("AIN") based, Telecommunications Service that BA provides at retail to BA subscribers who are not Telecommunications Carriers.

45.5.4 Call Blocking Services

Upon request by AT&T, BA will provide for use on BA Resale Service dial tone lines which are resold by AT&T such call blocking services (including, but not limited, to 700, 900 and Audiotex call blocking services) as BA provides to BA's own end user retail Customers, where and to the extent BA provides such call blocking services to BA's own end user retail Customers.

45.5.5 Voluntary Federal Customer Financial Assistance Programs

AT&T may purchase for resale to eligible AT&T Customers any Telecommunications Service that BA provides at retail to BA subscribers who are not Telecommunications Carriers and who are eligible for government established programs for low-income Customers, such as the Voluntary Federal Customer Financial Assistance Program, Link-Up America, and Directory Assistance-Exempt.

45.5.6 Telecommunications Relay Service

Where and to the extent BA provides Telecommunications Relay Service to BA's own end user retail Customers, BA shall make such Telecommunications Relay Service available to AT&T for use by AT&T Customers served by resold BA Resale Service dial tone lines.

45.5.7 Coin Services

AT&T may purchase for resale any coin Telecommunications Service (including, but not limited to, semi-public coin business service, coin customer-owned, coin-operated telephone ("COCOT") line service, and coinless COCOT line service), that BA provides at retail to BA subscribers who are not Telecommunications Carriers.

46. Unbundled Network Elements

Upon request by AT&T, and pursuant to the provisions of this Agreement, BA will provide to AT&T Network Elements as set forth in Attachment 2.

46.1 The Parties agree that a BA Customer, or an AT&T Customer served by a combination of BA local loop and switching Network Elements, may retain its local telephone number when changing

its Telephone Exchange Service provider from one Party to the other Party, if the Customer remains at the same location, and continues to be served by a BA Resale Service dial tone line or a combination of BA loop and local switching Network Elements using the same BA network facilities.

46.2 The Parties agree that a BA Customer, or an AT&T Customer served by a combination of BA local loop and switching Network Elements, may retain its Telephone Exchange Service without unreasonable interruption of such service when changing its Telephone Exchange Service provider from one Party to the other Party, if the Customer remains at the same location, and continues to be served by a BA Resale Service dial tone line or a combination of BA local loop and switching Network Elements using the same BA network facilities.

47. Support Functions

47.1 E911/911 Services

47.1.1 Where and to the extent BA provides E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") to BA's own end user retail Customers, BA shall provide to AT&T, for resold BA Resale Service dial tone lines, E911/911 call routing to the appropriate PSAP. BA shall provide AT&T Customer information for resold BA Resale Service dial tone lines to the PSAP as that information is provided to BA by AT&T where and to the same extent that BA provides BA Customer information to the PSAP. BA shall update and maintain, on the same schedule that BA uses for BA's own end user retail Customers, for AT&T Customers served by resold BA Resale Service dial tone lines, the Customer information in BA's E911 databases. To the extent technically feasible, the services provided by BA to AT&T under this Section 47.1.1 shall be provided at Parity.

47.1.2 Where AT&T provides service to AT&T's customers by a means other than through BA Resale Service dial tone lines (for instance, through unbundled Network Elements provided by BA), at such time as BA makes available to AT&T an electronic interface for entering E911 Customer information into the appropriate E911 databases, AT&T shall be responsible for entering E911 Customer Information into the appropriate E911 databases. The electronic interface will be available no earlier than September 30, 1997. Prior to availability of the electronic interface, existing processes will be used and AT&T

will provide E911 Customer information for AT&T Customers to BA for entry by BA into the appropriate BA E911 databases.

47.1.3 To the extent that it is necessary (whether as a requirement of Applicable Law or otherwise) for AT&T to enter into any agreements or other arrangements with governmental entities (or governmental entity contractors) related to E911/911 in order for AT&T to provide Telecommunications Services, AT&T shall at AT&T's expense enter into such agreements and arrangements.

47.2 Routing to Repair, Directory Assistance and Operator Services

47.2.1 Each Party will provide its Customers with a toll-free or ordinary telephone number to call for repair services and will not use 611 for this or any other purpose. The Parties agree to a three stage transition process to implement this requirement:

47.2.1.1 During Stage 1, which will end statewide on or before March 31, 1997, calls to 611 will be answered in the current manner. BA will provide AT&T local service Customers who dial 611 with a toll free or ordinary telephone number specified by AT&T to contact AT&T.

47.2.1.2 During Stage 2, which will begin statewide on or before March 31, 1997 and end statewide on or before December 31, 1997, calls to 611 will be answered by an announcement only (there will be no human intercept or call transfer capability) as follows:

(a) The caller will be informed that he/she has reached BA repair.

(b) The caller will be given BA's toll free or ordinary telephone number for repair services.

(c) Customers of other local service providers will be instructed to call their local service provider for repair services.

47.2.1.3 During Stage 3, which will begin statewide on or before December 31, 1997, calls to 611 will be answered by an announcement only (there will be no human intercept or call transfer capability) as follows:

(a) Callers will be informed that 611 is no longer a valid number and will be instructed to contact their local service provider.

(b) No local service provider, including BA, will be named in the announcement.

47.2.1.4 The Parties agree that the provisions of this Section 47.2.1 shall not prejudice any arguments either of them may make concerning the appropriate use of N11 codes.

47.2.2 BA will begin to implement the capability of rerouting to AT&T's platforms directory assistance traffic from AT&T Customers served by resold BA Resale Service dial tone lines (including 411 and 555-1212) and operator services traffic from AT&T Customers served by resold BA Resale Service dial tone lines (including 0+ and 0- intraLATA calls), by April 1, 1997 and will complete implementation of this capability by June 30, 1997 in the switches requested at least ninety (90) days in advance by AT&T. BA will use its best efforts to accommodate AT&T's requests as to the sequence of implementing this capability in particular switches on a nondiscriminatory basis.

47.3 Emergency Public Agency Telephone Numbers

BA and AT&T shall provide to each other the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX, including all changes, alterations, modifications, and updates, to such information.

47.4 LSV/VCI

BA and AT&T agree to interconnect their Local Operator Service systems to provide, in accordance with Attachment 15, Line Status Verification and Verification with Call Interruption ("LSV/VCI") services.

47.5 Line Information Database

BA shall maintain Customer information (including restricted collect and third-number billing notation) for AT&T Customers who subscribe to resold BA Resale Service dial tone lines, in BA's Line Information Database ("LIDB") where and to the same extent that BA maintains information in BA's LIDB on BA's own end-user retail Customers. BA shall update and maintain, on the same schedule that it uses for BA's own end-user retail Customers, the AT&T Customer information in BA's LIDB. To the

extent technically feasible, the services provided by BA to AT&T under this Section 47.5 shall be provided at Parity.

47.6 Telephone Line Number Calling Card Numbers

If an end-user terminates BA Resale Service dial tone line service provided to the end-user by BA and, in place thereof, subscribes to AT&T for resold BA Resale Service dial tone line service, BA will remove from BA's LIDB any BA-assigned telephone line calling card number (including area code) ("TLN") and Personal Identification Number ("PIN") associated with the terminated BA Resale Service dial tone line service. The BA-assigned TLN and PIN will be removed from BA's LIDB within twenty-four (24) hours after BA terminates the BA Resale Service dial tone line service with which the numbers were associated. AT&T may issue a new telephone calling card to such Customer, utilizing the same TLN, and the same or a different PIN. Upon request by AT&T, BA will enter such TLN and PIN in BA's LIDB for calling card validation purposes.

47.7 Law Enforcement and Service Annoyance

BA and AT&T will develop mutually-agreed procedures to handle requests from law enforcement agencies for service termination, assistance with electronic surveillance, and provision of Customer information, pursuant to Applicable Law, and procedures to handle Customer complaints about harassing or annoying calls. Such procedures will include, but not be limited to, a process for the Parties to interface with each other regarding law enforcement and service annoyance issues on a 24 hour per day, seven days per week basis.

47.8 Intercept Services

AT&T may order any Intercept Telecommunications Services that BA provides at retail to BA subscribers who are not Telecommunications Carriers. Such services will be made available for use by AT&T's Customers where and to the same extent as such services are made available to BA's own end user retail Customers. To the extent technically feasible, the services provided by BA to AT&T under this Section 47.8 shall be provided at Parity.

48. Directory Listings

48.1 As used in this Section 48, references to an AT&T Customer's "Listing" shall mean such AT&T Customer's name,

address and telephone number. Upon request by AT&T, BA will provide the Listing services described in this Section 48.

48.2 BA will include a primary Listing for an AT&T Customer in BA's White Pages telephone directory (residence and business Listings) and BA's Yellow Pages telephone directory (business Listings), that covers the service address of the AT&T Customer. Listings for AT&T Customers will be interfiled with the listings of other persons in BA's telephone directories in accordance with the standard alphabetical or other order for listings in such telephone directories. Where there are two telephone numbers for the same resold BA dial tone line due to the implementation of Interim Local Number Portability, only the ported number will be included in the Listing.

48.3 BA will provide BA White Pages additional Listings for an AT&T Customer.

48.4 BA will include in BA's directory assistance database and in any BA electronic directories in which BA's own end user retail Customers are ordinarily included a Listing for AT&T Customers. Such service will be provided where and to the same extent that BA provides this service to BA's own end user retail Customers. To the extent technically feasible, the service provided by BA to AT&T under this Section 48.4 shall be provided at Parity.

48.5 Where a Customer for a BA Resale Service dial tone line resold by AT&T elects not to have a Listing in a telephone directory, electronic directory and/or BA's directory assistance database, AT&T shall purchase the applicable service to effect this (e.g., BA private number, non-published listing, or non-listed number, service).

48.6 BA shall deliver BA White Pages and BA Yellow Pages telephone directories to AT&T Customers. Timing of such delivery and the determination of which primary telephone directories shall be delivered (by Customer address, NPA/NXX, or other criteria), and the number of telephone directories to be provided per AT&T Customer, shall be provided under the same terms and conditions that BA delivers primary telephone directories to BA's own similarly situated Customers. These deliveries will be made for no additional charge. AT&T may request additional telephone directories from BA's Directory Fulfillment Centers for AT&T's Customers, which Centers will provide such additional telephone directories for the same

charges applicable to comparable requests by BA's own Customers.

48.7 BA shall provide the following White and Yellow Pages Directory Listing criteria to AT&T not later than ten (10) days after the Effective Date of this Agreement, and shall provide all changes to such Directory Listing criteria at the same time such changes are provided to BA's own directory listings Customer contact personnel:

(a) Classified heading information;

(b) Rules for White Pages and Yellow Pages listings, other than information which is publicly available in BA's Tariffs (e.g., eligibility for free White and Yellow Pages listings, space restrictions, unlisted and unpublished listings, abbreviated listings, foreign listings, and heading requirements);

(c) Publication schedules for White Pages and Yellow Pages Directories;

(d) Identification of the coverage areas of Telephone Directories by NPA/NXX;

(e) Telephone directory delivery schedules;

(f) Restrictions, if any, on number of Telephone Directories provided at no charge to a Customer; and

(g) Processes and terms and conditions for obtaining foreign Telephone Directories from BA.

48.8 AT&T shall provide to BA daily listing information on all new AT&T Customers in the format required by BA or a mutually agreed upon industry standard format. The information shall include the AT&T Customer's name, telephone number, address, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the AT&T Customer desires to be placed, and any other information necessary for the publication and delivery of directories. AT&T shall also provide BA with daily listing information showing (a) AT&T Customers that have disconnected or terminated their service with AT&T, and (b) any changes in daily listing information that was previously provided by AT&T.

48.9 Upon written request by AT&T, BA shall include in the customer information section of any BA telephone directory distributed in any area where AT&T is providing Telephone Exchange Service at the closing date for entry of material in the BA telephone directory, telephone numbers for AT&T customer sales, service and repair, and such other service related information as may be agreed upon by the Parties, including AT&T trademarks and logos. Such information shall be provided by AT&T to BA in the format required by BA no later than the closing date for entry of such material in the BA telephone directory. BA shall provide AT&T with a list of the applicable closing dates for BA's Telephone Directories.

48.10 AT&T shall adhere to all practices, standards and requirements (including, but not limited to, ethics standards), of BA with regard to Listings. By providing Listings to BA, AT&T warrants that it has the authority to place such Listings on behalf of AT&T's Customers, that the address and telephone number information in the Listings submitted to BA is accurate, and that the Customer name information in the Listings submitted to BA accurately states the Customer name information requested for the Listings by the Customers. AT&T shall take commercially reasonable action to attempt to assure that any AT&T Customer to be listed has the right and is authorized to (a) provide the product or service offered by the Customer, and (b) use any personal or corporate name, trade name, trade mark, service mark or other language contained in the Listing. In addition, AT&T agrees to indemnify, defend and hold harmless, BA, BA's Affiliates, and the directors, officers, employees, Agents and contractors of BA and BA's Affiliates, from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's listing of the Listing information provided by AT&T hereunder.

48.11 THE LIABILITY, IF ANY, OF BA, BA'S AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OF BA AND BA'S AFFILIATES, TO AT&T, AT&T'S CUSTOMERS AND/OR ANY OTHER PERSON, FOR ANY CLAIM, LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A FAILURE TO INSTALL, RESTORE, PROVIDE OR TERMINATE A LISTING IN A WHITE PAGES DIRECTORY, YELLOW PAGES DIRECTORY, ELECTRONIC DIRECTORY, DIRECTORY ASSISTANCE DATABASE, OR OTHER PUBLICATION OR DATABASE, OR FROM ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT, FAULT, FAILURE, OR DEFICIENCY, IN A LISTING, IN A WHITE PAGES DIRECTORY, YELLOW PAGES DIRECTORY, ELECTRONIC DIRECTORY, DIRECTORY ASSISTANCE DATABASE, OR OTHER PUBLICATION OR

DATABASE, SHALL BE LIMITED AND/OR EXCLUDED AS SET FORTH IN SECTION 23 FOR BA OFFERED SERVICES.

48.12 AT&T agrees to take, with respect to AT&T's Customers, all reasonable steps to assure that AT&T's and BA's liability to AT&T's Customers in the event of an error in or omission of a Listing shall be subject to limitations of liability comparable to the limitations of BA's liability under this Agreement.

49. **Information**

49.1 Subscriber List Information

49.1.1 Under a separate license agreement, BA shall provide to AT&T access to all published BA Subscriber List Information to the same extent, and on the same terms and conditions (including prices), that BA provides BA Subscriber List Information to third parties who are similarly situated to AT&T. Such license agreement shall specify the terms and conditions under which, and the media on which, the Subscriber List Information is available.

49.1.2 Unless authorized by AT&T, BA shall not provide AT&T Customer Subscriber List Information to third parties. If AT&T does authorize BA to provide AT&T Customer Subscriber List Information to third parties, BA shall have the right to exclusively retain any compensation received from third parties for performing this activity and shall not be obligated to account to AT&T or compensate AT&T for provision of the AT&T Customer Subscriber List Information to third parties.

49.2 Directory Assistance Information

The Parties acknowledge that they have not reached agreement with regard to AT&T's request that BA provide to AT&T BA directory assistance database information, and updates to such information, on other than a listing-by-listing basis through a query to BA's directory assistance database (including, but not limited to, on magnetic tape, magnetic disk or similar media). This section will be revised as required by or as necessary to comply with Applicable Law.

50. **Ordering Processes**

50.1 BA will provide to AT&T the capabilities for ordering and provisioning set forth in Attachment 4.

50.2.1 BA will provide to AT&T customer usage data in accordance with Attachment 7.

50.2.2 If AT&T wishes BA to record and provide to AT&T Customer usage information and other billing information that BA does not record when furnishing a Telecommunications Service to BA's own end user retail Customers (e.g., usage on flat rated lines), BA will, to the extent BA's switch suppliers offer a generic software capability that permits such recording on a line-by-line basis, negotiate with AT&T terms, conditions and prices pursuant to which BA will record and provide such information to AT&T.

51. Testing

51.1 To the extent service readiness or operations readiness testing may not have been conducted or concluded pursuant to a separate testing agreement between the Parties, the Parties shall mutually develop and implement a plan and schedule to test the interconnection of their respective gateway interfaces and the operation of their operational support systems. The testing shall be conducted in accordance with this Agreement and Applicable Law.

51.2 During the term of this Agreement, the Parties will participate in such cooperative testing as is provided for in this Agreement, including, but not limited to, cooperative testing pursuant to Attachment 2, Section 15.1, and such other cooperative testing as they may mutually agree to conduct.

PART III

AT&T OFFERED SERVICES AND RELATED MATTERS

52. AT&T Offered Services

52.1 Upon request by BA, and pursuant to the provisions of this Agreement, AT&T will provide to BA AT&T Offered Services, including, but not limited to, any AT&T Resale Services that are available to AT&T Customers.

52.2 All AT&T Offered Services offered by AT&T to BA are subject to the terms and conditions (including prices) of this Agreement, even though the AT&T Offered Services may not be specifically listed or described in the Principal Document.

53. Charges for AT&T Offered Services

BA shall be responsible for and shall pay all charges for any AT&T Offered Service provided to BA (including, but not limited to, any AT&T Offered Service provided to BA for resale to BA's Customers), if the AT&T Offered Service is ordered, activated or used by BA, BA's Customer or another person.

54. Changes in AT&T Offered Services

54.1 Subject to the requirements of this Agreement, AT&T may, at any time, add, modify or discontinue, an AT&T Offered Service.

54.2 AT&T will give BA notice of:

(a) Any material changes in the terms and conditions (including prices) under which AT&T offers an AT&T Offered Service;

(b) The addition of an AT&T Offered Service;

(c) The material modification of the operation of an AT&T Offered Service; and

(d) The discontinuance of an AT&T Offered Service.

54.3 Except as otherwise required by this Agreement or Applicable Law:

(a) The notice to be provided under Section 54.2(a) and (b) shall be given no later than three (3) business days after the earlier of: (i) the first date on which AT&T gives public notice of the change or addition to AT&T's own end user retail Customers; or (ii) (A) if a publicly available Tariff filing with the Commission or the Federal Communications Commission is made by AT&T, the date on which such filing is made, or (B) if a publicly available Tariff filing with the Commission or the Federal Communications Commission is not made by AT&T, the date on which the change or the addition becomes effective; and

(b) The notice to be provided under Section 54.2(c) and (d) shall be provided at least sixty (60) days prior to the time the material modification or the discontinuance becomes effective.

54.4 The notice to be provided under Section 54.2 may be provided in writing or electronically, including, but not limited to, by allowing BA to access a data base or Internet site containing the applicable information.

55. **Customer Contact**

55.1.1 Except as otherwise provided in this Agreement, BA shall be the single and sole point of contact for all BA Customers with regard to services and products (including, but not limited to, resold AT&T Offered Services) provided, or to be provided, by BA to BA's Customers.

55.1.2 Without in any way limiting Section 55.1.1, BA shall be the single and sole point of contact for BA's Customers: (a) to request information about or provision of services (including, but not limited to, resold AT&T Offered Services) which they wish to purchase from BA; (b) to change, terminate, or request information about, assistance in using, or repair or maintenance of, services (including, but not limited to, resold AT&T Offered Services) which they have purchased from BA; (c) to make inquiries concerning BA's bills, and charges for BA's services (including, but not limited to, resold AT&T Offered Services); and, (d) if the BA Customers receive dial tone line service from BA, to report and request assistance with regard to annoyance calls.

55.1.3 BA shall establish telephone numbers at which BA's Customers may communicate with BA and shall make reasonable

efforts to advise BA's Customers who may wish to communicate with BA of these telephone numbers.

55.2 AT&T shall provide to AT&T's employees who are reasonably likely to communicate, either by telephone or face-to-face, with BA's Customers during the service provisioning or maintenance processes, such training as shall be reasonably necessary for those employees to conform to the requirements of this Agreement with regard to their contacts with BA Customers.

56. **AT&T Resale Services**

56.1 Availability and Use

56.1.1 AT&T shall provide AT&T Resale Services to BA where, and to the same extent, that AT&T provides AT&T Resale Services to AT&T's own end user retail Customers.

56.1.2 AT&T Resale Services may be purchased by BA under this Agreement only for the purpose of resale by BA as a Telecommunications Carrier. AT&T Resale Services to be purchased by BA for other purposes (including, but not limited to, BA's own use) must be purchased by BA pursuant to separate written agreements, including, but not limited to, applicable AT&T Tariffs. BA may purchase AT&T Resale Services under this Agreement for resale to BA's Affiliates if BA resells such AT&T Resale Services to BA's Affiliates as a Telecommunications Carrier pursuant to terms and conditions that comply with all applicable Commission rules, including non-discrimination rules.

56.1.3 AT&T Resale Services shall include contract and other customer-specific offerings. Within one (1) week of the Commission's approval of this Agreement, or within ten (10) days after AT&T becomes a Local Exchange Carrier, whichever is later, and thereafter, on an on-going basis, within one (1) week of the service-effective date of any contract or customer-specific offering or amendment thereof, AT&T shall file with the Commission under proprietary seal copies of all effective offerings of Telecommunications Services that are not otherwise available for public inspection and shall provide BA, or make publicly available, a summary of such offerings that includes all prices, price-affecting terms and conditions, and qualifying terms and conditions. The summary shall be sufficiently detailed to enable the Parties to calculate the rates for services with all applicable

discounts. BA will not object to the redaction of customer specific identifying information from the summary, provided that no price, price affecting term or condition, or qualification term or condition, may be redacted. No terms or conditions excluded from the summary will be relied on by AT&T to deny BA's order for the offering. In the event that the provision of the FCC order that is the basis for this Section 56.1.3 is modified or overturned, BA agrees to return all copies of documents provided by AT&T under this Section 56.1.3 and to make no further use of the information contained in those documents, and AT&T shall have no further obligation to file, provide to BA, or make publicly available, summaries of the prices, terms and conditions, except as otherwise required under Applicable Law.

56.2 Restrictions on Resale

56.2.1 Except as otherwise provided in the Principal Document or authorized by the Commission or the FCC, AT&T Resale Services shall not be subject to any category-to-category restrictions.

56.2.2 BA shall not sell residential AT&T Resale Services to Customers who are ineligible to subscribe to such AT&T Resale Services from AT&T.

56.2.3 BA shall not sell Lifeline or any other means-tested AT&T Resale Service offerings to Customers who are not eligible to subscribe to such service offerings from AT&T.

56.2.4 BA shall not sell grandfathered AT&T Resale Services to Customers who are ineligible to subscribe to such AT&T Resale Services from AT&T.

56.2.5 The Parties agree to negotiate the applicability of any category-to-category restriction on the resale of AT&T Resale Services proposed by AT&T in the future.

56.3 Service Parity

56.3.1 AT&T shall provide AT&T Resale Services, such that, for all call types, a BA Customer served by resold AT&T Resale Services is not required to dial any greater number of digits than a similarly-situated AT&T Customer to make calls to the same destination.

56.3.2 AT&T shall provide AT&T Resale Services, such that:
(a) a BA Customer served by the resold AT&T Resale Services

can complete calls to the same locations as a similarly-situated AT&T Customer; (b) a BA Customer served by the resold AT&T Resale Services may subscribe to the same extended calling area(s) available to a similarly-situated AT&T Customer; (c) 1+ intraLATA toll services and Primary Interexchange Carrier ("PIC") 1+ and dial-around (e.g., Carrier Identification Code) services are available to a BA Customer served by the resold AT&T Resale Services on the same basis as they are offered to a similarly-situated AT&T Customer; and, (d) the post-dial delay (time elapsed between the last digit dialed and first network response), call completion rate, transmission quality, dial tone, ring, and capability for dial/pulse or touch-tone recognition, are provided at Parity.

56.3.3 The Parties agree that an AT&T Customer, or a BA Customer served by a resold AT&T Resale Service dial tone line, may retain its local telephone number when changing its Telephone Exchange Service provider from one Party to the other Party, if the Customer remains at the same location, retains the same type and class of Telephone Exchange Service, and continues to be served by an AT&T Resale Service dial tone line.

56.3.4 The Parties agree that an AT&T Customer, or a BA Customer served by a resold AT&T Resale Service dial tone line, may retain its Telephone Exchange Service without unreasonable interruption of such service when changing its Telephone Exchange Service provider from one Party to the other Party, if the Customer remains at the same location, retains the same type and class of Telephone Exchange Service, and continues to be served by an AT&T Resale Service dial tone line.

56.3.5 To the extent technically feasible, an AT&T Resale Service provided by AT&T to BA shall be provided at Parity.

56.4 Billing For AT&T Resale Services

56.4.1 AT&T shall bill BA for AT&T Resale Services provided to BA in accordance with the terms and conditions of this Agreement, including, but not limited to, the terms and conditions in Attachment 6.

56.4.2 AT&T shall recognize BA as the customer of record for all AT&T Resale Services provided to BA and send all notices, bills and other pertinent information directly to BA.

57. Support Functions

57.1 E911/911 Services

Where and to the extent AT&T provides E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") to AT&T's own end user retail Customers, AT&T shall provide to BA, for resold AT&T Resale Service dial tone lines, E911/911 call routing to the appropriate PSAP. AT&T shall provide BA Customer information for resold AT&T Resale Service dial tone lines to the PSAP as that information is provided to AT&T by BA where and to the same extent that AT&T provides AT&T Customer information to the PSAP. AT&T shall update and maintain, on the same schedule that AT&T uses for AT&T's own end user retail Customers, the BA Customer information in AT&T's E911 databases. To the extent technically feasible, the services provided by AT&T to BA under this Section 57.1 shall be provided at Parity.

57.2 Directory Assistance and Operator Service Traffic

Upon request by BA, AT&T will implement the capability of rerouting to BA's platforms directory assistance traffic from BA Customers served by resold AT&T Resale Service dial tone lines (including 411 and 555-1212) and operator services traffic from BA Customers served by resold AT&T Resale Service dial tone lines (including 0+ and 0- intraLATA calls). Implementation will be completed, as to a particular switch as to which rerouting is requested by BA, within ninety (90) days after the request by BA. AT&T will use its best efforts to accommodate BA's requests as to the sequence of implementing this capability in particular switches on a nondiscriminatory basis.

57.3 Line Information Database

AT&T shall maintain Customer information (including restricted collect and third-number billing notation) for BA Customers who subscribe to resold AT&T Resale Service dial tone lines, in AT&T's Line Information Database ("LIDB") where and to the same extent that AT&T maintains information in AT&T's LIDB on AT&T's own end-user retail Customers. AT&T shall update and maintain, on the same schedule that it uses for AT&T's own end-user retail Customers, the BA Customer information in AT&T's LIDB. To the extent technically feasible, the services provided by AT&T to BA under this Section 57.3 shall be provided at Parity.

57.4 Telephone Line Number Calling Card Numbers

If an end-user terminates AT&T Resale Service dial tone line service provided to the end-user by AT&T and, in place thereof, subscribes to BA for resold AT&T Resale Service dial tone line service, AT&T will remove from AT&T's LIDB any AT&T-assigned telephone line calling card number (including area code) ("TLN") and Personal Identification Number ("PIN") associated with the terminated AT&T Resale Service dial tone line service. The AT&T-assigned TLN and PIN will be removed from AT&T's LIDB within twenty-four (24) hours after AT&T terminates the AT&T Resale Service dial tone line service with which the numbers were associated. BA may issue a new telephone calling card to such Customer, utilizing the same TLN, and the same or a different PIN. Upon request by BA, AT&T will enter such TLN and PIN in AT&T's LIDB for calling card validation purposes.

57.5 Intercept Services

BA may order any Intercept Telecommunications Services that AT&T provides at retail to AT&T subscribers who are not Telecommunications Carriers. Such services will be made available for use by BA's Customers where and to the same extent as such services are made available to AT&T's own end user retail Customers. To the extent technically feasible, the services provided by AT&T to BA under this Section 57.5 shall be provided at Parity.

In witness whereof, Bell Atlantic--Virginia, Inc., and AT&T Communications of Virginia, Inc., each acting by its authorized representative, execute this Agreement:

Bell Atlantic--Virginia,
Inc., by,

AT&T Communications of
Virginia, Inc., by,

Signature

Signature

Name

Name

Title

Title

Date

Date

TABLE OF CONTENTS

PRICE SCHEDULE

- Section 1. General Principles
- Section 2. Non-Discriminatory Treatment
- Section 3. Local Service Resale
- Section 4. Interconnection and Reciprocal Compensation
- Section 5. Network Elements

PRICE SCHEDULE

Section 1. General Principles

1.1 Subject to Section 2.4 of the Agreement, all rates and discounts provided under this Agreement shall remain in effect for the term of this Agreement unless (1) modified by order of the FCC or Commission, as the case may be, or (2) otherwise provided herein. Except as otherwise noted in Table 1, the rates and discounts listed in Table 1 below on the Effective Date for: (1) Network Elements, and (2) call transport and/or termination for Local Traffic purchased for the provision of Telephone Exchange Service or exchange access service, are interim rates. To the extent that interim rates reference existing BA or AT&T Tariffs, those rates shall follow the referenced Tariffs for the interim. Interim rates shall be replaced on a prospective basis by such permanent rates applicable to: (1) Network Elements, and (2) call transport and/or termination for Local Traffic purchased for the provision of Telephone Exchange Service or exchange access service, as may be approved by the Commission and, if appealed, as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Attachment 1, Table 1A, setting forth such rates, which Table 1A the Parties shall update as necessary in accordance with the terms of this Section. Rates for exchange access services purchased by either Party for use in the provision of toll service to end user customers are not affected by this Agreement.

1.2 Unless otherwise agreed, the Parties shall pay only the rates set forth in Attachment 1 for the Offered Services identified in this Agreement.

Section 2. Non-Discriminatory Treatment

BA shall offer rates to AT&T in accordance with all applicable sections of this Agreement.

Section 3. Local Service Resale

The rates that AT&T shall pay to BA for Resale Services shall be an amount equal to tariffed rates for each retail Telecommunications Service subject to wholesale pricing, or, if such retail Telecommunications Service is not tariffed, the retail rates for such Telecommunications Service as set forth in contracts, customer-specific offerings, price lists, price schedules or other agreements or documents, as reduced by the applicable percentage amount set forth in Table 1. If BA revises such tariffed or non-tariffed retail rates during the term of this Agreement, the applicable percentage amount shall be applied to the revised tariffed or non-tariffed retail rates. Unless otherwise specifically agreed between the Parties, the discount shall apply to those BA Telecommunications Services required to be offered at a wholesale rate in accordance with Applicable Law and shall not

apply to any non-Telecommunications Services that BA may, in its sole discretion, choose to offer for resale.

Section 4. Interconnection and Reciprocal Compensation

4.1 AT&T may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment 15. In the event AT&T chooses to deliver both types of traffic over the same traffic exchange trunks, and desires application of the local call transport and termination rates, it will provide Percent Local Usage ("PLU") information to BA as set forth in Attachment 15. In the event AT&T includes both interstate and intrastate toll traffic over the same trunk, it will provide Percent Interstate Usage ("PIU") to BA as set forth in Attachment 15. BA shall have the same options, and to the extent it avails itself of them, the same obligation, to provide PIU and PLU information to AT&T.

4.2 Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.

4.3 When the Interconnection is at a BA tandem office switch, AT&T shall pay BA the rates for Tandem Termination as set forth in Table 1. BA will pay AT&T a reciprocal and symmetrical compensation rate for the termination of traffic at an AT&T tandem switch, or for the termination of traffic at AT&T's single combined Class 4/Class 5 switch, for as long as AT&T maintains a single level switching and interconnection point hierarchy. Thereafter, the pricing in Section 4.5.1 below shall apply.

4.4 AT&T may choose to establish trunking to any given end office when there is sufficient Local Traffic to route calls directly to such end office. If AT&T leases non-shared trunks from BA, AT&T will pay the transport charges for dedicated transport. To the extent shared trunks are used, the charges will be shared by both Parties in proportion to their respective use of the shared trunk facility as mutually agreed for each trunking facility.

4.5 When the interconnection is at the BA end office, BA will pay AT&T compensation based on Tandem Termination when BA originated calls are terminated to AT&T's subscribers through the termination of traffic at an AT&T tandem switch, or through the termination of traffic at AT&T's single combined Class 4/Class 5 switch for as long as AT&T maintains a single level switching and interconnection point hierarchy. Thereafter, the pricing in Section 4.5.1 below shall apply. For calls originating on AT&T's network and terminating to BA subscribers, AT&T will pay BA call termination compensation based on End Office Termination only.

4.5.1 At such time as AT&T offers any other Telecommunications Carrier access to its network at both the tandem (or functional equivalent) level and at the end office (or functional equivalent) level for the termination of Local Traffic, toll traffic, or switched exchange access traffic, it will immediately make such two-tiered interconnection available to BA for the termination of Local Traffic. At such time as BA delivers traffic to AT&T at two (2) levels in AT&T's switching hierarchy (or functional equivalent), BA-originated Local Traffic delivered to AT&T at the AT&T tandem (or functional equivalent) shall incur the same Tandem Termination rate that BA charges and BA-originated Local Traffic delivered to AT&T at the AT&T end office (or functional equivalent) shall incur the same End Office Termination rate that BA charges.

4.6 Compensation for the termination of toll traffic and the origination of 800 traffic (except that 800 traffic which terminates locally) between the interconnecting Parties shall be based on the applicable exchange access charges in accordance with Applicable Law.

4.7 Where toll traffic is completed through the donor Party's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to the porting Party's subscriber, the porting Party shall be entitled to exchange access charges collected by the donor Party, but applicable to the functions performed by the porting Party in accordance with Applicable Law.

4.8 AT&T shall pay a tandem transit rate and/or dedicated transport rates, as applicable, as set forth in Table 1 of this Attachment when AT&T uses BA facilities to terminate local traffic to a third party Telecommunications Carrier. BA shall pay AT&T an equivalent tandem transit rate and/or dedicated transport rates, as applicable, when BA uses AT&T facilities to terminate local traffic to a third party Telecommunications Carrier.

Section 5. Network Elements

The charges that AT&T shall pay to BA for Network Elements are set forth in Table 1 of this Attachment 1.

Table 1

**BELL ATLANTIC-VIRGINIA, INC. AND AT&T COMMUNICATIONS
OF VIRGINIA, INC.**

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. BA Services, Facilities, and Arrangements:

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.] access tariffs for Feature Group D service Illustrative: Interstate non-recurring: \$1, plus \$1 switched access connection charge per DS-1 trunk; DS-1 entrance facility \$210-\$212/mo.	

¹ Pursuant to the Commission's Orders in Case Nos. PUC960100, PUC960103, PUC960104, PUC960105, and PUC960113, issued on November 8, 1996, and amending Order in Case Nos. PUC960100, PUC960104, and PUC960113 issued November 13, 1996, rates as set forth herein, as applied to wholesale discount of retail Telecommunications Service are final or permanent (unless otherwise changed by the Commission), and all other rates, including rates for Network Elements, call transport and/or termination of local traffic, shall be interim rates. These interim rates shall be replaced on a prospective basis by such permanent rates as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Attachment 1, Table 1A, setting forth such rates. Table 1A may be updated from time to time by agreement of the Parties or by order of the Commission.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per interstate [BA FCC 1 sec. 19] access tariffs.	
1.c.	Tandem transit arrangements (for Interconnection between AT&T and carriers other than BA)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for IXC subtending trunks	Per interstate [BA FCC 1 sec. 6.9.1.B] for tandem switching and tandem switched transport, as applicable Illustrative: Interstate tandem switching \$.000999/mou, tandem switched transport \$.000195/mou plus \$.000045/mou/mile
1.d.	911 Interconnection	Per tariffs cited in 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem	
1.e.	Directory assistance Interconnection	Per interstate tariff BA FCC 1 sec. 9.6.B	Per interstate tariff BA FCC 1 sec. 9.6.B Illustrative: Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection
1.f.	Operator services (call completion) Interconnection	Per Attachment 17	
2.	Poles, ducts, conduits, ROW	Per Attachment 18	

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
3.a	Local loop transmission Unbundled Local Loop Element and cross-connect to Basic Links	Interim rates as follows until Commission determines permanent rates:	Interim rates as follows until Commission determines permanent rates:
	2 Wire Analog Loops (POTS Loops) & 4 Wire Loops	Service Order \$20.21 Installation for new customers, per loop \$27.02 ² Installation for existing customers, per loop \$13.91 ³	2-wire loops Monthly <u>Geographic Zone</u> ⁴ <u>Rate</u> Density Group 1 \$ 9.52 Density Group 2 \$13.31 Density Group 3 \$19.54 4-wire loop rates - two times the 2-wire rates
	ISDN Loops	<u>Service Order</u> : \$23.93 <u>Installation</u> : If premises visit not required, initial & each additional loop - \$18.47 If premises visit required, initial loop - \$90.87 If premises visit required, additional loop - \$40.02	<u>Density Cell</u> : 1 - \$19.87/Month 2 - \$24.47/Month 3 - \$41.26/Month

² Not applicable when AT&T orders both loop and switching elements together where BA does not perform an installation function.

³ Not applicable when AT&T orders both loop and switching elements together where BA does not perform an installation function.

⁴ Geographic density zones as proposed by BA in Exhibit CAE-54 in Case Nos. PUC960100, PUC960103, PUC960104, PUC960105, and PUC960113.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	DS-1 Loops	<p><u>Service Order:</u> \$17.72</p> <p><u>Installation:</u> If premises visit not required, initial & each additional loop - \$70.58</p> <p>If premises visit required, initial loop - \$156.29</p> <p>If premises visit required, additional loop - \$105.43</p>	<p><u>Density Cell:</u> 1 - \$157.09/Month 2 - \$177.55/Month 3 - \$233.74/Month</p>
	2 Wire ADSL Loops	TBD	TBD
	2 Wire & 4 Wire HDSL Loops	TBD	TBD
	Coordinated cutover	<p>Without field dispatch \$11</p> <p>With field dispatch \$25</p>	
	Cross Connects to Basic Links:		<p>\$0.86/DS-O</p> <p>All others at BA's interstate expanded interconnection tariff.</p>
3.b.	Special construction charges	As applicable per BA-VA SCC 2-03 sec. 2	
3.c.1	Service Technician Charges (Maintenance Service Charges) (service technician work on unbundled loops outside of the central office)	<p>As per BA Companies Administrative Guidelines (Detariffed Services) Section 6.D.2</p> <p>Illustrative:</p> <p>Initial visit charge \$42.00</p> <p>Work charge (per quarter hour) \$16.00</p>	

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
3.c.2	Central office technician charges	Per interstate BA FCC 1 sec. 19.7.7 tariff. <u>Normal Working Hours:</u> First 1/2 hour or fraction thereof \$90.00/technician Each Additional 1/2 hour or fraction thereof \$30.00/technician <u>Overtime:</u> First 1/2 hour or fraction thereof \$100.00/technician Each Additional 1/2 hour or fraction thereof \$40.00/technician <u>Premium Time:</u> First 1/2 hour or fraction thereof \$120.00/technician Each Additional 1/2 hour or fraction thereof \$50.00/technician	
4.a.	Trunk Side local transport DS-1 trunks	Per interstate [BA FCC 1 sec. 6.9.1.C] tariffs Illustrative recurring: \$60/mo fixed, \$17.70/mile/mo	
4.b.	DS-3 trunks	Tariff reference see 4.a. above. Illustrative recurring: \$900/mo fixed, \$180/mile/mo	
4.c	Mid-span meet arrangements	To be charged in accordance with the requirements of Attachment 15.	

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
4.d	Common or shared transport	Per tariffs cited in sections 1.a. and 1.b. above, as applicable	Per interstate [BA FCC 1 sec. 6.9.1.B] for tandem switching and tandem switched transport, as applicable Illustrative: Interstate tandem switching \$.000999/mou, tandem switched transport \$.000195/mou plus \$.000045/mou/mile
5.	Local switching Unbundled Switching Element ⁵ POTS switch Port	\$6/service order per line to establish or modify service ⁶ \$6/service order plus \$6/Port ⁷	\$0.003/mou of local switch usage \$1.55/mo
6	Network Interface Device	\$7.31/Service Order ⁸ \$30.99/Premises Visit \$13.31 Labor Charge/Quarter Hour After First Quarter Hour	\$.89/Month ⁹

⁵ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

⁶ Not applicable when AT&T orders both loop and switching elements together where BA does not perform an installation function.

⁷ Not applicable when AT&T orders both loop and switching elements together where BA does not perform an installation function.

⁸ These non-recurring rates shall apply only if BA is required to dispatch a technician to the premises to effect a NID-to-NID access. The rates set forth in 3.c.1 shall apply for NID rearrangements.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
7.a.	Operator services 911 service (data entry; database maintenance)	No charge	
7.b.	Directory assistance	Per tariff or separate contract (Attachment 17); branding available	Per tariff or separate contract (Attachment 17) Directory transport per section 1.e. above
7.c.	Operator call completion	Per Attachment 17; branding available	
8.a.	White pages and Yellow Pages (business only) directory listings	For Resale Services, see 14. For other than Resale Services, \$5.00 per primary listing per number	For Resale Services, see 14. For other than Resale Services, no charge.
8.b.	Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to AT&T per separate arrangement	
8.c.	Additional listings, non- listed, and non-published services ¹⁰	Per tariff [BA-VA SCC 203 sec. 4] less discount in Item 14a	Per tariff [BA-VA SCC 203 sec. 4] less discount in Item 14a
9.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No charge	

(footnote continued from previous page)

⁹ Not applicable when AT&T orders a BA unbundled local loop element.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
10.a	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G] tariff	Per interstate [BA FCC 1 sec. 6.9.1.L] tariff Illustrative: STP ports, \$900/mo.; STP access, \$3.50/mile/mo. To \$5.72/mile/mo.
10.b	LIDB Interconnection	Per interstate tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Originating point code, \$125	Per interstate tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Query validation \$0.04/query Query transport \$0.0002/query
10.c	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.1.N] tariffs Illustrative: basic query, \$0.003105/query; vertical feature package, \$0.000334/query
11.a	Interim Number Portability	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.	
11.b	Access pass-through to number portability purchaser		In accordance with Attachment 8. .
12.	Local Dialing Parity	No charge	

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
13.a	Reciprocal call termination Local Traffic delivered to BA Interconnection Point		\$.003/mou End Office Termination \$.005/mou Tandem Termination
13.b	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
14.a	Wholesale rates for resale of telecommunications services provided to end users ¹⁰	<u>Percentage discount from retail tariff or, if not tariffed, from retail price.¹¹</u>	

¹⁰ The wholesale discount shall apply to those BA Telecommunications Services required to be offered at a wholesale rate in accordance with Applicable Law and shall not apply to other Telecommunications Services such as switched and special access or promotional discounts of 90 days or less offered by BA in accordance with the requirements of 47 C.F.R. ' 51.613(a)(2), as may be amended from time to time, and shall not apply to the arrangements described in Sections 27.2.1 and 27.3 of the Agreement. Taxes shall be collected and remitted by AT&T and BA in accordance with Applicable Law and Section 38 of this Agreement. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by AT&T and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by AT&T and remitted to BA.

¹¹ Pending establishment of mechanized billing procedures, BA will apply the wholesale discount to the "bottom-of-the-bill". The Parties further agree to true-up these bills and payments made under these bills within 90 days of each bill due date.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
14.b	Resale of retail Telecommunications Services where AT&T provides its own Operator Services	21.3% or discount as determined by further Commission order.	
15.a	Access to Pre-Ordering OSS		“Track and True-up” - When and if the Commission determines that such charges may be assessed and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.
15.b	Access to Ordering OSS		“Track and True-up” - When and if the Commission determines that such charges may be assessed and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.
15.c	Access to Provisioning OSS		Included in Ordering
15.d	Access to Maintenance & Repair OSS		“Track and True-up” - When and if the Commission determines that such charges may be assessed and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
15.e.1	Access to Billing OSS; CD-ROM		\$261.04/CD-ROM
15.e.2	Access to Billing OSS; Daily Usage File Existing Message Recording		\$.000274/Message
15.e.3	Access to Billing OSS; Daily Usage File Delivery Data Tape	\$64.96/Programming Hour	\$20.11/Tape
15.e.3 . cont.	Network Data Mover CMDS	Not Applicable \$64.96/Programming Hour	\$.000099/Message \$.000099/Message
15.e.4	Access to Billing OSS; Daily Usage File Transport ¹² 9.6 kb Communications Port 56 kb Communications Port 256 kb Communications Port T1 Communications Port Line Installation Port Set-up Network Control Programming Coding	\$8,335.27/Port \$34,494.62/Port \$57,422.87/Port \$204,901.39/Port \$64.96/Programming Hour/Port \$10.43/Port \$64.96/Programming Hour/Port	\$10.84/Month \$29.93/Month \$29.93/Month \$380.18/Month Not Applicable Not Applicable Not Applicable

¹² Not applicable if Network Data Mover connectivity has previously been established, and existing facilities are adequate to support transmission of Daily Usage File data.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
16	<p>Customized Routing for Operator Services/Directory Assistance</p> <p style="padding-left: 40px;">To AT&T Platform</p> <p style="padding-left: 40px;">To BA Platform for Re-Branding</p> <p style="padding-left: 40px;">Customized Routing Transport</p>	<p>“Track and True-up” - When and if the Commission determines that such charges may be assessed and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.</p> <p>See sections 1 & 4 above.</p>	<p>“Track and True-up” - When and if the Commission determines that such charges may be assessed and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.</p> <p>See sections 1 & 4 above.</p>
17.a.	Network Element Recombination Service (if any) ¹³	TBD	TBD
17.b.	Additional Services and Network Elements, as agreed	TBD	TBD

¹³ Does not apply where the BA Network Elements ordered by AT&T to serve an AT&T Customer are already combined, unless AT&T requests that they be separated.

B. AT&T Services, Facilities, and Arrangements:

	<u>AT&T Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a	Interim Number Portability through co-carrier call forwarding	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.	
1.b	Access pass-through to number portability purchaser		In accordance with Attachment 8.
2.	Local Dialing Parity	No charge	
3.a	Reciprocal call termination Local Traffic delivered to AT&T Interconnection Point		\$.003/mou Termination at End Office or switch with comparable coverage \$.005/mou Termination at Tandem Office or switch with comparable coverage
3.b	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
4.	All other AT&T services available to BA	Available at AT&T's tariffed or otherwise generally available rates or as agreed to by the Parties.	

TABLE OF CONTENTS

NETWORK ELEMENTS

- Section 1. Introduction
- Section 2. Unbundled Network Elements
- Section 3. Standards for Network Elements
- Section 4. Loop
- Section 5. Network Interface Device
- Section 6. Distribution Media
- Section 7. Local Switching
- Section 8. Operator Systems
- Section 9. Common Transport
- Section 10. Dedicated Transport
- Section 11. Signaling Link Transport
- Section 12. Signaling Transfer Points (“STPs”)
- Section 13. Service Control Points/Databases
- Section 14. Tandem Switching
- Section 15. Additional Requirements

ATTACHMENT III
NETWORK ELEMENTS

Section 1. Introduction

BA shall provide unbundled Network Elements in accordance with this Agreement and Applicable Law. The price for each Network Element is set forth in Attachment 1 of this Agreement. Except as otherwise set forth in this Attachment, AT&T may order Network Elements as of the Effective Date. The obligations set forth in this Attachment 2 shall apply to such Network Elements (i) available when this Agreement becomes effective, (ii) that subsequently become available, and (iii) in all cases to those features, functions, combinations, and capabilities, the provision of which is technically feasible at such time as they are incorporated in unbundled Network Elements offered by BA.

Section 2. Unbundled Network Elements

2.1 BA shall offer Network Elements to AT&T on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

2.2 BA shall permit AT&T to connect AT&T's facilities or facilities provided to AT&T by third parties with each of BA's unbundled Network Elements at those technically feasible points within BA's network, designated within this Agreement or as a result of the Bona Fide Request (BFR) process set forth in Attachment 13 of this Agreement.

2.3 AT&T may use one or more Network Elements to provide features, functions, or capabilities that such Network Element(s) provide as of the date hereof in BA's network, or as may otherwise be agreed upon through the BFR process.

2.3.1 AT&T may, at its option, select methods of access to unbundled elements, as described in this Agreement, or as may otherwise be agreed upon through the BFR process.

2.4 BA shall offer each Network Element individually and in combinations (where technically feasible and to the extent required by Applicable Law), solely in order to permit AT&T to provide telephone exchange and/or exchange access Telecommunications Services to its subscribers.

2.5 For each Network Element, BA shall provide connectivity at a point which is agreeable to both Parties. However, where BA provides combined Network Elements at AT&T's request,

no connectivity point between the Parties shall exist between such contiguous Network Elements.

2.6 Except for operational support systems, which are addressed elsewhere in this Agreement, this Attachment describes the initial set of Network Elements which AT&T and BA have identified as of the effective date of this Agreement:

- Loop
- Network Interface Device
- Local Switching
- Operator Systems
- Common Transport
- Dedicated Transport
- Signaling Link Transport
- Signaling Transfer Points
- Service Control Points/Databases
- Tandem Switching
- Directory Assistance

AT&T and BA agree that the Network Elements identified in this Attachment may prove not to be all possible Network Elements.

AT&T may identify additional or revised Network Elements as necessary to provide telephone exchange and/or exchange access Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

AT&T will request any such additional or revised Network Elements in accordance with the BFR process described in Attachment 13 of this Agreement. Additionally, if BA provides any Network Element that is not identified in this Agreement to another CLEC pursuant to an approved Section 251 Agreement, BA shall make available the same Network Element to AT&T under the same terms, and conditions, as required by 47 U.S.C. Section 252(i) of the Act.

Section 3. Technical Standards and Technical Specifications for Network Elements

3.1 Each Network Element shall be furnished at the service levels included in this Agreement and in accordance with the performance standards required in this Agreement.

3.2 Each Network Element provided by BA to AT&T, unless identified differently in this Agreement, shall be provided at Parity and in a non-discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power,

diversity and security, that BA provides to itself (where applicable and technically feasible), BA's own subscribers (where applicable and technically feasible), to a BA Affiliate, or to any other entity, as set forth in Applicable Law.

3.2.1 BA shall provide to AT&T, upon reasonable request, reasonably available engineering, design, performance and other network data sufficient for AT&T to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, the Parties shall in good faith endeavor to address the issue at the network operations supervisor level, and if necessary, employ the escalation procedure of Section 15.1.2 of this Attachment.

3.2.2 BA agrees to work cooperatively with AT&T to ensure that the Network Elements that are provided pursuant to this Agreement will meet AT&T's reasonable needs in providing services to its subscribers.

3.3 Unless otherwise requested by AT&T, each Network Element and the connections between Network Elements provided by BA to AT&T shall be made available to AT&T at Parity and in a non-discriminatory manner at the points identified in this Agreement, or additional points made available through the BFR process.

Section 4. Loop

4.1 Definition

4.1.1 Unbundled Local Loop (ULL) means a transmission path that extends from the vertical side of a main distribution frame, DSX-panel, or functionally comparable piece of equipment in the subscriber's serving End Office to the rate demarcation point (or network interface device (NID) if installed) in or at a subscriber's premises. The actual loop transmission facilities used to provide a ULL may utilize any of several technologies.

4.1.2 Subject to Section 46 of this Agreement, BA shall allow AT&T access to the following ULLs (in addition to those ULLs available under applicable Tariffs) including without limitation unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 4.

4.1.2.1 2-wire analog voice grade ULL or analog 2W provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Attachment 14 of this Agreement.

4.1.2.2 4-wire analog voice grade ULL or analog 4W provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport

of analog voice grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Attachment 14 of this Agreement.

4.1.2.3 2-wire ISDN digital grade ULL or BRI ISDN provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. The service is more fully described in Attachment 14 of this Agreement.

4.1.2.4 2-Wire ADSL-Compatible ULL or ADSL 2W provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6Mbps toward the customer and up to 640 kbps from the customer. ADSL-compatible ULLs will be available where existing copper facilities can meet, or can reasonably be made to meet (at additional charges), applicable BA Technical References (when developed).

4.1.2.5 2-Wire HDSL-Compatible ULL or HDSL 2W provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL-compatible ULLs will be available where existing copper facilities can meet, or can reasonably be made to meet (at additional charges), applicable BA Technical References (when developed).

4.1.2.6 4-Wire HDSL-Compatible ULL or HDSL 4W provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL-compatible ULLs will be available where existing copper facilities can meet, or can reasonably be made to meet (at additional charges), applicable BA Technical References (when developed).

4.1.2.7 4-wire DS-1 compatible ULL provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code. DS-1 compatible ULLs will be available where existing copper facilities can meet, or can reasonably be made to meet (at additional charges), the specifications. The service is more fully described in Attachment 14 of this Agreement.

4.1.2.8 ULLs will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein.

4.1.2.9 BA will make ADSL 2W, HDSL 2W, and HDSL 4W ULLs available to AT&T as soon as practicable, but in any event, no later than the earlier of (i) the implementation schedule developed by the Parties in response to the technical and operational trial(s) described below or (ii) the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in Virginia. Upon request by either BA or AT&T, the Parties shall agree upon a reasonable schedule and location for a technical and operational trial(s) of ADSL 2W, HDSL 2W, and/or HDSL 4W ULLs. Such trial(s) may, by mutual agreement, be conducted in any jurisdiction in which affiliates of BA and AT&T both operate. Upon successful completion of such trial(s), the Parties shall agree upon an implementation schedule for the ULL type(s) subject to such trial(s), which schedule shall begin no later than ninety (90) days after successful completion of such trial(s).

4.1.3 If BA uses integrated digital loop carrier (DLC) systems to provide the local loop, BA will make alternate arrangements, if available, meeting the requirements of this Section 4, to permit AT&T to order an existing contiguous ULL with the same provisioning intervals at no additional cost to AT&T as set forth below. These arrangements may, at BA's option, include the following: provide AT&T with copper facilities or universal DLC that are acceptable to AT&T. Additional arrangements, such as deployment of Virtual Remote Terminals, or allowing AT&T to purchase the entire DLC, are subject to the BFR procedures of Attachment 13 of this Agreement.

4.1.3.1 BA will unbundle its DLC loops and provide AT&T an alternative unbundled loop to the DLC-provisioned loop. When alternate copper or universal digital loop carrier loops are available, BA will provide them with the same provisioning intervals and at the same price as other loops in that density cell. Such alternate copper or universal digital loop carrier loops shall at least meet the minimum requirements set forth in BA's technical references.

4.1.3.2 BA will notify AT&T within 3 business days of AT&T's placement of a complete and accurate loop order if a delayed order notification jeopardy exists and additional equipment or construction is needed. Such notification will be based upon a review of BA's records which may not accurately reflect the need for additional equipment or construction. In the event a delayed order notification jeopardy exists because additional equipment or construction is needed and the end user is currently served by BA, BA will provision comparable BA Resale Services by the due date for the initial order for the unbundled loop Network Element, but no earlier than six business days after receipt of the order for the unbundled loop order Network Element, provided that the standard interval for the BA Resale Service is five days or less. AT&T

agrees to pay BA its share of the reasonable additional costs associated with these unbundling mechanisms on a negotiated basis.

4.1.3.3 If more than two (2) percent of the total unbundled loops requested by AT&T in a calendar year require additional equipment or construction, the Parties, at AT&T's request, will renegotiate this Section 4.1.3.

4.2 Loop Components

AT&T may, at its option, raise the issue of subloop unbundling (other than NID unbundling, which is addressed in Section 5 of this Attachment 2) either through the BFR procedure set forth in Attachment 13 of this Agreement, or by cooperating with BA in the design and implementation of a subloop unbundling technical and operational trial.

4.2.1 Loop Concentrator/Multiplexer

4.2.2 Loop Feeder

4.2.3 Loop Distribution

Section 5. Network Interface Device

5.1 Definition:

5.1.1 "Network Interface Device" or "NID" means the BA provided interface terminating BA's telecommunications network on the property where the subscriber's service is delivered at a point determined by BA. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to BA's network.

5.1.2 BA shall permit AT&T to connect AT&T's loop to the inside wiring of a subscriber's premises through BA's NID in the manner set forth in Section 5.2 herein.

5.2 Access to Network Interface Device

5.2.1 Due to the wide variety of NIDs utilized by BA (based on subscriber size and environmental considerations), AT&T may access the subscriber's inside wire by any of the following means:

5.2.1.1 BA shall allow AT&T to connect its loops directly to BA's multi-line residential NID enclosures that have additional space and are not used by BA or any other Telecommunications Carrier to provide service to the premise. AT&T agrees to install compatible protectors and test jacks, to maintain the protection system and equipment and to indemnify BA pursuant to Section 20.4 of this Agreement.

5.2.1.2 In all other cases, AT&T must establish the connection to BA's NID through an adjoining NID deployed by AT&T.

5.2.1.2.1 Where an adequate length of inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

5.2.1.2.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

5.2.1.2.3 Request BA to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

5.2.1.3 In no case shall AT&T remove or disconnect BA's loop facilities from BA's NIDs, enclosures, or protectors.

5.2.1.4 In no case shall AT&T remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

5.2.1.5 In no case shall AT&T remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

5.2.1.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the subscriber. Any conflicts between service providers for access to the subscriber inside wire must be resolved by the subscriber.

5.2.1.7 Due to the wide variety of NID enclosures and outside plant environments, BA will work with AT&T to develop specific procedures to establish the most effective means of implementing this Section 5.2.

5.3 Technical Requirements

5.3.1 The NID shall provide an accessible point of connection for the subscriber owned inside wiring, for BA's facilities, for the distribution media and/or cross connect to AT&T's NID, and shall maintain a connection to ground.

5.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to AT&T's NID, consistent with the NID's function at the Effective Date of this Agreement.

5.3.3 Where a BA NID exists, it is provided in its "as is" condition. AT&T may request BA do additional work to the NID in accordance with Section 5.2.1.2.3.

5.4 Interface Requirements

5.4.1 Where an existing BA NID is installed, the NID shall be the interface to subscribers' premises wiring for the existing loop technology at that premises.

Section 6. Distribution

AT&T may, at its option, raise the issue of subloop unbundling either through the BFR procedure set forth in Attachment 13 of this Agreement, or by cooperating with BA in the design and implementation of a distribution unbundling technical and operational trial.

Section 7. Local Switching

7.1 Definition

7.1.1 Local switching is the Network Element that provides AT&T the ability to use switching functionality in a specific BA end office switch, including all vertical services and/or features that BA already provides out of that switch, to provide telephone exchange service to its Customers. AT&T may request modifications to the switching functionality, including the vertical services and/or features, available in a BA end office switch. Local switching will be provisioned with a port element, which provides line or trunk side access to Local Switching.

7.1.2 Port element or port means a line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual subscriber trunks and the switching components of an end office switch and the associated switching functionality in that end office switch. Each port is typically associated with one (or more) telephone number(s) which serves as the subscriber's network address. The port element is part of the provision of Local Switching.

7.1.3 Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities that BA already provides out of that switch. It consists of the line-side port (including connection between a loop termination and a switch line card, telephone number assignment, one primary directory listing, presubscription, and access

to 911, operator services, basic intercept, and directory assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

7.1.4 BA shall offer, as an optional chargeable feature, daily usage tapes that include the "to and from" number, start time, and stop time, by line port, for all recorded local, access, and toll usage. AT&T may request activation or deactivation of features on a per port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order.

7.2. Technical Requirements

7.2.1 BA shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.2 Where technically feasible, BA will offer customized routing for unbundled switch lines. BA's initial development of customized routing will route Directory Assistance and Operator Services calls to: (1) BA provided platforms, (2) AT&T designated platforms, or (3) third party platforms.

7.2.3 BA shall provide standard recorded announcements at Parity.

7.2.4 Where requested by AT&T, BA will attempt to change a subscriber from BA's services to AT&T's services without loss of feature availability and functionality. However, dependent on the technical arrangements AT&T chooses to use to provide their end user services, some feature interaction conflicts and resulting loss of feature availability and functionality may result.

7.2.5 For unbundled BA switching in combination with an unbundled BA loop, BA shall perform routine testing (e.g., mechanized loop tests (MLT)) at Parity.

7.2.6 BA shall repair, restore and maintain BA provided equipment that has produced trouble conditions, at Parity and in a non-discriminatory manner, to minimize recurrence of trouble conditions in AT&T's use of local switching.

7.2.7 BA shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow at Parity and in a non-discriminatory manner.

7.2.8 BA shall record billable events, involving usage of the Network Element, and send the appropriate recording data to AT&T as outlined in Attachment 7.

7.2.9 Unbundled switching will include 911 access on the same basis as such access is provided in BA's network.

7.2.10 BA shall provide switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to BA STPs at Parity. In the event that local switching is provided out of a switch without SS7 capability, and BA unbundled common transport is purchased for use with BA's unbundled switching, BA's tandem office switches shall provide this capability at Parity.

7.2.11 BA shall provide the interfaces to adjunct equipment at Parity.

7.2.12 From time to time AT&T may request that BA provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports exceed that which BA provides itself or its subscribers, AT&T shall pay reasonable charges for such reports.

7.2.13 BA shall assign each AT&T subscriber line an unbundled switching class of service. AT&T may request and BA will provide call blocking options (e.g., 900, 976) at Parity.

7.3 Interface Requirements:

7.3.1 BA shall provide the following unbundled switching interfaces:

Analog Basic (POTS) - line side, loop start or ground start signaling
Analog Centrex - line side, loop start or ground start signaling
Analog PBX - line side, loop start or ground start signaling
Analog DID - trunk side, loop reverse-battery signaling, associated with a PBX
DS1 (DID) - trunk side, associated with a PBX
DS1 (IOF) - trunk side, associated with dedicated unbundled transport

These services are more fully described in a technical reference listed in Attachment 14. Additional interfaces may be developed in accordance with the BFR process.

7.3.2 BA shall offer access to the following at Parity:

7.3.2.1 SS7 signaling or multi-frequency trunking;

7.3.2.2 Interface to AT&T or BA Operator Services systems through the use of customized routing, as appropriate;

7.3.2.3 Interface to AT&T or BA Directory Assistance services through the use of customized routing, as appropriate; and

7.3.2.4 Access to other third Party carriers.

7.4 Integrated Services Digital Network (ISDN)

Implementation of the first customer application of unbundled ISDN switching will require technical and operational coordination and testing by AT&T and BA to ensure that the requirements set forth in this section can be met. Should any of these requirements prove technically infeasible, the Parties shall cooperate to determine the requirements applicable to the unbundled Network Element.

7.4.1 Technical Requirements — ISDN

7.4.1.1 BA shall offer data switching providing ISDN that, at a minimum:

7.4.1.1.1 Provides integrated packet handling capabilities at Parity;

7.4.1.1.2 Allows for full 2B+D channel functionality for BRI at Parity;
and

7.4.1.1.3 Allows for full 23B+D channel functionality for PRI at Parity.

7.4.1.1.4 Each B channel shall allow for voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B channel.

7.4.1.1.5 Each B channel shall provide capabilities for alternate voice and data on a per call basis.

7.4.1.1.6 The BRI D channel shall allow for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.4.1.1.7 The PRI D channel shall allow for call associated signaling.

7.4.2 Interface Requirements — ISDN

7.4.2.1 BA shall provide the BRI U interface using 2-wire copper loops in accordance with BA Technical Reference 72575.

7.4.2.2 BA shall provide the BRI interface using digital subscriber loops adhering to Bellcore TR-NWT-343 specifications to interconnect DLCs.

7.4.2.3 BA shall offer PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements.

7.4.2.4 BA shall offer PSD trunk interfaces operating at 56 Kbps.

Section 8. Operator Systems

Upon request, BA will provide AT&T with directory assistance, connect request, and/or IntraLATA call completion services in accordance with the terms set forth in the Directory Assistance and Call Completion Services Agreement appended hereto as Attachment 17 and Section 47.2 of this Agreement.

Section 9. Common Transport

9.1 Definition

Common transport consists of interoffice transmission paths, between BA Network Elements (illustrated in Figure 1), shared by carriers. Common transport consists of BA inter-office transport facilities and is distinct and separate from local switching. Common transport routes the call between two BA switches using the existing route(s) that are used by the BA network for BA's end users.

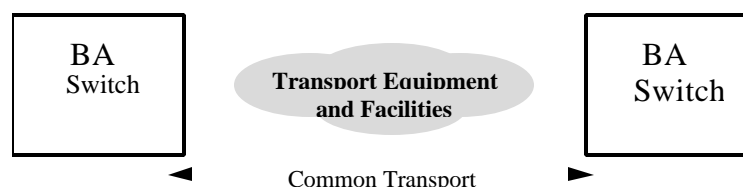


Figure 1

9.2 Technical Requirements

9.2.1 BA shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide common transport.

Section 10. Dedicated Transport

10.1 Definition:

10.1.1 Dedicated transport is an interoffice transmission path of a fixed capacity between AT&T designated locations to which AT&T is granted exclusive use. Such locations may include BA central offices, other Telecommunication Carrier locations, subscriber premises, or other mutually agreed locations. Dedicated transport is depicted below in Figure 2.

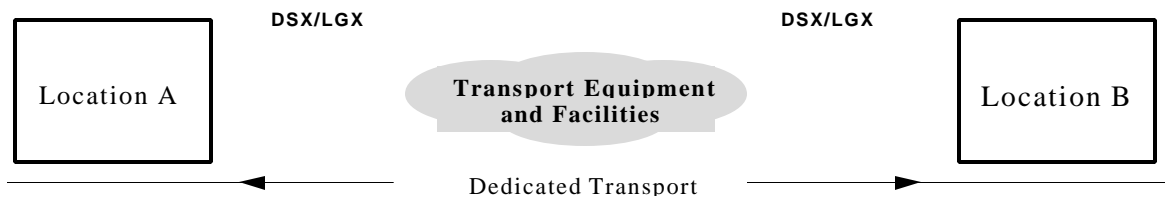


Figure 2

10.1.2 BA shall offer dedicated transport as a circuit (e.g., DS0 (voice grade), DS1, STS1 (when available) and DS3) dedicated to AT&T.

10.1.3 When dedicated transport is provided as a circuit, it will have available (as appropriate):

10.1.3.1 Optional multiplexing functionality;

10.1.3.2 Grooming functionality in accordance with Section 10.3 herein; and,

10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration at Parity and in a non-discriminatory manner.

10.2 Technical Requirements

This Section sets forth technical requirements for all dedicated transport.

10.2.1 Dedicated transport shall provide physical diversity at Parity.

10.2.2 AT&T may request that BA provide additional physical diversity. BA will provide such physical diversity where it is available, at BA's prevailing additional charge, if any. If physical diversity is not reasonably available in response to AT&T's request, then AT&T may order such additional physical diversity by submitting a request for special construction.

10.2.3 Dedicated transport shall include DSX terminations at one or both ends, as applicable, in BA's central office location.

10.2.4 BA shall offer DCS and multiplexing, both together with and separately from dedicated transport.

10.3 Digital Cross Connect System (DCS)

10.3.1 Definition:

10.3.1.1 DCS is a device which provides electronic cross connection of digital signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate.

10.3.2 DCS Technical Requirements

10.3.2.1 DCS shall provide cross connection of the channels designated by AT&T either through service orders or by using BA's Intellimux service capabilities.

10.3.2.2 BA shall continue to administer and maintain DCS, including updates to the control software to current available releases, at Parity.

10.3.2.3 BA shall provide various types of Digital Cross Connect Systems including:

10.3.2.3.1 DS0 cross connects (typically termed DCS 1/0), and

10.3.2.3.2 DS1 cross connects (typically termed DCS 1/1).

10.3.2.3.2 Additional DCS types shall be requested in accordance with the BFR process set forth in Attachment 13 of this Agreement.

10.3.2.4 Through BA's Intellimux service capabilities, BA shall provide immediate and continuous configuration and reconfiguration of the channels between the physical interfaces (i.e., BA shall establish the processes to implement cross connects on demand, or permit AT&T control of such configurations and reconfigurations).

10.3.2.5 Through BA's Intellimux service capabilities, BA shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (i.e., BA shall establish the processes to implement cross connects on the schedule designated by AT&T, or permit AT&T to control such configurations and reconfigurations).

10.3.2.6 DCS shall continuously monitor protected circuit packs and redundant common equipment, at Parity.

10.3.2.7 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation, at Parity.

10.3.2.8 The equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up, at Parity.

10.3.2.9 BA shall make available for DCSs handling AT&T services spare facilities and equipment, at Parity, necessary for provisioning repairs.

10.3.2.10 Through BA's Intellimux service capabilities, at AT&T's option, BA shall provide AT&T currently available performance monitoring and alarm data.

10.3.2.11 At AT&T's option, BA shall provide AT&T with the ability to initiate tests on DCS equipment. This will require AT&T to provide additional facilities from the DCS to AT&T's test center. The DCS can then be used to connect AT&T's test center ports to other AT&T circuits.

10.3.2.12 Where available, DCS shall provide multipoint bridging of multiple channels to other DCSs. AT&T may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.3.2.13 DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by AT&T.

Section 11. Signaling Link Transport

11.1 Definition:

11.1.1 BA's Common Channel Signalling Access Service (CCSAS) allows interconnected carriers to exchange signaling information over a communications path which is separate from the message path. The transport portion of CCSAS is provided

via a discretely rated dedicated 56 kbps out of band signaling connection between the carrier's signaling point of interconnection (SPOI) and BA's STP.

11.1.2 Each CCSAS signaling connection provides for two-way digital transmission at speeds of 56 kbps. The connection to BA's STP pair can be made from either the carrier's signaling point (SP), which requires a minimum of two 56 kbps circuits, or from the carrier's STP pair, which requires a minimum of four 56 kbps circuits.

11.1.3 STP locations are set forth in National Exchange Carrier Association (NECA) Tariff F.C.C. NO. 4. Carriers ordering CCSAS are subject to the technical requirements specified in BA Tariff F.C.C. No. 1, Sections 2.3.9.1, 2.3.10 (B) (9) and 2.3.10 (9). Testing and certification reference documentation shall be pursuant to BA Tariff F.C.C. No. 1, Section 6.4.3 (A).

11.1.4 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 CCS interconnection in accordance with existing Tariffs, and interconnection and access to toll free databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected via SS7 CCS directly to the other Party's CCS network.

11.1.5 BA shall permit AT&T to access BA's LIDB to validate calling card numbers and requests for bill-to-third party or collect billing. BA shall provide LIDB access at Parity and in a non-discriminatory manner by a SS7 formatted data query before call completion to determine the validity of the billing method requested by the caller. LIDB will respond with a SS7 formatted confirmation of validity or denial of the requested billing option.

11.1.6 The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all local traffic, toll traffic, meet point billing traffic, and transit traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its subscribers. All CCS signaling parameters will be provided upon request (where available), including called Party number, calling Party number, originating line information, calling Party category, and charge number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches. In such

an arrangement, each Party will outpulse the full ten-digit telephone number of the called Party to the other Party with appropriate call set-up and ANI where available, at Parity.

11.1.7 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

11.1.7.1 Bellcore GR-905-CORE, Issue 1, March 1995, and subsequent issues and revisions;

11.1.7.2 BA Supplement Common Channel Signaling Network Interface Specification, Bell Atlantic-905, December 1990; Issue, Supplement 1, June 1992; Supplement 2, August 1992; Supplement 3, January 1993; and

11.1.7.3 Bell Atlantic AIN SMS Network Disclosure.

11.1.8 Each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: BA shall charge AT&T in accordance with Attachment 1 hereto and applicable Tariffs; AT&T shall charge BA rates equal to the rates BA charges AT&T, unless AT&T's Tariffs for CCS signaling provide for lower generally available rates, in which case AT&T shall charge BA such lower rates.

11.1.9 To the extent AT&T has not already done so, AT&T must meet applicable interconnection certification testing requirements of the SS7 network before interconnection is permitted. These requirements may also apply before SS7 network changes occur within AT&T's network.

Section 12. Signaling Transfer Points (STPs)

12.1 Definition:

12.1.1 BA's CCS Access Service (CCSAS) allows interconnected carriers to exchange signaling information over a communications path which is separate from the message path. The discretely rated network termination point where this interconnection takes place is called the BA STP port termination.

12.1.2 Each CCSAS signaling connection provides for two-way digital transmission at speeds of 56 kbps. The connection to BA's STP pair can be made from either the carrier's SP, which requires a minimum of two 56 kbps circuits, or from the carrier's STP pair, which requires a minimum of four 56 kbps circuits.

12.1.3 STP locations are set forth in National Exchange Carrier Association (NECA) Tariff F.C.C. NO. 4. Carriers ordering CCSAS are subject to the technical

requirements specified in Bell Atlantic Tariff F.C.C. No. 1, Sections 2.3.9.1, 2.3.10 (B) (9) and 2.3.10 (9). See Bell Atlantic Tariff F.C.C. No. 1, Section 6.4.3 (A) for testing and certification reference documentation.

12.2 Technical Requirements

12.2.1 STPs shall provide access to all other Network Elements connected to the BA network as set forth in Section 12.4 below. These include:

12.2.1.1 BA local switching or tandem switching;

12.2.1.2 BA Service Control Points/data bases;

12.2.1.3 Third party local or tandem switching systems; and

12.2.1.4 Third party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BA SS7 network. This explicitly includes the use of BA SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BA SS7 network (i.e., transit messages). When the BA SS7 network is used to convey transit messages, there shall be no alteration of the integrated services digital network user part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

12.2.3 If a BA tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T local switch and third party local switch, BA's SS7 network shall convey the TCAP messages that are necessary to provide call management features (automatic callback, automatic recall, and screening list editing) between the AT&T local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BA's STPs, provided that the third party switch is located in the same LATA.

12.2.4 In cases where the destination signaling point is a BA local or tandem switching system or data base, or is an AT&T or third party local or tandem switching system directly connected to BA's SS7 network, BA STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, these STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BA SS7 network, and shall not perform SCCP subsystem management of the destination.

12.3 Interface Requirements

12.3.1 BA shall provide the following STPs options to connect AT&T or AT&T-designated local switching systems or STPs to the BA SS7 network:

12.3.1.1 An A-link interface from AT&T local switching systems; and

12.3.1.2 A D-link interface from AT&T local STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

12.3.2.1 An A-link layer shall consist of two links on diverse T-1 facilities; and

12.3.2.2 A D-link layer shall consist of four links on diverse facilities such that no two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer.

12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the central office where the BA STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

12.4 **Message Screening**

12.4.1 BA shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BA SS7 network with which the AT&T switching system has a legitimate signaling relation.

12.4.2 BA shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point or network interconnected to the BA SS7 network with which the AT&T switching system has a legitimate signaling relation.

12.4.3 BA shall set message screening parameters so as to accept messages destined to an AT&T local or tandem switching system from any signaling point or network interconnected to the BA SS7 network with which the AT&T switching system has a legitimate signaling relation.

12.4.4 BA shall set message screening parameters so as to accept and send messages destined to an AT&T SCP from any signaling point or network interconnected to the BA SS7 network with which the AT&T SCP has a legitimate signaling relation,

provided BA receives proper notification and agreement from the owner of such other networks.

12.5 STP Requirements

12.5.1 BA shall provide MTP and SCCP protocol interfaces in accordance with sections relevant to the MTP or SCCP in the following specifications:

12.5.1.1 Bellcore GR-905-CORE, Issue 1, March 1, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP).

Section 13. Call Related Databases and AIN

13.1 Definition:

13.1.1 Call related databases are the Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call related databases include, but are not limited to: LIDB, toll free number database, and AIN databases.

13.1.2 A Service Control Point (SCP) is a specific type of database Network Element deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

13.2 Technical Requirements for Call Related Databases

Requirements for call related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call related databases shall be provided to AT&T in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 13.3 through 13.5:

13.2.1 BA shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 12 of this Attachment, with TCAP as the application layer protocol.

13.2.2 BA shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols (e.g., 56 Kb TCP/IP).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 12 of this Attachment (which applies to both SS7 and non-SS7 interfaces).

13.2.4 Call related database functionality shall be available at Parity. If, based on information available through the process set forth in Section 3.2.1 of the Attachment, AT&T believes the functionality is inadequate to meet its needs, it may initiate a BFR.

13.2.5 BA shall complete database transactions (i.e., add, modify, delete) for AT&T subscriber records stored in BA databases at Parity through the processes set forth in Attachment 4.

13.2.6 BA shall provide database maintenance consistent with the maintenance requirements set forth in Attachment 5 of this Agreement.

13.2.7 BA shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for call related databases as specified in Attachment 7 of this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.8 BA shall provide call related databases in accordance with the physical security requirements set forth in Attachment 9 of this Agreement.

13.2.9 BA shall provide call related databases in accordance with the logical security requirements set forth in Attachment 9 of this Agreement.

13.3 Line Information Data Base (LIDB)

This Subsection 13.3 defines and sets forth additional requirements for the Line Information Data Base. This Subsection 13.3 supplements the requirements of Subsection 13.2 and 13.5.

13.3.1 Definition:

LIDB is a transaction-oriented database accessible through CCS networks. It contains records associated with subscriber line numbers and special billing numbers (in accordance with the requirements in the technical reference in GR-1158-CORE OSSGR, Section 22.3). LIDB accepts queries from other Network Elements, or AT&T's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the BA CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative

system interface provides BA work centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.3.2 Technical Requirements

13.3.2.1 Prior to the availability of a long-term solution for NP, BA shall enable AT&T to store in BA's LIDB any subscriber line number or special billing number record, (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3) whether ported or not, for which the NPA-NXX or NXX-0/1XX group is supported by that LIDB.

13.3.2.2 Prior to the availability of a long-term solution for NP, BA shall enable AT&T to store in BA's LIDB any subscriber line number or special billing number (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3) record, whether ported or not, and NPA-NXX and NXX-0/1XX Group Records, belonging to an NPA-NXX or NXX-0/1 XX assigned to AT&T.

13.3.2.3 Subsequent to the availability of a long-term solution for NP, BA shall enable AT&T to store in BA's LIDB any subscriber line number or special billing number (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

13.3.2.4 BA shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3) for AT&T's subscriber records in LIDB:

13.3.2.4.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

13.3.2.4.2 Calling card validation.

13.3.2.5 BA shall process AT&T's subscriber records in LIDB at Parity with BA subscriber records, with respect to other LIDB functions (as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3). BA shall indicate to AT&T what additional functions (if any) are performed by LIDB in BA's network.

13.3.2.6 Within two (2) weeks after a request by AT&T, BA shall provide AT&T with a list of the subscriber data items which AT&T would have to provide in order to support billed number screening and calling card validation.

The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

13.3.2.7 BA shall provide LIDB systems with rates of operating deficiencies at Parity. If, based on information available through the process set forth in Section 3.2.1 of this Attachment, AT&T believes that the rate of deficiencies is inadequate to meet its needs, it may initiate a BFR.

13.3.2.8 BA shall provide AT&T with the capability to provision (e.g., to add, update, and delete) NPA-NXX and NXX-0/IXX group records, and line number and special billing number records, associated with AT&T subscribers, directly into BA's LIDB provisioning process as set forth in Attachment 4 of this Agreement.

13.3.2.9 Unless directed otherwise by AT&T or the new local service provider, in the event that end user subscribers change their local service provider, BA shall maintain existing subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) as mutually agreed by the Parties.

13.3.2.10 All additions and updates of AT&T data to the LIDB shall be solely at the direction of AT&T. BA will process orders from other CLECs or from BA for subscribers that choose to migrate from AT&T to another provider.

13.3.2.11 BA shall provide priority updates to LIDB for AT&T data upon AT&T's request to support fraud protection at Parity as set forth in Attachment 9 of this Agreement.

13.3.2.12 BA shall accept queries to LIDB associated with AT&T subscriber records, and shall return responses in accordance with the requirements of this Section 13.

13.4 Toll Free Number Database

The toll free number database is an SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional features during call set-up in response to queries from SSPs. This Subsection 13.4 supplements the requirements of Subsection 13.2 and 13.5. BA shall provide the toll free number database in accordance with the following:

13.4.1 Technical Requirements

13.4.1.1 BA shall make the BA toll free number database available for AT&T to query, from AT&T's designated switch including local switching, with a toll-free number and originating information.

13.4.1.2 The toll free number database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BA switch.

13.4.2 **Interface Requirements**

The signaling interface between the AT&T or other local switch and the toll free number database shall use the TCAP protocol as specified in Attachment 14 of this Agreement, together with the signaling network interface as specified in Attachment 14 of this Agreement.

13.5 **Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access**

13.5.1 BA shall provide access to any and all BA service applications resident in BA's SCP. Such access may be from AT&T's switch or BA's unbundled local switching element.

13.5.2 SCE/SMS AIN access shall provide AT&T the ability to create service applications in the BA SCE and deploy those applications via the BA SMS to the BA SCP. This interconnection arrangement shall provide AT&T access to the BA development environment in a manner at least at Parity with BA's ability to deliver its own AIN-based services. SCE/SMS AIN Access is the creation and provisioning of AIN services in the BA network.

13.5.3 BA shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling of SCE resources shall allow AT&T at least equal priority to BA.

13.5.4 The BA SCE/SMS shall allow for multi-user access. Source code (i.e., AIN service applications and process flow design developed by an AT&T service designer/creator to provide AIN based services) management and other logical security functions will be provided.

13.5.5 BA shall provide reasonable protection to AT&T service logic and data from unauthorized access, execution or other types of compromise.

13.5.6 BA or a designated vendor shall provide for service creation training, documentation, and technical support of AT&T development staff at Parity with that provided to BA's own development staff. Training sessions shall be "suitcased" to AT&T facilities or delivered at BA facilities at AT&T's cost, at AT&T's discretion, subject to vendor's requirements.

13.5.7 When AT&T selects SCE/SMS AIN access, BA shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data).

13.5.8 When AT&T selects SCE/SMS AIN access, BA shall allow AT&T to transfer data forms and/or tables to the BA SCP via the BA SMS (e.g., service customization and subscriber subscription) in a manner consistent with how BA provides that capability to itself.

13.5.9 When AT&T selects SCE/SMS AIN access for providing services on AT&T's network, BA and AT&T will work cooperatively to resolve technical and provisioning issues.

Section 14. Tandem Switching

14.1 Definition:

14.1.1 Tandem switching includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in tandem switches. Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA access tandem switch for the purpose of routing a call or calls.

14.2 Technical Requirements

14.2.1 Tandem switching shall provide:

14.2.1.1 Signaling to establish a tandem connection;

14.2.1.2 Screening and routing at Parity;

14.2.1.3 Recording of billable events at Parity;

14.2.1.4 Tandem switching shall provide AIN triggers supporting AIN features at Parity with its provision of such triggers for BA subscribers;

14.2.1.5 BA's tandem switching shall provide access to toll free and number portability databases in the same manner as it provides such access to itself and its BA subscribers;

14.2.1.6 Tandem switching shall provide all trunk interconnections, where available, in BA's access tandems; and

14.2.1.7 Tandem switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, IXCs, ITCs, CAPs and CLEC switches that subtend/interconnect at the same access tandem.

14.2.2 Tandem switching shall provide local tandeming functionality between two end offices that subtend/interconnect at the same tandem, including two offices belonging to different CLECs (e.g., between an AT&T end office and the end office of another CLEC).

14.2.3 Tandem Switching shall preserve CLASS features and Caller ID as traffic is processed on SS7 trunk groups at Parity. Additional signaling information and requirements are provided in Section 12.

14.2.4 BA shall perform routine testing and fault isolation on the underlying switch that is providing tandem switching and all its interconnections at Parity with its performance of such testing for its own subscriber services. When commonly available, the results of the testing shall be made immediately available to AT&T.

14.2.5 Tandem switching shall control congestion using capabilities such as automatic congestion control and network routing overflow. Congestion control provided or imposed on AT&T traffic shall be at Parity with controls being provided or imposed on BA traffic for itself and its subscribers.

14.2.6 Tandem switching shall route calls to BA or AT&T endpoints or platforms for which tandem switching is provided. For tandem switching with unbundled common transport, call routing including overflow is accomplished as BA's network normally routes the calls. For tandem switching with unbundled dedicated transport, specific routing may be requested through the BFR process.

14.2.7 Tandem switching shall process originating toll-free traffic received from an AT&T local switch.

14.2.8 In support of AIN triggers and features, tandem switching shall provide SSP capabilities at Parity with BA's provision of these capabilities for its own subscribers

under the same circumstances when these capabilities are not available from local switching.

14.2.9 The local switching and tandem switching functions may be combined in a switch. If this is done, both local switching and tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

14.3 Interface Requirements

14.3.1 Tandem switching shall interconnect, with direct trunks, to all Telecommunications Carriers with which BA interconnects.

14.3.1.1 AT&T shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, or other LEC or CLEC to which it sends, or from which it receives, local traffic that transits BA facilities over traffic exchange trunks. If AT&T fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide written notification of such agreement, including the relevant rates therein, to BA, but continues to utilize BA's transit service for the exchange of local traffic with such wireless carrier, ITC, or other LEC or CLEC, AT&T shall, in addition to paying the rate set forth in Attachment 1 for said transit service, pay BA any charges or costs such terminating third party carrier imposes or levies on BA for the delivery or termination of such traffic, including any switched access charges, plus all reasonable expenses incurred by BA in delivering or terminating such traffic and/or resulting from AT&T's failure to secure said reciprocal local traffic exchange arrangement. BA will, upon request, provide AT&T with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to transit traffic.

14.3.1.2 Transit traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA telecommunications services settlement agreement between the Parties. Meet-Point Billing compensation arrangements as described in Section 2 of Attachment 6 of this Agreement shall be utilized for compensation for the joint handling of toll traffic.

14.3.1.3 BA expects that most networks involved in transit traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message

Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

14.3.1.4 Transit traffic to and from AT&T shall be routed over the traffic exchange trunks.

14.3.2 BA shall provide signaling necessary to provide tandem switching with feature functionality impacts and effects at Parity .

Section 15. Additional Requirements

This Section 15 of Attachment 2 sets forth the additional requirements for Network Elements which BA agrees to offer to AT&T under this Agreement.

15.1 Cooperative Testing

15.1.1 Definition:

Cooperative Testing means that both BA and AT&T shall cooperate with reasonable requests from the other to (1) ensure that the Network Elements and ancillary functions and additional requirements being provided to AT&T by BA are in compliance with the requirements of this Agreement, (2) test the overall functionality of various Network Elements and ancillary functions provided by BA to AT&T in combination with each other or in combination with other equipment and facilities provided by AT&T or third parties, (3) test the overall functionality of services provided by third parties involving or combining Network Elements provided by BA and services provided by AT&T, and (4) ensure that billing data can be provided to AT&T and BA.

15.1.2 Requirements

Within forty-five (45) days of the Effective Date of this Agreement, AT&T and BA will agree upon a process to resolve technical issues relating to interconnection of AT&T's network to BA's network and Network Elements. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each Party's management. If AT&T and BA do not reach agreement on such a process within forty-five (45) days, any issues that have not been resolved by the Parties with respect to such process shall be submitted to the procedures set forth in Section 14 of this Agreement unless both Parties agree to extend the time to reach agreement on such issues.

15.1.2.1 Where mutually agreed (e.g. POT bays in the common area associated with physical collocation), BA shall provide AT&T access for testing AT&T facilities at interfaces between a BA Network Element or at interfaces

between a BA combination and AT&T equipment or facilities. This access shall be available seven (7) days per week, twenty-four (24) hours per day.

15.1.2.2 When mutually agreed, BA shall temporarily provision AT&T designated local switching features (e.g. customized routing) for testing. AT&T and BA shall mutually agree on the procedures to be established between BA and AT&T to expedite such provisioning processes for feature testing.

15.1.2.3 Upon reasonable request, BA and AT&T shall provide technical staff to meet with each other to provide required support for cooperative testing.

15.1.2.4 Dedicated transport and ULL may experience alarm conditions due to in-progress tests. When an entire BA facility is dedicated to AT&T services, BA shall not remove such facility from service without obtaining AT&T's prior approval.

15.1.2.5 BA shall provide to AT&T electronic access to 105 type responders, 100-type test lines, or 102-type test lines associated with any circuits under test.

15.1.2.6 AT&T and BA shall endeavor to complete cooperative testing as mutually agreed.

15.1.2.7 AT&T may accept or reject the Network Element ordered by AT&T if, upon completion of cooperative acceptance testing, the tested Network Element does not meet the requirements stated in applicable technical references included in Attachment 14 of this Agreement.

15.2 Protection, Restoration, and Disaster Recovery

15.2.1 Scope:

This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.

15.2.2 Requirements

15.2.2.1 BA shall provide protection, restoration, and disaster recovery capabilities at Parity with those capabilities provided for their own services, facilities and equipment (e.g., equivalent circuit pack protection ratios, facility protection ratios).

15.2.2.2 BA shall provide Network Elements equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.

15.2.2.3 BA shall provide Network Elements equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.

15.2.2.4 BA shall restore Network Elements which are specific to AT&T end user subscribers on a priority basis as AT&T may designate at Parity.

15.3 Synchronization

15.3.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

15.3.2 Technical Requirements

The following requirements are applicable to the case where BA provides synchronization to equipment that AT&T owns and operates within a BA location. In addition, these requirements apply to synchronous equipment that is owned by BA and is used to provide a Network Element to AT&T. Synchronization services provided by BA for equipment that AT&T owns and operates within a BA location shall be subject to rates and charges to be determined.

15.3.2.1 The synchronization of clocks within digital networks is divided into two parts: intra-building and inter-building. Within a building, a single clock is designated as the building integrated timing supply (BITS), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS received synchronization references from remotely located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

15.3.2.2 To implement a network synchronization plan, clocks within digital networks are divided into four stratum levels. All clocks in strata 2, 3, and 4

are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability during trouble conditions such as the loss of all synchronization references.

15.3.2.2.1 **Intra-Building**

15.3.2.2.1.1 Within a building, there may be different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DS1 transmission interfaces. Synchronization at the DS0 rate is accomplished by using a composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when the appropriate composite signal is a 64-kHz 5/8th duty cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

15.3.2.2.2 **Inter-Building**

15.3.2.2.2.1 BA shall provide inter-building synchronization at the DS1 rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and BA shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning; synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

15.3.3 **Synchronization Distribution Requirements**

15.3.3.1 Central Office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 3 enhanced clock as specified in

ANSI T1.101-1994 and Bellcore *GR-1244 Clocks for the Synchronized Network: Common Generic Criteria*.

15.3.3.2 Central Office BITS shall be powered by primary and backup power sources.

15.3.3.3 If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in alarm indication signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with better performance than 1 frame repetition or deletion (slip) per week.

15.3.3.4 DS1s multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in ANSI T1.105-1995) signal shall not be used as reference facilities for network synchronization.

15.3.3.5 The total number of Network Elements cascaded from the stratum 1 source shall be minimized.

15.3.3.6 A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

15.3.3.7 BA shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).

15.3.3.8 Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).

15.3.3.9 No timing loops shall be formed in any combination of primary and secondary facilities.

15.3.3.10 An operations support system (OSS) shall continuously monitor the BITS for synchronization related failures or degradation.

15.3.3.11 An OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization related failures or degradation.

15.3.3.12 For non-SONET equipment, BA shall provide synchronization facilities which, at a minimum, comply with the standards set forth in ANSI

T1.101-1994.

15.3.3.13 All equipment approved for deployment in BA's network shall meet Bellcore GR-253 and GR-1244 requirements.

TABLE OF CONTENTS

COLLOCATION

Section 1.	Introduction
Section 2.	Technical Requirements
Section 3.	License

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation. BA shall provide AT&T Collocation in accordance with the terms of its FCC and Virginia Collocation Tariffs and the provisions of this Attachment 3. Any conflicts between the Tariff and the provisions of this Attachment 3 shall be resolved as set forth in Section 2.3 of the Agreement.

Section 2. Technical Requirements

2.1 BA shall provide space, where available and as reasonably requested by AT&T, to meet AT&T's needs for placement of equipment. AT&T may collocate only that equipment which is used or useful for interconnection and access to Network Elements. AT&T agrees to comply with any and all restrictions imposed by the Commission and FCC on the installation and use of equipment in collocated interconnection space. and Remote switching equipment, if any is collocated, may not be used for switching.

2.1.1 To the extent practicable and consistent with the needs of BA and other collocators, BA will use reasonable efforts to place AT&T's physically collocated interconnection space so as to permit AT&T to expand its collocated interconnection space to a contiguous area, provided that such expansion will not preclude AT&T from applying for additional space that is non-contiguous with the original space, to the extent such space is available and such application is consistent with the provisions of this Attachment.

2.1.2 Subject to availability, physically-located interconnection will be provided on a first-come, first-served basis in a physically-located office until available Collocation space and facilities are exhausted. In such instances where two or more requests for space are received at the same time for a Central Office building with limited space, a lottery will be administered to determine the order of selection of applicants.

2.1.3 If the space remaining in the portion of the Central Office in which physical Collocation is provided (the "Collocation Space") is less than one-hundred (100) square feet or otherwise configured so as to be unsuited to meet the requirements of another collocator that has requested such space, the existing collocator(s) shall have the option of applying for any portion(s) of the remaining space.

2.1.4 In the event that AT&T withdraws its request for Collocation service prior to completion, BA will refund the pre-paid design and planning fee, less actual costs incurred by BA.

2.1.5 Upon receipt of AT&T's first Collocation application form, BA will, upon request, make available to AT&T at cost any applicable Bellcore or BA-specific documentation as listed in BA's Tariff F.C.C. No. 1, Section 19.3.5. AT&T is responsible for obtaining all other documentation listed in Attachment 14.

2.1.6 At the time BA tenders estimated construction charges to AT&T pursuant to Section 2.12.1 of this Attachment 3, BA shall provide any information in its possession or control regarding the environmental condition of the space provided for those sites, where the information is reasonably available. BA shall also notify AT&T at such time of the following conditions of which it is aware: the existence and condition of asbestos, lead paint, hazardous substance contamination, and the like.

2.1.7 BA shall allow AT&T to perform reasonable environmental site investigations within the designated Collocation space, including, but not limited to, asbestos surveys, which AT&T deems to be necessary in support of its Collocation needs, upon completion of BA's required construction work for the AT&T Collocation space.

2.1.8 If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material, particularly but not limited to asbestos or lead paint which makes the placement of such equipment or interconnection hazardous, BA shall offer an alternative space, if available at the same BA premise, for AT&T's consideration.

2.2 Where technically feasible, BA shall provide intraoffice facilities (e.g., DS1, DS3, DS0, OC3, OC12, OC48, and STS-1, terminations where and when available) as requested by AT&T to meet AT&T's need for placement and interconnection of equipment.

2.3 BA agrees to allow AT&T's employees and designated agents unrestricted access to AT&T dedicated space in BA offices twenty-four (24) hours per day each day of the week. BA may place reasonable security restrictions on access by AT&T's employees and designated agents to the AT&T collocated space in BA offices, in accordance with BA's Collocation Tariffs and Attachment 9.

2.4 Where technically feasible, BA shall provide the connection between the equipment in the collocated spaces of two (2) or more Telecommunications

Carriers permitting each such Telecommunications Carrier to interconnect its network with that of another collocating Telecommunications Carrier at the BA premises, provided that the collocated equipment is used for interconnection with BA or for access to BA's Network Elements.

2.5 BA shall permit AT&T to subcontract the construction of physical Collocation arrangements within the AT&T Collocation space, to BA's construction specifications, with contractors approved by BA, provided, however, that BA shall not unreasonably withhold approval of contractors. Approval by BA shall be based on the same criteria it uses in approving contractors for its own purposes.

2.6 AT&T may order from BA basic business telephone service at the Collocation space, as may be required for administrative purposes.

2.7 BA shall provide lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment in substantial conformance with Bell Communication Research ("Bellcore") Network Equipment-Building System ("NEBS") standards TR-EOP-000063. AT&T may order additional lighting and AC power in accordance with BA's Collocation Tariffs.

2.8 BA shall provide access to bathrooms and drinking water within a collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for authorized AT&T personnel and agents in facilities where such amenities are located in Collocation common areas. Where such amenities are not available within a Collocation common area and where BA has employees available on the premise, BA shall provide an escort for access to such facilities.

2.9 BA shall provide all ingress and egress of fiber and power cabling to AT&T collocated spaces in compliance with AT&T's reasonable cable diversity requirements. The specific level of diversity requested for each site or Network Element will be provided in the Collocation request. AT&T shall pay BA any reasonable special construction charges incurred in providing AT&T the requested level of diversity where said diversity is not available.

2.10 In a Collocation arrangement hereunder, BA shall protect AT&T's proprietary information to the extent required by applicable law.

2.11 BA shall notify AT&T's National Network Management Center at least five (5) business days prior to those instances when BA or its subcontractors know they will be performing work reasonably anticipated to affect AT&T's service on the DC power plants which support AT&T equipment. BA will inform AT&T by telephone of any emergency related activity reasonably anticipated to affect AT&T's service that BA or its subcontractors may be performing on the DC power plants which support AT&T

equipment. Notification of any emergency related activity shall be as soon as practicable so that AT&T can take any action required to monitor or protect its service.

2.12 AT&T shall submit a request to collocate equipment using the forms attached as Exhibit A and Exhibit B. Promptly following AT&T's submission of a Collocation application, BA shall review the application and within ten (10) business days, conduct a meeting with AT&T to review the details of the application to assure that it is complete.

2.12.1 Within thirty (30) days after the application review meeting, BA shall tender to AT&T drawings of the proposed Collocation space and estimated construction charges. AT&T shall review the drawings and either approve them or specify changes to the space design within thirty (30) days after receiving them. Promptly thereafter, BA and AT&T shall agree on final drawings, specifications and charges for the requested space specified on AT&T's application. Upon AT&T's request, BA shall construct the Collocation space in substantial compliance with the final drawings and specifications agreed upon by the Parties.

2.13 AT&T and BA will complete an acceptance walk through of collocated space constructed by BA. Exceptions from drawings and plans approved under Section 2.12 that would materially affect AT&T's intended use of the space that are noted by AT&T during this acceptance walk through shall be corrected, or the price otherwise adjusted, by BA within five (5) business days after the walk through unless otherwise agreed. The correction of these exceptions from the original Collocation application shall be at BA's expense.

2.14 BA shall provide telephone equipment drawings depicting the location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for BA point of termination bay(s) to AT&T upon completion of BA construction of the AT&T Collocation space.

2.15 BA shall provide drawings depicting available paths, with dimensions, for AT&T outside plant fiber ingress and egress into AT&T collocated space at the initial site implementation meeting between AT&T and BA within ten (10) business days of BA's acceptance of AT&T's request for Colocation space. Such path and any areas around it in which AT&T must work to perform installation shall be free of asbestos, lead paint (unless encapsulated), and other health or safety hazards to the same extent that comparable BA work areas in the same premises are free of such conditions.

2.16 BA shall provide power cabling connectivity information, including the sizes and number of power feeders, to AT&T upon completion of BA construction of AT&T Collocation space.

2.17 BA shall provide positive confirmation to AT&T when its construction of AT&T Collocation space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.

2.18 BA shall make commercially reasonable efforts to provide the following information to AT&T within ten (10) business days of receipt of request from AT&T unless otherwise agreed:

2.18.1 Work restriction guidelines.

2.18.2 BA or industry technical publication guidelines that impact the design of virtually collocated equipment.

2.18.3 BA contacts (names and telephone numbers) for the following areas:

- Engineering
- Physical & Logical Security
- Billing
- Operations
- Site and Building Managers
- Environmental and Safety

2.18.4 Escalation process for BA employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise in connection with AT&T's Collocation activities.

2.19 "Power" as referenced in this Section 2.19 refers to any electrical power source supplied by BA for AT&T Collocation equipment. It includes necessary superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. BA will supply power to support collocated AT&T equipment at equipment-specific and industry standard DC and AC voltages. BA shall supply power to AT&T at Parity with that provided by BA to itself or to any third party at the premises.

2.19.1 Central Office power supplied by BA into the AT&T equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall support the requested quantity and capacity of AT&T equipment in accordance with the Collocation Tariff. The termination location shall be as reasonably requested by AT&T.

2.19.2 BA shall provide power as reasonably requested by AT&T to meet AT&T's need for the interconnection and placement of equipment in accordance with Tariff.

2.19.3 BA power equipment supporting AT&T's equipment shall:

2.19.3.1 Comply in material respects with applicable industry standards (e.g., Bellcore, and NEBS) for equipment installation, cabling practices, and physical equipment layout;

2.19.3.2 Have redundant power feeds with physical diversity and battery back-up for AT&T equipment at Parity with that provided for similar BA equipment at the same premises. Power requirements for remote switching equipment, if any is collocated, and physical diversity for power feeds where such diversity is not already available, may require special construction.

2.19.3.3 Upon AT&T's request, BA will provide prices and specifications for unique battery and power requirements, including those for other types of equipment that can be collocated under this Agreement;

2.19.3.4 Provide Central Office ground, connected to a ground electrode in compliance with applicable industry standards. Central Office ground for remote switching equipment, if any is collocated, may require special construction; and

2.19.3.5 Provide feeder capacity and quantity to support the equipment layout for AT&T equipment in accordance with AT&T's Collocation application. Feeder capacity for remote switching equipment, if any is collocated, may require special construction.

2.19.4 BA shall use commercially reasonable efforts to, within forty-five (45) days of AT&T's application:

2.19.4.1 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of AT&T (except for any work that is covered by a Tariffed rate);

2.19.4.2 Provide AT&T access to its collocation space upon completion of construction that will provide safe and secure access to the Collocation space;

2.19.4.3 Provide cabling that adheres in all material respects to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063; and

2.19.4.4 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with agreed OSHA or industry guidelines.

2.20 BA shall provide virtual Collocation where physical Collocation is not practical for technical reasons or because of space limitations. BA shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities.

2.21 Standard intervals for physical Collocation shall be one hundred twenty (120) days from the date an application is finalized and approved by the Parties. Virtual Collocation will have a standard interval of sixty (60) days from the date an application is finalized and approved by the Parties.

2.22 AT&T may collocate only that equipment which is used or useful for interconnection and access to Network Elements. AT&T may collocate the quantity and type of such equipment it reasonably deems necessary in its Collocation space, provided that the equipment meets Bellcore specifications. Approved vendors will, at minimum, be vendors BA currently approves for their own use. BA will not unreasonably withhold approval of additional vendors whose equipment meets Bellcore specifications.

2.23 AT&T may choose to lease unbundled transport from BA or a third carrier for the purpose of connection to AT&T collocated equipment, rather than construct to such facilities, all in accordance with Applicable Law.

2.24 BA will maintain AT&T's virtually collocated equipment in Parity with how it maintains its own equipment. Such maintenance shall include the change out of electronic cards provided by AT&T and per AT&T's request.

Section 3. License

BA hereby grants AT&T a license to occupy any premises or rack space which contain AT&T collocated equipment as permitted hereunder, including without limit all necessary ingress and egress, all in accordance with the terms and conditions of this Agreement including this Attachment 3.

TABLE OF CONTENTS

PROVISIONING AND ORDERING

- Section 1. General Business Requirements
- Section 2. Local Service Request Process Requirements
- Section 3. Systems Interfaces and Information
- Section 4. Standards

PROVISIONING AND ORDERING

1.0 General Business Requirements

1.1 Ordering and Provisioning Parity

1.1.1 During the term of this Agreement (beginning as soon as practicable for AT&T systems under development), each Party shall provide the other with necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable a Purchasing Party to provide Resale Services at Parity with the Providing Party.

1.1.2 During the term of this Agreement, BA shall provide AT&T with necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable AT&T to provide telecommunications services using Network Elements, as described herein.

1.2 CLEC Sales and Support Center ("CSSC")/Single Point of Contact ("SPOC")

1.2.1 BA shall provide up to three (3) CSSCs (or reasonably equivalent offices) which shall serve as AT&T's SPOC for all activities involved in the ordering and provisioning of BA's Network Elements and Resale Services. The SPOC systems shall receive Local Service Requests ("LSR") (through an electronic interface) twenty-four (24) hours a day, seven (7) days a week.

1.2.2 The SPOC shall provide service during the hours of 8:30 a.m. to 4:30 p.m., EST, Monday through Friday (or such additional hours as BA shall provide service to its own subscribers), adequately staffed by personnel reasonably trained to answer questions, to process LSRs in a timely manner, and to resolve problems in connection with the ordering and provisioning of BA's Network Elements and Resale Services.

1.2.3 BA shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities from 7:00 a.m. to 10:00 p.m., EST, Monday through Friday, and Saturday from 7:00 a.m. to 8:00 p.m., EST., or for such additional hours as BA shall provide service to its own subscribers. Additional charges may be incurred for dispatches

outside of BA's normal work days and work hours, consistent with Bell Atlantic's business practices.

1.3 Street Address Guide ("SAG")

Commencing with the Effective Date of this Agreement, if BA should cease using postal information to develop and maintain its SAG, then upon terms and conditions to be mutually agreed and to the extent authorized by the relevant federal, state, and local authorities, BA shall provide to AT&T SAG data, or its equivalent, in a standard electronic format.

1.4 Customer Payment History

Neither Party shall refuse service to a potential Customer of the other Party on the basis of the Customer's past payment history with the Providing Party, provided that the Purchasing Party shall be responsible for payment to the Providing Party for purchased services with respect to such Customer regardless of the payment performance of the Customer. The purchasing Party shall have no responsibility for payment to the Providing Party of any past due amounts attributable to such Customer at the time that the Customer is won by the Purchasing Party.

1.5 Carrier Selection

1.5.1 For Resale Services or relevant Network Elements, each Party shall provide to the other, when ordered by the Commission, the capability to order local, intraLATA, and interLATA service by entering the other Party's Customer's choice of carrier on a single LSR. Each Party shall provide the other Party with the capability to order separate interLATA and intraLATA carriers on a line or trunk (with line side treatment) basis when intraLATA toll carrier presubscription is implemented.

1.5.2 Where intraLATA toll carrier presubscription is not implemented, each Party agrees to provide intraLATA toll services for resale, to resold or unbundled switch lines provided to the other Party. Where intraLATA toll carrier presubscription is implemented, each Party will route toll calls to the appropriate carrier as designated by the other Party.

1.6 Notification to Long Distance Carrier

1.6.1 Subject to Attachment 14 of the Agreement, each Party shall support and implement new transaction code status indicators

("TCSIs") defined by OBF in support of local resale to enable the other Party to provide seamless Customer service.

1.6.1.1 Each Party shall implement TCSIs used in conjunction with the new local service provider ("LSP") identification code for handling account maintenance, Customer service, and such other codes as OBF may define.

1.6.1.2 In addition, each Party shall implement TCSIs used in conjunction with the new ported telephone number field to link "shadow" and ported telephone numbers in support of INP.

1.6.2 Each Party shall provide to the other Party the LSP ID on purchased lists of the other Party's PIC'd and non-PIC'd Customers.

1.6.3 Each Party shall provide the ported telephone number on purchased CARE lists of the other Party's PIC'd and non-other Party's PIC'd Customers.

1.7 Number Administration/Number Reservations

1.7.1 Until number administration functions are assumed by a neutral third party in accordance with Applicable Law, BA shall assign NXX codes to AT&T on a non-discriminatory basis with no restrictions other than those imposed upon all carriers under the North American Numbering Plan or comparable conventions. In addition, each Party shall provide activation of translations routing of the other Party's NXX codes to meet established national implementation dates. Further, BA shall provide AT&T with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including specific numbers where available, while a Customer is on the phone with AT&T, all at Parity. BA shall provide the same range of number choices to AT&T, including choice of exchange number, as BA provides its own Customers. Reservation and aging of numbers associated with BA Resale Services and BA Network Elements shall remain BA's responsibility. Reservation and aging of numbers associated with AT&T Resale Services shall remain AT&T's responsibility.

1.7.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX codes in accordance with Attachment 8 of this Agreement.

1.7.3 If and when available from a Party, each Party shall accept LSRs from the other Party for vanity numbers and blocks of numbers for use with relevant complex services including, but not limited to, direct inward dialing, CENTREX, and hunting arrangements, as reasonably requested by a Purchasing Party, in accordance with applicable Tariffs, and at Parity.

1.7.4 For simple services number reservations, each Party shall provide real-time confirmation of the number reservation. For number reservations associated with relevant complex services, each Party shall provide confirmation of the number reservation within two (2) business days of the Purchasing Party's request. Number reservations shall be provided in accordance with applicable Tariffs and at Parity with that provided a Party's own Customers.

2.0 Local Service Request Process Requirements

2.1 OBF Compliance

2.1.1 Subject to Attachment 14 of the Agreement and in accordance with OBF standards, BA and AT&T shall generally follow the OBF-developed ordering and provisioning process standards. These include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, firm order confirmation, and those to be developed for delay notification, completion notification and the like. Each Party agrees to work cooperatively to implement future relevant OBF-developed processes related to ordering and provisioning.

2.2 Service Migrations and New Customer Additions

2.2.1 For Resale Services, except as stated in the next sentence of this Section 2.2.1, neither Party shall require a disconnect order from a Customer, another local service provider, or any other entity, to process the other Party's LSR to establish the other Party's local service and/or migrate a Customer to the other Party's local service. The provisions of the foregoing sentence of this Section 2.2.1 shall not apply if a Party has established a service option under which a Customer of the Party (including a resale Telecommunications Carrier Customer) may issue a "Do Not Touch" or similar instruction with regard to the Customer's service, specifying that the service may be disconnected and/or changed only by an instruction directly from the Customer to the Party providing the service, and the Customer has elected to invoke this option with regard to the Customer's service.

2.2.2 With respect solely to Resale Services available hereunder, neither Party shall disconnect any such service or associated features at any time during the migration of a Customer to the other Party's service without the prior consent of the other Party, unless such disconnection is necessitated by the change in service requested by the other Party. Upon completion of such migration and in accordance with Section 42 of the Agreement, the Party that has won the Customer shall be responsible for payment for only such services as have been ordered, activated or used by that Party, that Party's Customer or another person.

2.2.3 Except as stated in the next sentence of this Section 2.2.3, for services provided through Network Elements, a Party shall recognize the other Party as an agent for the Customer in coordinating the disconnection of services provided by another carrier. The provisions of the foregoing sentence of this Section 2.2.3 shall not apply if a Party has established a service option under which a Customer of the Party (including a resale Telecommunications Carrier Customer) may issue a "Do Not Touch" or similar instruction with regard to the Customer's service, specifying that the service may be disconnected and/or changed only by an instruction directly from the Customer to the Party providing the service, and the Customer has elected to invoke this option with regard to the Customer's service. The Customer's new carrier shall be responsible for complying with Section 33 of the Agreement. In addition, when coordinated cutover services are ordered, neither Party shall disconnect any services provided to the Customer until the Customer's new carrier notifies the other carrier that the new carrier's unbundled elements are installed and operational, except where existing facilities are being reused.

2.2.4 Unless otherwise directed by the Customer's new carrier, when that Party orders Resale Services or local switching Network Elements, all trunk or telephone numbers currently associated with existing POTS services shall be retained without loss of feature capability and without loss of associated ancillary services, including, but not limited to, directory assistance services and 911/E911 capability, provided that the Customer's new carrier includes such features and ancillary services in its LSRs.

2.2.5 With respect to BA Resale Services, AT&T may submit LSRs for BA Customers who convert their existing Telephone Exchange Service to BA Resale Services by submitting an LSR which indicates the desired service configuration for each end user line being converted ("migration-as-specified LSRs"). By submitting migration-as-specified LSRs, AT&T directs BA to remove all services and to

connect only those services stated on the migration-as-specified LSR without disconnecting the line.

2.2.5.1 Where there is no change in the Customer's directory listing information, AT&T intends to develop and implement the capability, by January 1, 1998, not to submit a Directory Service Request or to indicate on the Directory Service Request that there is no change to the Customer's directory listing information.

2.2.5.2 If the migration-as-specified LSR is incomplete, insufficient, incorrect, or contains conflicting information such that BA is not able to process the migration-as-specified LSR, BA may reject such LSR. Any such rejection shall not be considered in any manner in measuring or calculating BA's service performance or satisfying any performance measurements under this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, (a) in the absence of gross negligence or willful misconduct, BA shall have no liability to AT&T, any AT&T customer, or any other third party as a result of or otherwise in connection with the rejection of any migration-as-specified LSR; (b) AT&T shall review with the Customer all the Telecommunications Services the Customer ordered and retained for the existing telephone number; and (c) AT&T shall indemnify BA and hold BA harmless from and against any and all claims, losses, liabilities and damages to third parties incurred by BA by reason of such incomplete, insufficient, incorrect or otherwise erroneous migration-as-specified LSR.

2.2.5.3 BA shall develop the capability to process migration-as-specified LSRs for services and account types listed in Appendix 1 on a mechanized basis and intends to have this capability available for testing with AT&T by December 1, 1997. Following the successful completion of testing, AT&T and BA shall agree on the actual implementation date of this capability. Such implementation will be targeted for January 1, 1998, and will be sufficient to handle a commercially reasonable volume of migration-as-specified LSRs for the service and account types listed in Appendix 1. The Parties shall mutually agree to the expansion of this capability to additional service and account types.

2.2.5.4 All charges applicable under this Agreement to LSRs generally shall apply to migration-as-specified LSRs.

2.2.5.5 The Parties shall negotiate in good faith to agree on documented interface specifications. AT&T agrees to provide adequate prior written notice to BA in the event it decides to submit

migration-as-specified LSRs for any high volume, unusual quantity or other non-ordinary course of business request (e.g., orders for AT&T employees) so that BA may take any additional steps necessary to process such LSRs in a timely fashion, including further testing of BA's capability for processing migration-as-specified LSRs. The Parties shall work cooperatively to assure that any problems in connection with implementation and the provision of such capabilities are resolved.

2.2.5.6 AT&T agrees that a preponderance of the migration-as-specified LSRs it submits to BA will be for service and account types listed in Appendix 1. The Parties further agree that any changes to the agreed upon service and account types that BA can process on a mechanized basis that the Parties may undertake to negotiate shall preserve and not degrade such full mechanized processes.

2.2.5.7 BA agrees to accept migration-as-specified LSRs for service and account types that BA cannot process on a fully mechanized basis. When and if the Commission determines that additional charges for processing such LSRs may be assessed and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the prime or appropriate Commission-determined rate.

2.2.6 When AT&T submits an LSR to order a combination of BA local loop and switching Network Elements as a replacement for Local Exchange Services currently provided by BA to the Customer, AT&T will include on the LSR the "Combined Loop and Unbundled Local Switching" code in the Requisition Type and Status field, the "Conversion of service to new LSP" code in the Activity field and the existing telephone number on the Loop and Port Service forms. By submitting such LSRs, AT&T directs BA to disconnect any Telephone Exchange Services provided to the end user for the specified telephone number and to connect the BA local loop and switching Network Elements stated on such LSRs. Notwithstanding anything to the contrary set forth in this Agreement, (a) AT&T shall review with the Customer all the Telecommunications Services the Customer ordered and retained for the existing telephone number before submitting such LSR to BA and (b) AT&T shall indemnify BA and hold BA harmless from and against any and all claims, losses, liabilities and damages to third parties incurred by BA for processing such LSR.

2.3 Coordinated Cut-Over Process

The following cutover coordination procedures shall apply, upon request by the Customer's new carrier, for the conversion of "live" telephone exchange services to or from service over ULLs. These and other mutually agreed-upon procedures shall apply reciprocally for the "live" cutover of Customers from BA to AT&T and from AT&T to BA. NP cutover procedures shall be reasonably agreed by the parties at such time as the capability has been developed.

2.3.1 The Customer's new carrier ("the requesting Party") shall request cutover coordination by delivering to the other Party a valid electronic transmittal LSR (when available) or another mutually agreed-upon type of LSR. Such LSR shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within twenty-four (24) hours of the other Party's receipt of such valid LSR, the other Party shall provide the requesting Party the FOC date and time.

2.3.2 On each order, the Parties will agree on a cutover time at least forty-eight (48) hours before that cutover. Cutover time will be defined as a fifteen (15) to thirty (30) minute per line window within which both Parties will make telephone contact to complete the cutover. The cutover window for other methodologies will be agreed to by the Parties.

2.3.4 Within the appointed fifteen (15) to thirty (30) minute cutover time, the requesting Party will call the other Party to coordinate cutover work and when the other Party is reached in that interval, such work will be promptly performed.

2.3.5 If the requesting Party requires a change in scheduling, it must contact the other Party to issue a supplement to the original order. The negotiations process to determine the date and time of cutover will then be reinitiated as usual pursuant to Section 2.3.2.

2.3.6 If the requesting Party is not ready within the appointed interval and if it had not called to reschedule the work at least two (2) hours prior to the start of the interval, the requesting Party shall be liable for the non-recurring charge for such work for the missed appointment. In addition, non-recurring charges, if applicable, for the rescheduled appointment will apply.

2.3.7 If the other Party is not available or not ready at any time during the appointed fifteen (15) to thirty (30) minute interval, the Parties will reschedule and the other Party will waive the non-recurring charge, if

applicable, for such work whenever it is performed pursuant to an agreed-upon rescheduling.

2.3.8 Beginning nine (9) months from the Effective Date of the Agreement, if unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cutover, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the Customer are the responsibility of the requesting Party.

2.4 Intercept Treatment and Transfer of Service Announcements

2.4.1 For Resale Services, the Providing Party, upon request of the Purchasing Party, shall provide unbranded basic intercept treatment and transfer of service announcements for calls to the Purchasing Party's Customers. The Providing Party shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

2.4.2 For Network Elements, BA, upon AT&T's request, shall provide unbranded basic intercept treatment and transfer of service announcements for calls to AT&T's Customers. BA shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

2.5 Desired Due Date ("DDD")

2.5.1 For services with agreed upon intervals, the Purchasing Party shall select on each LSR a DDD consistent with agreed intervals. For services with variable intervals, AT&T shall select among available due dates obtained from ECG (Electronic Communications Gateway) for specific services with variable intervals. The Providing Party shall use reasonable efforts to not complete the LSR prior to the DDD or later than the DDD unless authorized by the Purchasing Party.

2.5.2 If the DDD falls after the standard LSR completion interval (as mutually agreed by the Parties), the Providing Party shall use reasonable efforts to complete the LSR on the DDD.

2.5.3 Subsequent to an initial LSR submission, the Purchasing Party may request a new/revised DDD that is earlier than the minimum defined interval. The Providing Party shall use reasonable efforts to meet such DDD and may, consistent with its business practices,

assess non-discriminatory expedite charges as identified in Attachment 1.

2.5.4 Any special or preferred scheduling options available to the Providing Party to serve the Providing Party's Customers shall also be available to the Purchasing Party to serve the Purchasing Party's Customers who are similarly situated to the Providing Party's Customers. The Providing Party may assess Non-Discriminatory charges for such options.

2.6 Customer Premises Inspections and Installations

Each Party shall perform or contract for any needs assessments, including equipment and installation requirements, at the premises of its Customer.

2.7 Firm LSR Confirmation ("FOC")

2.7.1 Subject to Attachment 14 of the Agreement, the Providing Party shall provide to the Purchasing Party, via an electronic interface, a FOC meeting OBF standards for each Purchasing Party LSR, after a reasonable implementation interval from final acceptance of the particular OBF standard.

2.7.2 For a revised FOC, the Providing Party shall provide LSR detail in accordance with OBF standards after a reasonable implementation interval from final acceptance of the particular OBF standard.

2.8 LSR Rejections

The Providing Party shall reject and return to the Purchasing Party any LSR that the Providing Party cannot provision because the DDD is prior to the submission date of the LSR.

2.9 LSR Changes

2.9.1 If an installation or other ordered work requires a material change from the original LSR, the Providing Party shall contact the Purchasing Party in advance of performing the installation or other work to obtain authorization for the change. The Providing Party shall then provide the Purchasing Party an estimate of additional labor hours and/or materials. After all installation or other work is completed, the Providing Party shall promptly notify the Purchasing Party of actual labor hours and/or materials used in accordance with regular LSR completion processes.

2.9.1.1 If additional work is completed on an LSR, as approved by the Purchasing Party, the cost of the additional work must be reported to the Purchasing Party.

2.9.1.2 If work on an LSR is partially completed, notification shall identify the work that was performed and work remaining to be completed.

2.9.2 If a Purchasing Party's Customer requests the Providing Party's personnel, while they are at the Customer's premises to perform installation or other work on behalf of the Purchasing Party, to make a service change, the Providing Party's personnel shall direct the Customer to contact the Purchasing Party to order such change.

2.10 Jeopardy Situations

The Providing Party shall provide to the Purchasing Party known delayed order notification prior to the committed due date, and other known delays in completing work specified on the Purchasing Party's LSR as detailed on the FOC, in accordance with mutually agreed procedures.

2.11 Cooperative Testing

2.11.1 Cooperative Testing shall be performed in accordance with Attachment 2, Section 15.1.

2.11.2 Systems and Process Testing

The Parties shall cooperate upon request to assess whether all operational interfaces and processes are in place and functioning as intended. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Either Party may request cooperative testing as it deems appropriate to assess service performance, reliability, and Customer serviceability.

2.12 Service Suspensions/Restorations

Upon the Purchasing Party's request through a suspend/restore order, which shall comply with Applicable Law, the Providing Party shall suspend or restore the functionality of any local switching Network Element or dial tone line Resale Service provided by the Providing Party to the Purchasing Party. The Providing Party shall provide restoration priority on a per Network Element or combination basis in a manner that conforms with priorities requested by the Purchasing Party, which shall comply with Applicable Law.

2.13 Disconnects

The Providing Party shall notify the Purchasing Party of any termination of any Offered Service provided under this Agreement to the Purchasing Party when such termination is requested by the Providing Party or any third party. Such notice shall be in a format and detail consistent with industry standards.

2.14 LSR Completion Notification

Subject to Attachment 14 of the Agreement and when industry standards are developed for such service, and after a reasonable implementation interval, upon completion of an LSR by the Providing Party, it shall submit to the Purchasing Party an LSR completion which reasonably details the work performed. Notification shall be provided in accordance with industry standards when developed. The Parties will cooperate in the interim to assure adequate notification.

2.15 Fulfillment Process

Each Party shall conduct all activities associated with the account fulfillment process for all of its Customers.

2.16 Specific Unbundling Requirements

2.16.1 To the extent technically feasible, AT&T may order and BA shall provision Network Elements either individually or in combinations. Network Elements ordered as combined shall be reasonably provisioned as combined by BA, unless AT&T specifies that the Network Elements ordered in combination be provisioned separately.

2.16.2 Prior to providing service in a specific geographic area or when AT&T requires a change of network configuration, the Parties shall cooperate in planning the preparation of Network Elements and switch translations in advance of LSRs for additional Network Elements from AT&T.

2.16.3 For mutually-agreed combinations of Network Elements, Network Elements that are currently connected and ordered together will not be physically disconnected, except for technical reasons.

2.16.4 Network Elements to be provisioned together shall be identified and ordered by AT&T as such.

2.16.5 When ordering a combination of Network Elements, AT&T shall have the option of ordering all features, functions and capabilities of each Network Element, as they exist in BA's network on the date of the LSR.

2.16.6 When AT&T orders Network Elements, BA shall provision the features, functions, and capabilities of the Network Elements specified in this Agreement for such element, as reflected on AT&T's LSR.

2.16.7 AT&T and BA shall cooperate and coordinate activities including the sharing of relevant specifications in such a manner as to promote compatibility between and among respective Network Elements.

2.16.8 Orders for Network Elements will generally contain relevant administration, bill, contact, and Customer information, as defined by the OBF.

2.16.9 Service Intervals for Combinations of BA Local Loop and Switching Network Elements

2.16.9.1 For orders of POTS combinations of BA local loop and switching Network Elements to migrate existing BA customers where the facilities are reused without modification, the service interval will be the comparable BA Resale Service interval.

2.16.9.2 For other types of orders of combinations of BA local loop and switching Network Elements, such as ISDN, designed and complex services, service intervals will be negotiated on a case-by-case basis. If the Parties are not able to reach agreement on specific service intervals within 30 days, either Party may request that the Commission resolve the dispute under Section 14 of the Agreement.

2.16.9.3 This Section 2.16.9 will be revised as required by or as necessary to comply with Applicable Law. Nothing in this Section 2.16.9 shall be construed as a waiver of either Party's position on the appropriate service intervals or their right to assert such position at any time in any forum.

3.0 Systems Interfaces and Information

3.1 General Requirements

3.1.1 Where access to operational support systems functionality is required, each Party (as soon as available for AT&T to the extent required by Applicable Law) shall provide to the other electronic interface(s) for transferring and receiving information and executing transactions in regards to service ordering and provisioning of Network Elements. Subject to Attachment 14 of the Agreement, the BA interface(s) shall be capable of supporting the steps in the OBF-developed ordering and provisioning process no later than April 1, 1997.

3.1.2 Each Party's interfaces shall provide the other Party with the same process and system capabilities for both residence and business ordering and provisioning at Parity.

3.1.3 BA and AT&T shall agree on and implement interim solutions for BA interfaces within forty-five (45) days after the Effective Date of this Agreement. Such interim interface(s) shall, at a minimum, provide AT&T the same functionality and level of service as is currently provided by the electronic interfaces used by BA for its own systems, users, or Customers.

3.1.4 The foregoing interim interfaces or processes may be modified, if so agreed by AT&T and BA, during the interim period.

3.1.5 Until the Party's electronic interfaces are available, the Providing Party agrees that a CSSC or similar function (as described in Section 1.2 of this Attachment) will accept a Purchasing Party's LSRs. LSRs will be transmitted to the CSSC via an interface or method agreed upon by the Parties.

3.2 Ordering and Provisioning for Resale Services

3.2.1 Subject to Section 13 of the Agreement and in accordance with all Applicable Law, the Providing Party shall provide the Purchasing Party with access to Customer Information of a Purchasing Party Customer without requiring the Purchasing Party to produce a signed LOA based on the Purchasing Party's representation that the Customer, in the manner required by Applicable Law and this Agreement, has authorized the Purchasing Party to obtain such Customer Information.

3.2.1.1 Such Customer Information shall be in a format which is acceptable to the Purchasing Party at the line and/or trunk level. In accordance with Applicable Law, the Providing Party

shall provide to the Purchasing Party an electronic interface to Providing Party Customer Information systems which will allow the Purchasing Party to obtain the Providing Party's current Customer profile, including Customer name, billing and service addresses, billed telephone number(s), and identification of features and services on the Customer accounts, and allow the Purchasing Party to obtain information on features and services available in the end office where Customer's services are currently provisioned.

3.2.2 BA shall provide to AT&T a list of Resale Services within sixty (60) days of the Effective Date of this Agreement and shall provide updates to such list in accordance with Section 42 of the Agreement.

3.2.3 The Providing Party shall provide to the Purchasing Party an electronic interface to Providing Party information systems to allow the Purchasing Party to:

3.2.3.1 assign telephone number(s) (if the Customer does not already have a telephone number or requests a change of telephone number);

3.2.3.2 schedule dispatch and installation appointments;

3.2.3.3 provide service availability dates; and

3.2.3.4 transmit status information on LSRs. Until the electronic interface is available, BA agrees that it will provide status on LSRs at the following critical intervals: acknowledgment and firm order confirmation according to interim procedures to be mutually developed.

3.3 Ordering and Provisioning for Unbundling

3.3.1 BA shall provide to AT&T upon reasonable request a listing of available, orderable services for Network Elements that are not already listed in this Agreement.

3.3.2 BA shall provide to AT&T upon request such engineering design and layout information for Network Elements as may be available and mutually agreed.

3.3.3 Subject to Attachment 14 of this Agreement, BA shall provide to AT&T an electronic interface as soon as practicable

after applicable OBF standards are formally accepted which will allow AT&T to determine service due date intervals and schedule appointments. Until applicable OBF standards are formally accepted, BA shall provide AT&T an interim interface to allow AT&T to determine service due date intervals and schedule appointments.

3.3.4 Where applicable, BA shall provide to AT&T information on charges associated with special construction. BA agrees that it will, as soon as practicable, notify AT&T of any charges associated with necessary construction.

3.3.5 On request from AT&T, BA shall provide AT&T with results from mechanized loop tests where such tests are technically feasible on a time and materials basis or at Commission-approved rates, as appropriate.

3.3.6 BA shall provide AT&T with confirmation of circuit assignments at Parity.

4.0 Standards

4.1 General Requirements

4.1.1 AT&T and BA shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements.

MECHANIZATION OF AS SPECIFIED END STATE LSRs

The initial phase of migration-as-specified LSR mechanization is forecasted to include residence and business message and flat rated classes of service, and main and additional lines. For existing BA accounts with the classes of service listed above, the following products/services are projected to be included in the initial phase of migration-as-specified LSR mechanization:

- a) Vertical services (also referred to as CLASS or custom calling features)
- b) Easy Voice
- c) IQ declassification
- d) Home business service
- e) Preferred Telephone Number
- f) Reserved Telephone Number
- g) Blocking
- h) Collect/Third Number call restriction
- i) Volume toll restriction
- j) Toll diversion
- k) Directory assistance exemption
- l) Telecommunications priority installation

MAINTENANCE

MAINTENANCE

1. The Parties shall provide repair, maintenance, testing, and surveillance for all Resale Services, Interconnection, and Network Elements provided under this Agreement in accordance with the terms and conditions of this Attachment.
2. The Parties shall cooperate with each other to meet maintenance standards for all Resale Services, Interconnection, and Network Elements ordered under this Agreement, as specified in Section 8 of this Attachment. Such maintenance standards shall include, without limitation, standards for testing, network management, and notification of standards upgrades as they become available.
3. BA will provide an Electronic Interface as a gateway to BA systems and databases to allow AT&T maintenance personnel and customer service representatives to perform the following functions for BA Resale Services purchased by AT&T: the ability to transmit a new trouble ticket; the ability to receive notification of status changes as they occur including notification of dispatch; the ability to receive employee generated information messages; the ability to track current status on all open AT&T trouble tickets; the ability to request an escalation and receive escalation responses of said request; the ability to receive dispatch "arrive by time" appointment (POTS) when the trouble is established and notification of appointment changes; the ability to update trouble information; and the ability to receive all applicable time and material charges at the time of ticket closure (total by customer, per event) along with clearance time and description of work done. The Parties will continue to negotiate reciprocal interfaces and procedures for maintenance of Interconnection and Network Elements, using an electronic bonding interface based on ANSI standards T1.227-1995 and T1.228 - 1995, and Electronic Communication Implementation Committee ("ECIC") Trouble Report Format Definition ("TRFD") Number 1 as defined in ECIC document ECIC/TRA/95-003, and standards referenced in those documents.
4. BA shall provide repair service to AT&T that is at Parity; trouble calls from AT&T shall receive response time priority that is at Parity and shall be handled on a "nondiscriminatory" basis regardless of whether the customer is an AT&T Customer or an BA Customer. AT&T shall provide repair service that is at Parity; trouble calls from BA shall receive response time priority that is at Parity and shall be handled on a "nondiscriminatory" basis regardless of whether the customer is a BA Customer or an AT&T Customer.
5. Each Party shall provide at Parity scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Resale Services, Interconnection, and Network Elements

under this Agreement that it currently provides for the maintenance of its own network. Each Party will provide reasonable notice of such maintenance if it shall materially affect the other Party's customers.

6. The Parties shall provide each other with a summary description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) provision for notification to the other Party of the existence, location, and source of any FCC reportable emergency network outage potentially affecting a customer of the other Party, via fax to a single number designated by the other Party; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Resale Services, Interconnection, or Network Elements; (iii) provision of status of restoration efforts and problem resolution during the restoration process, via fax to a single number designated by the other Party; (iv) reasonably equivalent priority, as between AT&T Customers and BA Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and use of spare parts and components on the Party's own network; and (v) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.
- 6.1 As identified, the Parties shall provide timely notification to each other of any outage which is known to affect 5 or more of the other Party's customers and will provide timely notification of potential service affecting outages at Parity with local repair centers. Such outages may include, but are not limited to:
 - Central office outages;
 - Facility outages such as cable cuts and repeater failures.;
 - Commercial power outages;
 - Load sharing situations;
 - Subscriber loop outages;
 - Signaling network congestion; and
 - General network congestion.
7. BA and AT&T will make reasonable efforts to minimize the number of calls misdirected to the other Party's repair bureau. BA and AT&T shall establish

mutually acceptable methods and procedures for the referral from BA to AT&T, and vice versa, of any and all misdirected calls from customers requesting repair.

8. Each Party's repair bureau shall perform the following functions in conformance with the performance and service quality standards, including but not limited to any standard performance intervals, described in this Agreement, when providing repair and maintenance to the other Party and the other Party's Customers under this Agreement:
 - 8.1 Either Party may request repairs by calling the other Party's repair bureau.
 - 8.2 Each Party shall make reasonable efforts to ensure that its repair bureau, including the Electronic Interface described in this Attachment, is on-line and operational twenty-four (24) hours per day, seven (7) days per week. AT&T and BA will develop mutually agreed-upon manual processes for repair reporting in the event of unavailability or failure of the Electronic Interface.
 - 8.3 Each Party's repair bureau shall provide to the other Party the "arrive by time" or "estimated time to arrive." For services other than basic, non-engineered, 2 wire service with a loop running directly from the end office to the customer or end user location, the "estimated time to arrive" will be provided via the Electronic Interface once the Customer Service Center has established the interval.
 - 8.4 Each Party shall notify the other Party, via status screen or verbal communication, when the "arrive by time" or "estimated time to arrive" has been significantly changed or impacted by other events.
 - 8.5 The time periods described in Appendix A apply to all emergency restoration intervals except in the case of a Force Majeure event.
 - 8.6 An outage that has not reached the threshold defining an emergency network outage shall be restored within the time periods described in Appendix A.
 - 8.7 Trouble tickets and maintenance request not involving total service outage shall be resolved within the time periods described in Appendix A. For purposes of this Section, a Resale Service, Interconnection, or a Network Element shall be considered restored, or a trouble resolved, when the quality of the Resale Service, Interconnection or Network Element is reasonably equivalent to that provided before the outage, or the trouble, occurred. Repeat trouble tickets or maintenance requests shall be measured by the number of calls received by the Party's repair bureau relating to the same telephone line during the current and previous report month (30 day window).
 - 8.8 Each Party shall provide progress reports and status of repair efforts to the other Party upon reasonable request. Each Party shall inform the other Party as soon as possible following the restoration of Resale Service, Interconnection or Network

Element after an outage has occurred. Each Party shall clear all trouble tickets and maintenance requests throughout its network.

- 8.9 The Parties shall establish escalation procedures for trouble tickets and maintenance requests that are not resolved in a timely manner. The escalation procedures to be provided under this Agreement shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues.
- 8.10 Neither Party shall perform maintenance services involving additional charges for Resale Services, Interconnection or Network Elements without advance authorization from the other Party. Charges for maintenance services, as set forth in this Agreement, will be billed to the Party requesting the maintenance services.
- 8.11 The Electronic Interface established pursuant to Section 3 preceding shall have the capability of allowing AT&T to retrieve trouble reports, access BA status field and designated narratives which will contain the original test results, if applicable, and receive all applicable close out information including time of repair, work done and any charges associated with the trouble report.
- 8.12 Each Party shall furnish the other Party with a single point of contact ("SPOC") for all communications relating to trouble tickets and maintenance requests.

APPENDIX A

1. **Intervals:** At parity with the providing Party's retail customers.
2. **Plan:** Within 180 days after the Effective Date, the Parties shall jointly develop a plan which shall define and detail:
 - a. their respective duties and responsibilities with respect to administration and maintenance of the standards identified in Section 8 of this Attachment;
 - b. provisions for disaster recovery and escalation procedures;
 - c. a schedule to implement the translation of maintenance requests or responses originating in the Parties' internal processes into the agreed-upon attributes and elements of a mutually agreeable X.25 based network or such other network standard, including TCP/IP, as the Parties may agree; and
 - d. such other matters as the Parties may agree.

BILLING

TABLE OF CONTENTS

1. Billable Information and Charges
2. Meet Point Billing
3. Collocation
4. Reciprocal Compensation
5. Local Number Portability
6. Electronic Transmissions
7. Tape or Paper Transmissions
8. Testing Requirements
9. Bill Accuracy Certification
10. Payment of Charges
11. Billing Disputes
12. Additional Requirements

BILLING

9. Billable Information And Charges

- 9.1 Initially, BA will bill AT&T for BA Network Elements and BA Resale Services AT&T purchases under this Agreement at the rates set forth in Attachment 1 to this Agreement ("Applicable Rates") in accordance only with Appendix 1 to this Attachment. During the third quarter of 1997, BA will begin to bill AT&T for BA Resale Services in accordance with this Attachment. After the third quarter of 1997, BA will begin to bill AT&T for BA Network Elements in accordance with this Attachment as soon as practicable after national industry standard specifications are finalized for billing for Network Elements. BA will use its best efforts to format its electronic bills in accordance with national industry standard specifications, Billing Output Specifications (BOS) format, as appropriate. These electronic bills will include a separate and unique billing code for, and the quantity of, each type of BA Network Element and BA Resale Service purchased by AT&T. To the extent consistent with Applicable Law and national industry standard specifications, BA will jurisdictionally identify the charges on these bills wherever it has the information necessary to do so, and will identify local and local toll charges for BA Resale Services as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. Wherever BA is unable to identify the jurisdiction of the BA Network Element or BA Resale Service purchased by AT&T, the Parties will jointly develop a process to determine the appropriate jurisdiction.
- 9.2 Except as otherwise required by Applicable Law or expressly agreed by the Parties, the providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the Network Elements and Telecommunications Services that were ordered, established, utilized, discontinued or performed during the relevant billing period.
- 9.3 BA and AT&T will establish the same monthly billing period end date ("Bill Date") for each account within the state. AT&T will include the Bill Date on all orders for BA Network Elements and BA Resale Services, as appropriate. BA will include the Bill Date on each invoice transmitted to AT&T. Each Party will transmit all invoices to the other Party within ten (10) calendar days of the Bill Date, or at least twenty (20) calendar days prior to the payment due date, as described in Section 10 of this Attachment, whichever is earlier. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day.
- 9.4 BA will use the same account identification numbers each month, unless it provides AT&T with thirty (30) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to

errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

- 9.5 Except as otherwise agreed, each Party shall be responsible for (1) all costs and expenses it incurs in complying with its obligations under this Agreement and (2) the development, modification, technical installation and maintenance of any of its systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.
- 9.6 BA and AT&T will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

10. **Meet Point Billing**

- 10.1 AT&T and BA will establish meet-point billing ("MPB") arrangements to provide a common transport option to switched exchange access services customers via a BA access tandem switch 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, and BA's Tariffs. The arrangements described in this Section 2 are intended to be used to provide switched exchange access service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the switched exchange access service is routed through a tandem switch that is provided by BA.
- 10.2 In each LATA, the Parties shall establish MPB arrangements between the applicable rating point/BA local serving wire center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.
- 10.4 BA and AT&T will use their best 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 to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 10.5 Each Party will implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill any interexchange carrier ("IXC") for the portion of the jointly provided switched exchange access service provided by that Party. For all traffic carried over MPB arrangements, AT&T and BA shall bill each other all applicable rates specified in this Agreement.
- 10.6 The rate elements to be billed by each Party are as set forth in Appendix 2 to this Attachment. The actual rate values for each Party's affected switched exchange access service rate element shall be the rates contained in that Party's own

effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each rating point/BA local serving wire center combination shall be calculated in accordance with the formula set forth in subsection 2.15 below.

- 10.7 Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXC, and identification of the BA local serving wire center for that IXC in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.
- 10.8 BA will provide AT&T with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. BA will send such data to the location specified by AT&T.
- 10.9 AT&T will provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. AT&T will send such data to the location specified by BA.
- 10.10 BA and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Name ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 10.11 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BA or the billable IXC. Both AT&T and BA agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall attempt to correct the error and resubmit the data within eight (8) business days of notification. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.12 Nothing contained in this section shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).
- 10.13 Neither AT&T nor BA will charge the other for the services rendered, or for information provided pursuant to this Section 2 of this Attachment, except those MPB charges specifically set forth herein. Both Parties will identify a contact person to handle any MPB questions or problems.

- 10.14 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.
- 10.15 In the event AT&T determines to offer Telephone Exchange Services in another LATA in which BA operates an access tandem switch, BA shall permit and enable AT&T to subtend the BA access tandem switch(es) designated for the BA end offices in the area where the AT&T rating points(s) associated with the NPA-NXX(s) to/from which the switched exchange access services are homed. The MPB billing percentages for each new rating point/BA local serving wire center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{AT\&T Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{BA Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the rating point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA local serving wire center and the actual point of interconnection for the MPB arrangement.

AT&T shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of AT&T's delivery of notice to BA, BA and AT&T shall confirm the new rating point/BA local serving wire center combination and billing percentages. Nothing in this subsection shall be construed to limit AT&T's ability to interconnect with BA in additional LATAs by means of Interconnection at an actual point of interconnection, to the extent that such Interconnection is permitted under this Agreement.

11. **Collocation**

BA agrees to issue a separate bill to AT&T for any collocation capital expenditures (e.g., costs associated with building, or providing utilities to, the "cage") incurred under this Agreement, and to assign such expenditures a unique Billing Account Number and invoice number. BA will send these separate bills for collocation capital expenses, labeled as such, to the location specified by AT&T. BA will bill all other non-capital recurring collocation rates to AT&T in accordance with this Attachment and Appendix 1, as appropriate.

12. **Reciprocal Compensation**

- 12.1 The Parties shall bill each other reciprocal compensation in accordance with Attachment 1, Table 1 and Attachment 15 for Local Traffic terminated to the other Party's Customer. The reciprocal compensation arrangements set forth in this Agreement are not applicable to switched exchange access service, which shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.
- 12.2 Nothing in this Agreement shall be construed to in any way constrain AT&T's choices regarding the size of the local calling areas that AT&T may establish for its Customers, which local calling areas may be different from or identical to BA's local calling areas.

13. **Local Number Portability**

- 13.1 BA agrees to track and record AT&T's interim number portability ("INP") usage for RCF. The Parties will jointly develop estimates of DN-RI and FLEX DID usage. After the Commission establishes a final competitively neutral INP funding mechanism and rate, BA will bill AT&T for the INP usage that accrued before the Commission's final decision plus interest at the prime rate. AT&T agrees to pay these bills, but reserves the right to challenge the accuracy of the tracking.
- 13.2 The Parties agree in principle that, upon request of either Party and under the INP arrangements described in this Agreement, terminating compensation on calls to the INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. The Parties further agree to develop processes to implement this principle.

14. **Electronic Transmissions**

- 14.1 BA agrees to transmit bills and invoices in the appropriate national industry standard BOS format electronically via Connect:Direct (formerly known as Network Data Mover) to AT&T at an agreed upon location(s).
- 14.2 The following dataset format shall be used as applicable for those charges transmitted via Connect:Direct in BOS format:

Production Dataset - BOS Format

AF25.AXXXXYYY.AZZZ.DDDEE

AF25. = Job Naming Convention

XXXX = Numeric Company Code

YYY = BA Remote

.AZZZ = RAO (Revenue Accounting Office)

.DDD = .BDT (Billing Data Tape w/ or w/o
CSR)

or
.CSR (Customer Service Record)
EE = 01 (Bill Period)(optional)
thru
31 (Bill Period)(optional)
or
GA (US Postal-State Code)

Test Dataset - BOS Format

AF25.ATEST.AXXXX.DDD

AF25.ATEST. = Job Naming Convention

XXXX = Numeric Company Code

DDD = .BDT (Billing Data Tape w/ or w/o CSR)

or

CSR (Customer Service Record)

15. **Tape or Paper Transmissions**

In the event that the Connect:Direct capabilities of either Party are not available, the Parties will transmit billing information to each other via magnetic tape or paper, as agreed to by AT&T and BA.

16. **Testing Requirements**

At least twenty (20) days prior to BA transmitting a bill or invoice to AT&T for the first time via electronic transmission, or tape, or at least twenty (20) days prior to changing mechanized formats (e.g., from SECAB to CABS), BA will transmit to AT&T a test bill or invoice in the appropriate mechanized format. BA will also provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104A, Alpharetta, Georgia 30202, BA's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or a change in BA's originating or state level company code. AT&T will notify BA within the time period agreed to by the Parties if the test bill or invoice transmission fails to meet AT&T's testing specifications. The Parties will work cooperatively to resolve any problems identified by the transmission of the test bill or invoice.

17. **Bill Accuracy Certification**

The Parties agree to transmit to each other accurate and current bills and invoices. The Parties further agree to negotiate the implementation of controls and processes that ensure the transmission of accurate and current bills and invoices. For BA Resale Services, BA agrees to replicate for the purposes of this Agreement the process and methodology for access certification set forth in

the Access Billing Supplier Quality Certification Operating Agreement executed by AT&T and BA which governs certification of access bills for interLATA and intraLATA toll calls.

18. **Payment Of Charges**

- 18.1 Subject to the terms of this Agreement, AT&T and BA will pay each other within thirty (30) calendar days from the Bill Date, or within twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made by the next business day. If the payment due date is a Saturday or is a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made by the preceding business day.
- 18.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of a bill or invoice under this Agreement, BA and AT&T shall provide each other the name and address of their respective banks, their account and routing numbers and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. In the event either Party receives multiple bills or invoices from the other Party which are payable on the same date, the billed Party may remit one payment for the sum of all bills and invoices. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems under this Agreement.

19. **Billing Disputes**

- 19.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 19.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

- 19.1.2 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
- 19.1.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 19.1.4 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved through the complaint processes of the Commission, the FCC, or a court of competent jurisdiction. BA agrees to join AT&T in encouraging the Commission to develop expedited procedures for the resolution of any billing complaints.
- 19.1.5 The Parties agree that all negotiations pursuant to this Section 11.1 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and other applicable rules of evidence.
- 19.2 For BA Resale Services, the Parties agree to negotiate bill closure procedures that replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 8 of this Agreement. Except as stated in Section 11.1 of this Attachment, the Parties will each exercise reasonable efforts to close a billing period within ninety (90) calendar days of the Bill Date.

20. **Additional Requirements**

- 20.1 BA also agrees to comply with the following specifications when it transmits data to AT&T in a mechanized format to the extent these specifications are consistent with national industry standard specifications:

The Billing Account Number (BAN) shall not contain embedded spaces or low values.

The Bill Date shall not contain spaces or non-numeric values.

Each Bill must contain at least one detail record.

Any "From" Date should be earlier than the associated "Thru" Date and neither date can contain spaces.

The Invoice Number must not have embedded spaces or low values.

APPENDIX 1 TO ATTACHMENT 6

INTERIM BILLING

1. General

This Appendix describes how BA will initially bill AT&T for BA Network Elements and BA Resale Services under this Agreement.

2. Billable Information and Charges

2.1 Except as otherwise provided in this Attachment 6, BA will use its existing billing systems to issue bills and invoices to AT&T for amounts due under this Agreement. These bills and invoices will contain a summary of account charges with component elements and/or records. The Parties acknowledge that BA's existing billing system does not issue bills or invoices in accordance with national industry standard specifications for BOS format; however, BA will use its best efforts to issue bills and invoices for BA Resale Services in BOS format by September 30, 1997.

2.2 BA will provide AT&T with the capability to summarize by features and functions both monthly recurring and non-recurring charges. This capability may be satisfied by use of BA's regenerated media or CD-ROM billing for resellers.

3. Summary Bill Processing Requirements

3.1 BA will initially identify AT&T's Billing Account Numbers (BAN) and will not change them without ten (10) days advance written notice to AT&T.

3.2 BA will use a minimum of two BANs per state for BA Resale Services, one for residential Customers and one for business Customers, and at least one BAN per state for BA Network Elements. The Parties acknowledge that only 50,000 component accounts can be on one summary bill and that a new summary bill may be created when any AT&T master account exceeds 45,000 component accounts.

- 3.3 BA will not use the 7th or the 14th day of the month for Bill Dates.
- 3.4 BA will use its best efforts to transmit paper bills to AT&T within ten (10) calendar days of the Bill Date.
- 3.5 AT&T will pay BA within thirty (30) calendar days from the Bill Date, or within twenty (20) calendar days from the receipt of the bill, whichever is later.

4. Application of Wholesale Discount and True-Up

Prior to October 1, 1997, BA may apply the wholesale discount for BA Resale Services identified in Attachment 1, Table 1 in a manner (including, but not limited to, in a "bottom-of-the-bill" format) that results in the discount being applied to charges stated in the bill (including, but not limited to, Subscriber Line Charges, Federal Line Cost Charges, end user common line charges, carrier selection and change charges, Audiotex Service charges, and charges for services which are not Bell Atlantic Resale Services) which are not subject to the discount. Bell Atlantic will implement a "true-up" process and within ninety (90) days after the due date of each monthly bill, issue to AT&T a "true-up" bill for amounts which were not collected from AT&T under the monthly bill because of the application of the discount to charges which are not subject to the discount. The "true-up" bill may be issued as a part of or an entry on a monthly bill, as a bill separate from a monthly bill, or in such other form as the Parties may agree.

RATE ELEMENTS UNDER MEET POINT BILLING**Interstate Access - Terminating to or originating from AT&T Customers**

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	AT&T
Local Switching	AT&T
Interconnection Charge	AT&T
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from AT&T Customers (Pre-LTR tariff)

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	AT&T
Local Switching	AT&T
Transport	Based on negotiated billing percentage

Intrastate Access - Terminating to or originating from AT&T Customers (Post-LTR tariff)

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	AT&T
Local Switching	AT&T
Interconnection Charge	AT&T
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

PROVISION OF CUSTOMER USAGE DATA

TABLE OF CONTENTS

1. Introduction
2. General Requirements for Recorded Usage Data
3. Usage Data Specifications
4. Recorded Usage Data Format
5. Recorded Usage Data Reporting Requirements
6. Recording Failures
7. Charges
8. Local Account Maintenance
9. Clearinghouse Procedures

Appendix

- | | |
|--------------|------------------------------------------|
| Section I. | Scope |
| Section II. | Recorded Usage to be Transmitted to AT&T |
| Section III. | BA to AT&T Usage Feed |
| Section IV. | AT&T Processing Requirements |
| Section V. | Test Plans and Activities |
| Section VI. | Post Deployment Activities |
| Section VII. | Appendices |

PROVISION OF CUSTOMER USAGE DATA

21. **Introduction**

21.1 This Attachment sets forth the terms and conditions for BA's provision of Recorded Usage Data to AT&T. Recorded Usage Data will be provided by BA to AT&T when AT&T purchases Network Elements or Telecommunications Services for resale from BA.

22. **General Requirements for Recorded Usage Data**

22.1 BA will provide AT&T with Recorded Usage Data in accordance with this Attachment and with performance measures as mutually agreed by the Parties.

22.2 BA will retain Recorded Usage Data in accordance with Applicable Law.

23. **Usage Data Specifications**

23.1 BA will record usage originating from AT&T customers using certain BA Network Elements or BA Telecommunications Services with no rounding of billable time on unrated usage to full minutes. Recorded Usage Data generally includes, but is not limited to, the following categories of information where BA currently records such data in the ordinary course of its business:

- Completed calls, including call detail and timing information
- Use of CLASS/LASS/Custom Calling services
- Calls to Audiotex Service numbers and to information service platforms connected to BA's network
- Calls to Directory Assistance where BA provides such service to an AT&T customer
- Calls to and completed by Operator Services where BA provides such service to an AT&T customer
- BA-provided Centrex service

The Parties will mutually agree on the format and transport of station-level detail records for BA-provided Centrex service.

23.2 Recording of additional categories of information that BA currently does not record in the ordinary course of its business (e.g., usage on flat-rates lines) may be implemented as mutually agreed by the Parties.

23.3 BA will provide to AT&T Recorded Usage Data for BA provided Network Elements and Telecommunications Services resold to AT&T customers.

23.4 For BA Resale Services, calls to Audiotex Service numbers and to information service platforms connected to BA's network referenced in Section 3.1 preceding will be provided to AT&T in rated format for billing to the customer. For BA local switching Network Elements, calls to Audiotex Service numbers and to information service platforms connected to BA's network referenced in Section 3.1 preceding will be provided to AT&T in unrated format. BA shall provide to AT&T via electronic file transfer or magnetic tape or other means as available all necessary information to rate such calls pursuant to BA's agreements with each information services provider. Such information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

23.4.1 The Parties also agree to negotiate a separate agreement for calls to Audiotex Service numbers and to information service platforms connected to BA's network that is similar to the agreements in effect between BA and independent telephone companies, if any. The procedures in such agreement for AT&T to recourse adjustments to BA shall be similar to those in effect between BA and independent telephone companies, if any.

24. **Recorded Usage Data Format**

24.1 BA will provide Recorded Usage Data in the EMR format and by category, group and record type, as specified in the AT&T Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), which is attached hereto and incorporated herein as Appendix I.

24.2 BA will include the Working Telephone Number (WTN) of the call originator or the originating telephone number that it records in the ordinary course of its business on each EMR call record.

24.3 Recorded Usage Data records will be in packs in accordance with EMR standards.

25. **Recorded Usage Data Reporting Requirements**

25.1 BA will segregate and organize the Recorded Usage Data as mutually agreed by the Parties.

25.2 BA will transmit formatted Recorded Usage Data to one or more mutually agreed upon AT&T locations via CONNECT:Direct or other electronic transmission method as mutually agreed by the Parties.

25.3 AT&T will test and certify the CONNECT:Direct interface to ensure the accurate receipt of Recorded Usage Data. BA and AT&T will work cooperatively to make

any changes necessary to pass the AT&T CONNECT:Direct certification process.

- 25.4 BA will provide Recorded Usage Data to AT&T on a schedule to be mutually agreed by the Parties. For BA Resale Services and BA Network Elements that have been equipped at AT&T's request to collect Recorded Usage Data, BA will provide to AT&T the Recorded Usage Data not more than five (5) business days after termination of the call for which usage data are to be provided.
- 25.5 The Recorded Usage Data EMR format, content, and transmission process will be tested as mutually agreed by the Parties.
- 25.6 The Parties will each establish a single point of contact to address questions on call usage, data errors, and record transmissions.
- 25.7 When requested by AT&T for security purposes, and at mutually agreed upon rates, BA shall provide AT&T with Recorded Usage Data as soon as practicable after the call completion. If the requested Recorded Usage Data are not available in EMR format, they may be provided in AMA format. The Parties will work cooperatively to establish appropriate security procedures under this subsection.

26. **Recording Failures**

- 26.1 **Loss of Recorded Usage Data** - Upon AT&T's request, and at no charge to AT&T, BA will use its best efforts to recover Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by BA in its performance of the recording function. In the event BA does not recover the data, BA will estimate the Recorded Usage Data, with assistance from AT&T, based upon billing data provided by BA to AT&T or the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by BA and AT&T. This estimate will be used solely to adjust amounts AT&T owes BA for BA Resale Services and BA Network Elements provided in conjunction with Recorded Usage Data.
 - 26.1.1 **Partial Loss** - When BA determines there has been a partial loss of Recorded Usage Data, BA will use its best efforts to report actual Recorded Usage Data. Where actual Recorded Usage Data are not available, BA will use its best efforts to estimate a full day of Recorded Usage Data for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

26.1.2 **Complete Loss** - BA will use its best efforts to estimate Recorded Usage Data for each loss consisting of an entire AMA tape or entire data volume, as outlined in 6.1.3 following.

26.1.3 **Estimated Volumes** - BA will use its best efforts to calculate estimates of Recorded Usage Data from reports, including message and minute volume reports, for the four (4) corresponding days of the weeks preceding that in which the loss occurred and computing an average of these volumes.

Exceptions:

26.1.3.1 If the day of loss is not a holiday, but one (1) (or more) of the preceding corresponding days is a holiday, BA will use Recorded Usage Data for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the week that is the day of the loss.

26.1.3.2 If the loss occurs on a weekday that is a holiday (except Christmas & Mother's Day), BA will use Recorded Usage Data from the two (2) preceding Sundays.

26.1.3.3 If the loss occurs on Christmas or Mother's Day, BA will use Recorded Usage Data from that day in the preceding year, if available.

26.2 AT&T may also request data be provided that has previously been successfully provided by BA to AT&T. BA shall re-provide such data, if available. Any charges to AT&T will be negotiated on a case by case basis.

27. **Charges**

27.1 BA will bill and AT&T will pay the charges set forth in the price schedules for Recorded Usage Data. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

28. **Local Account Maintenance**

28.1 When AT&T purchases BA Network Elements or BA Telecommunications Services, AT&T and BA will follow the procedures described in this paragraph to the extent they are consistent with Applicable Laws.

28.2 When BA completes an order from a Telecommunications Carrier that involves the disconnection of BA Resale Service(s) or Network Element(s) provided to AT&T and used by AT&T to serve an AT&T customer, BA will notify AT&T within forty-eight (48) hours that the customer is now served by a different Telecommunications Carrier.

- 28.3 BA will process AT&T's request to change the Presubscribed Interexchange Carrier ("PIC") on BA Telecommunications Services and BA Network Elements provided to AT&T, as appropriate.
- 28.4 BA will develop and implement as soon as practicable the capability to reject an industry standard "01" PIC order record from a Telecommunications Carrier for a Telecommunications Service or Network Element provide by BA to AT&T and return an industry standard "3148" record with AT&T's Operating Company Number to that Telecommunications Carrier. The Parties intend that the industry standard "3148" reject record will notify the Telecommunications Carrier that it should resubmit its "01" PIC order record to AT&T for processing. The Parties will implement a mutually agreeable interim arrangement for the handling and processing by BA of the industry standard "01" PIC order record until BA has implemented the capability to reject such records with an industry standard "3148" code.

29. **Clearinghouse Procedures**

- 29.1 The Parties acknowledge that alternately billed local and intraLATA toll calls will be placed using the service of one party that will be billable to customers of another party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties agree to work together and, when required, with other Telecommunications Carriers, to establish clearinghouse procedures to accomplish these objectives. It is the intention of the Parties that these negotiations will be completed within six (6) months of the execution of this Agreement. These procedures will establish the following:
- 29.1.1 The Parties will work together to obtain access for AT&T to the industry process for transmitting, receiving, and settling calling card, in-collect, and out-collect inter-region messages for alternately billed local and intraLATA toll calls.
- 29.1.2 The Parties will work together to obtain access for AT&T to the industry process for receiving and settling calling card, in-collect, and out-collect intra-region messages for alternately billed local and intraLATA toll calls.
- 29.1.3 In the event a clearinghouse procedure is not in place upon the Effective Date of this Agreement for alternately billed local and intraLATA toll calls, BA will implement a mutually agreeable interim arrangement including transport and settlement of in-collect and out-collect messages with AT&T.

**APPENDIX I
TO
ATTACHMENT 7**

**CUSTOMER USAGE DATA
TRANSFER REQUIREMENTS**

SECTION I: SCOPE

1. General

This Appendix addresses the transmission by BA of Recorded Usage Data to AT&T.

1.1 Usage Summary

Messages will be transmitted, via a direct feed, to AT&T in standard EMR or other industry standard format.

The following is a list of some of the EMR records that AT&T can expect to receive from BA:

Header Record	20-21-01
Trailer Record	20-21-02
Detail Records*	01-01-01, 06, 07, 08, 09, 16, 18, 25, 31, 32, 33, 35, 37, 80, 81, 82, 83
	10-01-01, 06, 07, 08, 09, 31, 32, 35, 37; 42-50-01
Credit Records	03-01-XX
Rated Credits	41-01-XX
Cancel Records	51-01-XX, 58-01-XX
Correction Records	71-01-XX, 78-01-XX

*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

In addition, BA will provide a 42-50-01 Miscellaneous Charge record to support certain CLASS/LASS/Custom Calling services (see Subappendix F for specific details) if these features are part of BA's offering.

For detailed information regarding EMR, refer to the current version of the BellCore Practice BR010-200-010.

2. Appendix Content

This Appendix describes baseline requirements for the transfer of BA recorded, unrated usage to AT&T. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to BA. Modifications and/or exceptions to this Appendix will be negotiated and mutually agreed upon by BA and AT&T.

SECTION II: RECORDED USAGE TO BE TRANSMITTED TO AT&T

1. **General**

This section addresses the types of Recorded Usage Data to be transmitted by BA to AT&T.

29.2 **Usage To Be Transferred To AT&T**

29.2.1 **AT&T Usage To Be Transferred**

BA Recorded Usage Data are to be transmitted to AT&T. BA Recorded Usage Data include all usage by AT&T Customers where BA currently records such data in the ordinary course of its business.

NOTE: Rated incollect messages can be intermingled with the unrated messages. No special packing is needed.

AT&T may return to BA any Recorded Usage Data that AT&T believes it cannot rate or bill. Returned messages will be sent to BA in EMR or other industry standard format. Standard EMR or other industry standard return codes will be utilized.

File transfer specifications are included within Section 3 of this Appendix.

29.3 **AT&T Usage**

Recorded Usage Data includes all intraLATA toll and local usage provided to AT&T where BA currently records such data in the ordinary course of its business. BA will provide AT&T with unrated EMR records associated with all intraLATA toll and local usage which BA records on AT&T's behalf. Any category, group or record type approved in the future for BA will be included if they fall within the definition of BA Resale Services.

NOTE: Recorded Usage Data will be packed using the packing criteria outlined in Section 3 of this Appendix. It is important to note that all messages will be packed together (intermingled) based on the appropriate AT&T Send To/Bill To RAO combination. Specific categories, groups, and record types will not be packed separately.

SECTION III: BA TO AT&T USAGE FEED

1. General

This section addresses the dataset and processing requirements for Recorded Usage Data transmitted to AT&T.

29.4 Detailed EMR Record Edits

AT&T may perform detailed record edits on the unrated and rated Recorded Usage Data upon receipt from BA. Records that fail these edits may be returned to BA.

29.5 Duplicate Record Checks

AT&T may perform record checks on unrated and rated Recorded Usage Data to identify any duplicate records.

29.6 BA to AT&T Usage Feed

29.6.1 Usage Data Transport Requirements

Both Parties will provide the transport capability or facility between the BA location and the AT&T location. It is AT&T's intent that usage data be transmitted via CONNECT:Direct whenever possible. In the event usage transfer cannot be accommodated by CONNECT:Direct because of extended (one (1) business day or longer) facility outages, or if facilities do not exist, BA will use a courier service to transport the data via tape. The Party responsible for the outage shall incur the cost of the courier service.

BA will provide AT&T with contacts, Remote Identifiers (IDs), and expected usage data volumes for each sending location.

AT&T will provide contacts responsible for:
Receiving usage transmitted by BA.
Receiving usage tapes from a courier service in the event of a facility outage.

29.6.2 Physical Characteristics

Data transported to AT&T on tape or cartridge via a courier will have the physical characteristics indicated in Subappendix A. AT&T's intent is for variable block format (2,476 bytes) with a LRECL of 2472.

29.6.3 Data Delivery Schedules

BA will deliver Recorded Usage Data to AT&T daily (Monday through Friday),

excluding holidays, unless otherwise negotiated. Any holidays recognized by either AT&T or BA Data Centers are excluded. BA and AT&T will exchange schedules of designated Data Center holidays.

29.6.4 **Resending Data**

AT&T may ask BA to resend Recorded Usage Data if a pack or entire dataset is rejected, damaged in transit, or has a dataset name failure.

29.6.5 **Pack Rejection**

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by AT&T within one (1) business day of processing. BA will correct rejected packs, as appropriate, and return them to AT&T.

29.6.6 **Held Packs And Messages**

AT&T and BA will track pack number to control input based upon invoice sequencing criteria. AT&T may notify BA of sequence failures and invoke resend procedures.

29.6.7 **Data Content Requirements**

EMR is the format to be used for usage data provided to AT&T.

29.6.8 **RAO Packing Requirements**

A pack will contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset will contain a minimum of one pack. BA will provide AT&T one dataset per sending RAO, with the agreed upon OCN populated in the Header and Trailer records.

Within the Header and Trailer records, the OCN identifies the location that will be sending usage to AT&T. BA will populate the OCN field with the unique numeric value identifying the location that is sending the data to AT&T. BA will populate the Send To/Bill To RAO fields of the message detail records with the appropriate AT&T RAO values.

The OCN and Remote Identifiers will be used by AT&T to control invoice sequencing and each will have its own invoice controls. The FROM RAO or OCN will also be used to determine where the message returns file, containing any

misdirected and unguidable usage, will be sent.

The file's Record Format (RECFM) will be Variable Block (VB) Size 2,476 and the Logical Record Length (LRECL) will be 2,472 bytes.

AT&T has no special sort requirements for the packs sent by BA.

29.6.9 **Dataset Naming Convention**

BA will transmit the usage to AT&T using the following dataset naming conventions. The dataset name (DSN) will be partitioned into five nodes, separated by periods as follows:

NODE 1: BB03PX61

NODE 2: IBMUP

NODE 3: RBELNX**

NODE 4: USAGE

NODE 5:GNNNV00* (Generational Dataset to be incremented by sender).

*The italicized "N" represents numeric fields to be determined.

**The italicized "X" represents a numeric value assigned for each sending location.

29.6.10 **Control Reports**

AT&T will accept input data provided by BA in EMR format in accordance with the requirements and specifications detailed in this section of the Appendix. In order to ensure the overall integrity of the usage being transmitted from BA to AT&T, data transfer control reports will be required. These reports will be provided by AT&T to BA on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BA.

29.6.11 **Message Validation Reports**

AT&T will provide the following three (3) daily (or otherwise negotiated) Message Validation reports to the designated BA System Control Coordinator. These reports will be provided for all Recorded Usage Data and will be transmitted Monday through Friday whether or not there have been any files transmitted.

29.6.11.1 **Message Validation Pack Reject Report (A7287)**

This report provides information on packs rejected by AT&T. It lists the header and trailer record of each rejected pack and indicates the error codes and the associated error message which explains why the pack was rejected.

An example of the report and a list of Valid Error Codes and associated error messages are provided in Subappendix C hereto.

29.6.11.2 **Message Validation Pack Accepted Report (A7288)**

This report provides vital statistics and control totals by Record ID, Type of Service, Message Counts and Record Counts, for all valid, rejected and dropped messages. The information is provided in the following report formats and control levels:

1. BA Total Messages
2. BA Total Records
3. RAO Total Messages
4. RAO Total Records
5. Pack Total (Record Counts and Message Counts)

The first four report formats include percentages that indicate the relationship of the daily input volume by Record ID and Type of Record to the total input volume provided by an RAO and BA.

An example of the report is provided in Subappendix D hereto.

29.6.11.3 **Message Validation Detail Error Report (A7289)**

An EMR detailed error report is generated for each pack/ invoice that is received and processed by AT&T. The report lists, in vertical format, the complete 175 byte EMR record that has failed to pass the initial edit criteria. It prints this detailed information only for the first five EMR records that share a common error condition. The error condition is flagged on the report by one of two possible error codes preceding the field value. The error codes are:

- (C) DENOTES CRITICAL ERRORS
- (I) DENOTES INFORMATION ERRORS

The last two pages of the report for a given pack/invoice provide the following control totals:

Total Errors for each Field

Total Records Received

Total Records Dropped

Total Records Rejected to MIU

Pack Reject Rate

Total Default Count (represents the number of Files on all of the input records that had to be programmatically altered to meet the EMR standards and specifications.)

If the entire pack/invoice has been rejected because of a Critical Error Rate greater than 0.5%, the last page of the report will display such a statement enclosed in asterisks.

An example of the report is provided in Subappendix E hereto.

29.6.11.4 **Control Reports - Distribution**

Since BA is not receiving control reports, dataset names will be negotiated.

SECTION IV: AT&T PROCESSING REQUIREMENTS

1. **General**

This section contains requirements for AT&T processing of Recorded Usage Data that has been transmitted to AT&T for billing.

29.7 **AT&T Rating Process**

29.7.1 **Message Rating**

AT&T will rate any individual messages that have not already been rated (calls to Audiotex Service and information services platforms connected to BA's network and alternately billed local and intraLATA toll messages will be rated) prior to transmitting the usage to a billing environment within AT&T.

29.7.2 **Application Of Taxes/Fees/Surcharges**

AT&T will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all rated intraLATA local and toll usage received from BA.

29.7.3 **Duplicate Messages**

AT&T may check for duplicate records in the rated and unrated Recorded Usage Data transmitted by BA.

29.7.4 **Record Edits**

29.7.4.1 **AT&T Record Edits**

AT&T will perform detailed record edits on the rated and unrated Recorded Usage Data prior to transmitting them to the billing environment. Records that do not pass AT&T edits may be returned to BA. BA will attempt to perform error correction on all returned records as mutually agreed.

29.7.4.2 **BA Record Edits**

BA will perform detailed record edits for rated and unrated Recorded Usage Data.

29.7.5 AT&T To BA Message Returns

If AT&T cannot guide a Recorded Usage Data record to an AT&T billed account, AT&T will return it to BA with the appropriate negotiated return codes within thirty (30) days of receiving the record. BA will conduct message investigation and error correction based on mutually agreed upon procedures.

29.7.6 Cancel/Correction Records

AT&T may match cancel/correction records with the original record to be canceled/corrected.

SECTION V: TEST PLANS AND ACTIVITIES

1. **General**

This section describes the test plans and activities the Parties will perform prior to implementation.

29.8 **Interface Testing**

The purpose of this test is to ensure that the Recorded Usage Data described in Section II preceding can be sent by BA to AT&T and can be accepted and processed by AT&T. BA will provide a test file to AT&T's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain one (1) full day's production usage. The format of the file will conform to the requirements shown in Section III. AT&T will review the file and verify that it conforms to its data center requirements. AT&T will notify BA in writing whether the file conforms to AT&T's data center requirements.

29.9 **Operational Test**

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by BA and AT&T.

Based on usage generated by AT&T, BA will provide AT&T with BA unrated Recorded Usage Data for a minimum of five (5) consecutive days. AT&T will provide BA with the message validation reports associated with test usage.

AT&T will rate and process the unrated intraLATA toll and local usage records. AT&T will process this data to test bills. AT&T may request that the test usage contain specific usage volumes and characteristics to ensure a complete test.

AT&T will also provide BA with the agreed upon control reports as part of this test.

29.10 **Test File**

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Subappendix A hereto.

SECTION VI: POST DEPLOYMENT ACTIVITIES

1. General

This section describes ongoing maintenance for Recorded Usage Data transmitted between AT&T and BA.

29.11 Control Maintenance And Review

29.11.1 Periodic Review

The Parties will periodically review the control procedures used for Recorded Usage Data transmitted between BA and AT&T. This review may be included as part of an annual audit of BA by AT&T or as part of the normal production interface management function. BA will notify AT&T of any changes made to its control procedures and will negotiate any changes to its control procedures which impact the flow of usage between BA and AT&T or which are requested by AT&T.

29.11.2 Retention of Records

BA will maintain a machine readable back-up copy of the Recorded Usage Data provided to AT&T for a minimum of forty-five (45) calendar days. AT&T will maintain the Recorded Usage Data received from BA for a minimum period of forty-five (45) calendar days. AT&T and BA agree to make these backup copies available to the other upon written request at agreed upon rates.

29.12 BA Software Changes

Unless otherwise agreed, BA will notify AT&T no less than ninety (90) calendar days before introducing any software changes which impact the format or content structure of the Recorded Usage Data transmitted to AT&T.

BA will communicate the projected changes to AT&T so that potential impacts on AT&T processing can be determined.

AT&T personnel will review the impact of the change on the entire control structure as described in Section 1.5, Post Conversion Test Plan, herein. AT&T will negotiate any perceived problems with BA and will arrange to have the data tested utilizing the modified software.

If it is necessary for BA to request changes in the schedule, content or format of Recorded Usage Data transmitted to AT&T, BA will notify AT&T.

29.13 AT&T Requested Changes

If it is necessary for AT&T to request changes in the schedule, content, or format of the Recorded Usage Data transmitted from BA, AT&T will notify BA. AT&T will reimburse BA for the cost of AT&T's requested changes.

When the negotiated changes are to be implemented, AT&T and/or BA will arrange for testing of the modified Recorded Usage Data as described in Section 1.5, Post Conversion Test Plan.

29.14 AT&T Software Changes

Unless otherwise agreed, AT&T will notify BA no less than ninety (90) calendar days before introducing any software changes which may impact the format or content structure of the usage data transmitted from BA.

The AT&T contact will communicate the projected changes to the appropriate groups in BA so that potential impacts on BA processing can be determined.

AT&T will negotiate any perceived problems with BA and will arrange to have the data tested utilizing the modified software.

29.15 **Post-Conversion Test Plan**

The test plan described below is designed to encompass all types of changes to the usage data transferred by BA to AT&T and the methods of transmission for that data.

29.15.1 **BA System Change Description**

For a BA system change, BA will provide AT&T with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, BA will provide a list of the specific records and/or systems impacted by the change to designated AT&T personnel.

BA will also provide AT&T a detailed description of the changes to be implemented. It will include sufficient detail for designated AT&T personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

29.15.2 **Change Negotiations**

BA will notify AT&T in writing of all proposed change negotiations initiated by BA. In turn, AT&T will notify BA in writing of all proposed change negotiations initiated by AT&T.

After formal notification of planned changes, whether originated by BA or AT&T, designated AT&T personnel will schedule negotiation meetings as required with designated BA personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, BA will provide the detailed description of changes to be implemented. After reviewing the described changes, designated AT&T personnel will negotiate a detailed test procedure with BA.

29.15.3 **Control Change Analysis**

Based on the detailed description of the changes provided by BA, and the review of the projected changes by AT&T, designated AT&T personnel will:

29.15.3.1 Determine the impact of the changes on the overall structure.

29.15.3.2 Determine whether any single change has a potential control impact (i.e., high error rate on individual records that might result in pack rejection).

29.15.3.3 Determine whether any controls might be adversely affected.

29.15.3.4 Arrange for appropriate control structure changes to meet any of the above conditions.

29.15.4 **Verification Of Changes**

Based on the detailed description of changes furnished by BA, designated AT&T personnel will:

29.15.4.1 Determine the type of change(s) to be implemented.

29.15.4.2 Develop a comprehensive test plan.

29.15.4.3 Negotiate scheduling and transfer of modified data with BA.

29.15.4.4 Negotiate testing of modified data with the appropriate AT&T personnel and departments.

29.15.4.5 Negotiate processing of verified data through the AT&T billing system with the RPC.

29.15.4.6 Arrange for review and verification of testing with appropriate AT&T personnel and departments.

29.15.4.7 Arrange for review of modified controls, if applicable.

29.15.5 **Introduction of Changes**

When all the testing requirements have been met and the results reviewed and accepted, designated AT&T personnel will:

29.15.5.1 Negotiate an implementation schedule.

29.15.5.2 Verify the existence of a contingency plan with the appropriate AT&T personnel.

29.15.5.3 Arrange for the follow-up review of changes with appropriate AT&T personnel.

29.15.5.4 Arrange for appropriate changes in control program, if applicable.

29.15.5.5 Arrange for long-term functional review of impact of changes on the AT&T billing system, i.e., accuracy, timeliness, and completeness.

SECTION VII: APPENDICES

SUMMARY OF APPENDICES

Subappendix A

Physical Characteristics Of Data Tapes/
Cartridges

Subappendix B

[DELETED]

Subappendix C

Message Validation Pack Reject Report (A7287)

Subappendix D

Message Validation Pack Accepted Report (A7288)

Subappendix E

Message Validation EMR Detail Error Report (A7289)

Subappendix F

CLASS/LASS/Custom Calling Services

SUBAPPENDIX A

PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

Data transported to AT&T by BA, or to BA by AT&T, on tape or cartridge via a courier will have the following physical characteristics:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)

Cartridge: 38,000 BPI (Bytes per inch)

LRECL: 2,472 Bytes

Parity: Odd

Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)

External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number

Internal labels: IBM Industry OS labels will be used. They consist of a single volume label and two sets of header and trailer labels.

One file per sending 210 bytes EMR format plus modules

RAO with variable
length records

as applicable.

SUBAPPENDIX C (CONT'D)

MESSAGE VALIDATION PACK REJECT REPORT (A7287)

ERROR CODE	ERROR MESSAGES
EC01.2	First record after trailer is not a Pack Header.
EC03.2	From RAO is not numeric.
EC04.3	Invoice number on header invalid.
EC04.5	Company ID not numeric.
EC04.6	Independent company ID is not numeric.
EC04.7	Header Record ID is invalid.
EC04.8	Trailer Record ID is invalid.
EC04.9	Trailer Record count invalid.
EC05.0	Duplicate pack.
EC05.1	Old Pack.
EC05.2	RAO not found on table.
EC07.3	Error rate greater than invoice file threshold for RAO invoice number.
EC12.0	Remote ID in Dataset is not valid.
EC20.0	No detail records in pack.
EC13.0	Invalid status on Pack Header.
EC27.0	Pack exceeds limit of 9,999 detail records.
EC40.9	Pack Header record is missing.
EC41.0	Trailer record is missing.
EC42.0	Trailer message volume is not equal to accumulated message volume.
EC44.0	Header/Trailer date is invalid.
EC45.0	From RAO on Trailer Record is not equal to the from RAO on Header Record.
EC48.0	Invoice number on Trailer Record is not equal to the invoice number on the Header Record.

SUBAPPENDIX D - MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

MM/DD/YY-----HH:MM:SS
 RETEN CODE: 01R-00300

 COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX FROM RAO INVOICE NO. DATE CREATED TOTAL
 RECORDS RECEIVED
 -----999-----99-----MM/DD/YY-----
 ZZ.ZZ9

COUNTS-----MESSAGE COUNTS -----					-----RECORD		
RECORD ID	TYPE OF RECORD				VALID	REJECTED	TOTAL
--DROPPED--	TOTAL	VALID	REJECTED	DROPPED	VALID	REJECTED	TOTAL
010102				OUTWATS (NON-SMDR)	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010103				OUTWATS (SMDR)	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010104				800 SERVICE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
				TOTAL WATS/800			
010101				MTS	ZZ.ZZ9	ZZ.ZZ9	
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010106				NON-DIAL CONFER BRIDGE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010107				NON-DIAL CONFER LEG RECORD	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010108				DIAL CONFERENCE BRIDGE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010111				ALLIANCE (AGTC)	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			
010116				DIAL-IT SERVICE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9			

010132					DIRECTORY ASSISTANCE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010180					MARINE/AIRCRAFT	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010181					RADIO LINK	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010182					MARINE NON-DIAL CONFER BRIDGE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010183					MARINE NON-DIAL CONFER LEG REC.	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
0101XX					OTHER MTS RECORDS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
TOTAL NORTH AMERICAN MTS								

010201					IOTC/IDDD MTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
0102XX					IOTC/IDDD OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010301					IOTC BFC MTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
0103XX					IOTC BFC OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010401					IOC MTS		ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9			
0104XX					IOC OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
010501					IOC MTS		ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9			
0105XX					IOC OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
TOTAL OVERSEAS MTS								

015002					OUTWATS LINE SUMMARY	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				

015004					800 LINE SUMMARY	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
015032					DIR. ASSISTANCE LINE SUMMARY	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
TOTAL OVERSEAS MTS								
03XXXX					CREDIT REQUESTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
51/52					CANCEL REQUESTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
71/72					CORRECTION REQUESTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
INVALID RECORD IDENTIFICATION				ZZ.ZZ9		ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
PACK TOTALS				ZZ.ZZ9	ZZ.ZZ9ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9

SUBAPPENDIX E

SUBAPPENDIX F

SPECIAL FEATURES STAR SERVICES

The following are CLASS/LASS/Custom Calling services supported by these requirements to date. When identified, additional services can be negotiated to be included in this list.

- 1) Busy Redial/..... This feature allows a customer to redial a number when a Busy signal
Last Number Redial is encountered.

- 2) Call Return/Missed Call Dialing..... This feature allows a customer to automatically return the most recent
incoming call, even if it is not answered.

- 3) Call Trace This feature allows the tracing of nuisance calls.

- 4) 3-Way Calling..... This feature allows for three (3) parties to communicate on one line.

- 5) Automatic Redial..... This feature allows a customer to automatically redial the last number dialed.

To provide for the transfer and billing of these features the following requirements apply:

For all “per use” CLASS/LASS/Custom Calling services the ‘Miscellaneous Charge Line Summary Non-Detail Charge’ 425001 record should be used and be populated as follows:

CONNECT TIME	POSITIONS 55 - 60	MUST BE POPULATED
--------------	-------------------	--------------------------

MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	1) BUSY REDIAL/LAST NUMBER REDIAL POPULATE WITH '00001'
MISCELLANEOUS *TEXT CODE	POSITIONS 168 - 172	2) CALL RETURN/LAST NUMBER REDIAL POPULATE WITH '00002'
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	3) CALL TRACE POPULATE WITH '00003'
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	4) 3-WAY CALLING POPULATE WITH '00004'
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	5) AUTOMATIC REDIAL POPULATE WITH '00005'

NOTE: For fields not specifically defined, the standard EMR format for a 425001 record should be used.

TABLE OF CONTENTS

NUMBER PORTABILITY

- Section 1. Provision of Number Portability
- Section 2. Interim Number Portability (“INP”)
- Section 3. Number Portability (“NP”)
- Section 4. Requirement for INP and NP
- Section 5. Charges

NUMBER PORTABILITY

Section 1. Provision of Number Portability

1.1 Each Party shall provide, to the extent technically feasible, number portability in accordance with Applicable Law. Currently available Interim Number Portability ("INP") shall also be provided, to the extent technically feasible, by each Party to the other in accordance with Applicable Law. Each Party shall use commercially reasonable efforts to provide INP with a minimum impairment of functionality, quality, reliability and convenience to subscribers of each other's services.

1.2 The donor Party will, to the extent technically feasible, provide the porting Party INP and Number Portability ("NP") for subscribers moving to a different location, or staying at the same location, within the same Rate Center. INP and NP are not available for the creation of new vanity numbers or similar purposes.

Section 2. Interim Number Portability ("INP")

Each Party shall make available INP by Remote Call Forwarding ("RCF"), Flex Direct Inward Dialing ("FLEX-DID"), LERG reassignment (in full NXX codes only), or other mutually agreed upon methods. The porting Party must order the appropriate services and facilities (e.g., trunk groups) from the donor Party.

2.1 Remote Call Forwarding: RCF is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide INP, calls to the ported number will first route to the Party's switch to which the ported number was previously assigned. Such switch will then forward the call to a number associated with the porting Party's designated switch to which the number is ported. Each Party may order up to 99 additional paths to handle multiple simultaneous calls to the same ported telephone number. The Parties agree that RCF technology is currently incompatible with data services.

2.1.1 The porting Party shall determine the appropriate number to be outpulsed to the 911 tandem office and shall ensure that this number, as well as the appropriate address information of the Customer, is provided to the 911 database.

2.2 FLEX-DID is an INP method that makes use of Direct Inward Dialing ("DID") trunks. Each FLEX-DID trunk group used for INP is dedicated to carrying traffic between the donor Party's switch and the porting Party's switch. Traffic on these

trunks cannot overflow to other trunks, so the porting Party must order a trunk group size it believes results in conservative engineering. Also, inter-switch signaling is usually limited to multi-frequency ("MF"). This precludes passing calling line identification to the porting Party's switch.

2.3 Route Indexing: The donor Party shall implement Directory Number-Route Index ("DN-RI") in particular switches as requested by the porting Party and as agreed by the Parties upon completion of a successful technical trial which the Parties agree to conduct as soon as reasonably practical. DN-RI requires direct trunking between the donor Party switch to which the ported number was originally assigned and the porting Party switch to which the number has been ported (or other porting Party switch). Only one way SS7 trunks shall be used for DN-RI.

The donor Party shall provide DN-RI as part of porting existing DID telephone numbers. The donor Party switch shall send the originally dialed number as a 7-digit or 10-digit number to the porting Party switch without a prefix.

2.4 LERG Reassignment: Portability for an entire NXX code of numbers shall be provided, when mutually agreed, by utilizing reassignment of the entire NXX code to the porting Party through a reassignment in the Local Exchange Routing Guide ("LERG"). Updates to translations in the donor Party's switching offices from which the NXX code is reassigned will be made by the donor Party by the date on which national LERG changes become effective.

2.5 Other Currently Available Number Portability Provisions:

2.5.1 Each Party shall exchange with the other Party SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in their respective networks, as are technically feasible to exchange.

2.5.2 Promptly following receipt of an INP order for a number served by a particular end office switch, each Party shall disclose to the other any technical or capacity limitations that would prevent use of a requested INP method in a particular switching office. In all cases in which installation or removal of INP is to be coordinated with the installation, modification, or removal of another service (e.g., an unbundled local loop), the Parties shall follow the coordination procedures set forth in Attachment 4.

2.5.3 When any INP method available hereunder is used to port a subscriber number, the donor Party must maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting Party and to provide such LIDB information in accordance with any LIDB agreement subsequently entered between the Parties.

2.5.4 The donor Party shall send a CARE transaction 2231 to notify the appropriate IXC that access is now provided by the porting Party for that number.

2.5.5 The INP service offered herein shall not initially apply to NXX codes 555, 915, 950, or 976, or for Feature Group A or coin telephone service, because of the special billing characteristics of such services. Upon a Bona Fide Request of either Party, the provisions of INP for these services will be mutually negotiated between the Parties and provided to the extent feasible under negotiated rates, terms, and conditions. INP shall only apply for any arrangement that would forward calls to telephone numbers resident in the same Rate Center. INP shall not apply for any arrangement that would render the forwarded call toll traffic.

2.5.6 The donor Party shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon receipt of notification from the porting Party, the Customer or a third party that is authorized to act on behalf of the Customer. The Parties agree to work cooperatively to develop procedures or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

Section 3. Number Portability (“NP”)

3.1 The Parties acknowledge that, notwithstanding the FCC’s First Memorandum Opinion and Order on Reconsideration in CC Docket 95-116, they disagree on the form of NP that should be adopted and prescribed by the FCC, and accordingly hereby reserve their rights to advocate their respective positions before legislative, judicial, and regulatory bodies, notwithstanding any other provisions of this Agreement. To the extent that this Agreement includes provisions regarding the implementation of the Location Routing Number (“LRN”) method of NP, such provisions shall apply only if it is ordered that LRN shall be deployed in Virginia, and only to the extent required by Applicable Law, and the presence of such provisions in this Agreement shall not be deemed a waiver of BA’s position that LRN should not be deployed in Virginia. If another NP methodology is adopted for Virginia, the Parties shall promptly modify any provisions of this Agreement that refer to or assume the implementation of LRN to replace it with such other methodology.

3.2 The requirements for NP, when available, shall include the following:

3.2.1 Notwithstanding any other provision of this Agreement, each Party shall provide NP service in accordance with Applicable Law. A subscriber must be able to change local service providers and retain the same telephone number(s) and have availability of all vertical and advanced local

service features, subject to the technical capabilities of the porting Party's switch.

3.2.2 To the extent required by Applicable Law and to the extent technically feasible, the donor Party's NP network architecture shall not subject the porting Party to any degradation of service compared to the donor Party in any material measure, including switching and transmission quality, call set-up time and post-dial delay.

3.2.3 After an office is equipped with NP, and after an NXX code is defined as portable, translations will be changed in the donor's LNP-capable switches which trunk directly to such office to open the NXX code(s) for database queries. Any NXX code with at least one ported number in the NXX code shall be defined as portable.

3.2.4 Upon introduction of LRN in a metropolitan statistical area/county, the associated tandems (local and access) shall be among the first switches converted, with no unreasonable delay. All portable NXX codes shall be recognized in these tandems as portable, with queries launched from these switches.

3.2.5 During the process of porting a subscriber, the donor Party shall implement the 10-digit trigger feature when technically feasible. When the donor Party receives the porting request, it shall use reasonable efforts to apply the 10-digit trigger to the subscriber's line at least twenty-four (24) hours prior to the order due date in order to facilitate the smooth transitioning of the subscriber to the new provider.

3.3 Joint Cooperation

3.3.1 At such time that NP is available, both AT&T and BA shall:

3.3.1.1 Support emergency and operator services in a manner to be mutually agreed.

3.3.1.2 Use commercially reasonable efforts to use scarce numbering resources efficiently and administer such resources in a competitively neutral manner.

3.3.1.3 Cooperate with each other so that each carrier shall be able to rate and bill different types of calls.

3.3.1.4 Cooperate with each other to apply NP consistently.

3.3.1.5 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a NP arrangement, the Parties will commence migration from INP to the agreed upon or mandated NP arrangement as quickly as practically possible (and in any event no later than the migration dates set forth in the applicable FCC and/or Commission order(s) or regulations) while minimizing interruption or degradation of service to their respective subscribers. Once NP is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP subscribers' numbers to NP. Upon implementation of NP pursuant to FCC or Commission regulation, both Parties agree to conform and provide such NP. To the extent NP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of NP, the Parties will negotiate in good faith the charges or cost recovery mechanism for NP service at such time as a NP arrangement is adopted by the Parties.

3.4 Location Routing Number ("LRN")

If and to the extent that Applicable Law requires implementation of LRN as the NP methodology applicable in Virginia, BA and AT&T shall work cooperatively to implement an LRN-NP solution when technically feasible.

3.4.1 A ten-digit code, consistent with the North American Numbering Plan, called the location routing number ("LRN") shall be used as a network address for each switch that terminates subscriber lines, (i.e., an end office). LRN shall support existing six-digit routing and may be implemented without changes to existing switch routing algorithms. In existing end offices, the LRN shall be selected from one of its existing NPA-NXX codes. New end offices shall be assigned LRNs through normal administrative processes.

3.4.2 LRN employs an "N-1" Query Strategy for interLATA or intraLATA toll calls, by which the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and route the call to the appropriate terminating local carrier either directly or through an access tandem office. For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier. The "N-1" methodology will be used to extend portability on a phased, region-by-region basis and it does not place BA, AT&T or other carriers needlessly in the call path.

3.4.3 The Parties shall furnish each other with the first six (6) digits of the originating LRN when they supply each other with the Jurisdiction Information Parameter ("JIP") in the Initial Address Message ("IAM"), assuming the necessary LRN software is available from the switch manufacturer and is loaded in the specific switch that will populate the JIP parameter per the timetable set by the FCC and Commission.

3.4.4 Each Party agrees to use commercially reasonable efforts to begin the introduction of LRN to end user subscribers who may begin changing local service providers and retaining their existing telephone number based on the time line set out by the FCC in its Telephone Number Portability Order (CC Docket No. 95-116), or as per a State order if such time for introduction of LRN set by the State is earlier than would result under the FCC Order.

3.5 Additional NP Requirements (when available)

In the absence of Query On Release, for local calls to a portable NXX code each Party shall query an external database as soon as the call reaches the first NP-capable switch in the call path. An LRN-capable originating switch shall query on a local call to a portable NXX code native to another central office as soon as the LNP trigger is encountered and it is determined that it (the originating switch) does not serve the dialed number.

3.6 SMS Administration

Each Party will work cooperatively with other local service providers to establish the NP service management system ("SMS"). The SMS shall be administered by a neutral third party, to provide for the efficient porting of numbers between carriers. Subject to Applicable Law, there must be one exclusive Number Portability Administration Center ("NPAC") per portability State or region, and each Party shall provide all information uploads and downloads regarding ported numbers to/from, respectively, the exclusive NPAC. BA and AT&T shall cooperate to facilitate the expeditious deployment of LRN-based NP through the process prescribed by the FCC and the Commission, including, but not limited to, participation in the selection of a neutral third party and development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for provisioning in this Agreement.

Section 4. Requirements for INP and NP

4.1 INP Cut-Over Process

The following cutover coordination procedures shall apply for INP-ported numbers. NP cutover procedures shall be reasonably agreed by the Parties at such time as the capability has been developed.

4.1.1 Upon request by the porting Party, the donor Party will apply the following coordination procedures to cutovers of ported numbers.

4.1.2 The porting Party shall request the porting of a number from the donor Party by delivering to the donor Party a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within twenty-four (24) hours of the donor Party's receipt of such valid service order, the donor Party shall provide the porting Party the Firm Order Confirmation ("FOC") date and time according to the installation time frames set forth in Section 4.2 below.

4.1.3 On each porting order, the Parties will agree on a cutover time at least forty-eight (48) hours before that cutover. RCF cutover time will be defined as a fifteen (15) to thirty (30) minutes per line window within which both Parties will make telephone contact to complete the cutover. The cutover window for other methodologies will be agreed to by the Parties.

4.1.4 Within the appointed fifteen (15) to thirty (30) minute cutover time, the porting Party will call the donor Party to coordinate cutover work and when the donor Party is reached in that interval, such work will be promptly performed.

4.1.5 If the porting Party requires a change in scheduling, it must contact the donor Party to issue a supplement to the original order. The negotiations process to determine the date and time of cutover will then be reinitiated pursuant to Section 4.1.3.

4.1.6 If the porting Party is not ready within the appointed interval and if it had not called to reschedule the work at least two (2) hours prior to the start of the interval, the porting Party shall be liable for the non-recurring charge for such work for the missed appointment. In addition, non-recurring charges, if applicable, for the rescheduled appointment will apply.

4.1.7 If the donor Party is not available or not ready at any time during the appointed fifteen (15) to (30) minute interval, the Parties will reschedule and the donor Party will waive the non-recurring charge, if applicable, for such work whenever it is performed pursuant to an agreed-upon rescheduling.

4.1.8 Beginning nine (9) months from the Effective Date, if unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cutover, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the subscriber are the responsibility of the porting Party.

4.2 Installation Time Frames

4.2.1 Installation time frames for RCF INP will be as follows:

4.2.1.1 Lines and Trunks:

4.2.1.1.1 For installations of RCF INP that are not installed and/or coordinated with any other services ordered from BA, installation time frames will be as follows: orders of 1-20 lines in four (4) business days; orders of 21-30 lines in seven (7) business days; orders over 30 lines will have an installment time frame as mutually agreed upon by the Parties; and

4.2.1.1.2 . Notwithstanding Section 4.2.1.1.1, installation time frames for RCF INP when installed and/or coordinated with another service ordered from BA will be as follows: orders of 1-10 lines in six (6) business days; orders of 11-20 lines in ten (10) business days; orders of 21 or more lines will have an installment time frame as mutually agreed upon by the Parties.

4.2.1.2 The installation time frames set forth in Section 4.2.1.1 shall be applied as follows:

4.2.1.2.1 The time frames set forth in Section 4.2.1.1 shall apply on average to the order types and sizes specified therein; and

4.2.1.2.2 No individual order shall be installed in a time frame more than twice the length of the time frame specified in Section 4.2.1.1 for the order type and size, except in unusual circumstances. Unusual circumstances shall qualify to modify any time frame only to the extent that the unusual circumstances have comparable effects on BA's Customer services and INP services for other Local Exchange Carriers.

4.2.2 The Parties will implement mutually agreeable time frames for the installation of FLEX-DID and DN-RI trunks (when available).

4.3 Call Referral Announcements

When an end user customer changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a referral announcement on the end user's former telephone number that provides the end user's new number or other appropriate information to the extent known. Referral announcements shall be provided reciprocally, free of charge to either Party or the end user to the extent the providing Party does not charge its own end user customers for such service, for the same period of time the providing Party provides its own end user customers when they change their telephone numbers.

4.4 Engineering and Maintenance

BA and AT&T will cooperate with the objective that the performance of trunking and signaling capacity shall be engineered and managed at Parity. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.5 Operator Services and Directory Assistance

4.5.1 Where BA has control of directory listing for NXX codes containing ported numbers, BA shall maintain entries for ported numbers as mutually agreed by the Parties.

4.5.2 When NP is in place, if Integrated Services Digital Network User Part ("ISUP") signaling is used, BA shall provide the JIP in the SS7 IAM, assuming the necessary LRN software is available from the switch manufacturer and is loaded in the specific switch that will populate the JIP parameter per the timetable set by the FCC and Commission. (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor - Lucent Technologies, Inc.]). BA shall provide a 10-digit Global Title Translation ("GTT") Node for routing queries for TCAP-based operator services (e.g., LIDB). BA shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996 [Editor - Nortel], assuming the necessary LRN software is available from the switch manufacturer and is loaded in the specific switch that will provide operator services per the timetable set by the FCC and Commission.

Section 5. Charges

AT&T and BA agree to rely on the results of any final competitively neutral INP funding mechanism and rate developed by the Commission. Until a rate is determined by the Commission ("the Commission Rate"), BA agrees to track AT&T's INP usage for RCF. The Parties will jointly develop estimates of FLEX DID and DN-RI usage. After the Commission Rate is established, AT&T will pay BA for the usage that accrued before the Commission's final decision plus interest at the prime rate, subject to the right to challenge the accuracy of the tracking.

SECURITY REQUIREMENTS

TABLE OF CONTENTS

Section 1	Physical Security	2
Section 2	System Security	3
Section 3	Fraud Prevention	4
Section 4	Law Enforcement Interface	4

SECURITY REQUIREMENTS

Section 1. Physical Security

This Section 1 sets forth security requirements for Physical Collocation at BA's premises. In the event of a conflict between these requirements and any Applicable Law, the Applicable Law shall govern. Any conflicts between a Tariff and the provisions of this Attachment 9 shall be resolved as set forth in Section 2.3 of the Agreement. Each Party shall take reasonable steps to protect the other Party's personnel and property at a Collocation premises, including the following:

1.1 Except as otherwise expressly authorized by BA, AT&T shall access only equipment owned by AT&T and shall enter only those areas of BA's premises where such equipment is located, or which are designated for use by AT&T. BA shall sign a log that is maintained by AT&T when any of its authorized employees and agents enter those portions of BA's premises that are designated for AT&T's sole use. While in such areas, BA employees and agents shall carry identifying credentials to be produced at AT&T's reasonable request. BA shall allow AT&T, after reasonable advance notice, to inspect areas that house or contain AT&T equipment or equipment enclosures in accordance with mutually acceptable procedures.

1.2 AT&T shall deliver to BA within thirty (30) days of the Effective Date of this Agreement and every six months thereafter a current list of AT&T's employees and agents authorized to enter BA's premises. While on BA's premises, such employees or agents shall prominently display BA non-employee identification badges provided by BA. If requested by BA, AT&T shall provide this information in an electronic format.

1.3 Each Party shall, while on the other's premises or in areas on its premises designated for the other Party's sole use, comply with the other Party's generally applicable security and safety procedures and requirements as may be provided from time-to-time by the other Party (including but not limited to sign-in, identification, and escort requirements); provided, however, that AT&T's procedures and requirements for access to its equipment areas shall be consistent with those established by BA for the relevant premises.

1.4 Neither Party shall tamper with or perform any activities upon the other Party's equipment at the Collocation premises, except as necessary to perform this agreement (e.g., equipment maintenance, installation, etc.) or in

case of emergency. In an emergency, the affected Party shall notify the other Party of the emergency as soon as practicable, take steps the affected Party deems appropriate to manage the emergency (using reasonable care under the circumstances to protect the other Party's equipment), and allow the other Party to access the affected Party's premises/space (subject to the requirements of this Section 1) to protect the other Party's equipment.

1.5 AT&T shall ensure that areas that house AT&T's equipment are adequately secured to prevent unauthorized entry. BA shall have no liability for any damage or loss resulting from AT&T's failure to ensure that areas that house AT&T's equipment are adequately secured to prevent unauthorized entry. AT&T shall furnish BA with all keys, entry codes, lock combinations, and other materials and information necessary for BA to gain entry to any secured AT&T area subject to the provisions stated in this Attachment. BA shall take reasonable action to limit access to AT&T secured areas to BA's employees and agents who are authorized to have to have such access.

1.6 Each Party shall promptly notify the other Party of any material breach by the other Party of the foregoing provisions.

1.7 AT&T shall ensure that AT&T equipment at BA's premises is suitable for use in the operational environment at such premises. BA shall have no liability in this regard, other than to maintain the general environmental conditions in the premises at normal operational levels suitable for its own equipment.

Section 2. System Security

2.1 Each party shall provide the other a plan to be used in the event of a system failure or emergency to facilitate prompt systems restoration and recovery.

2.2 Each party shall maintain a reasonable standard of security between operation system interfaces consistent with its own information security practices.

Section 3. Fraud Prevention

3.1 BA shall make available to AT&T fraud prevention features (including any prevention, detection, or control functionality) that may be embedded

within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed (such as 900 NPA and international blocking offered to business customers and aggregators). AT&T shall make available to BA fraud prevention features (including prevention, detection, or control functionality) in accordance with applicable Tariffs or as otherwise mutually agreed.

3.2 Until such time as partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems, such as the LIDB fraud alert and monitoring system, is made available to AT&T, BA shall, whenever fraud alert indicators are activated on AT&T accounts, promptly inform AT&T of any indications of fraud. The Parties agree to work together to establish processes and mechanisms regarding the provision of such information and to develop fraud detection and prevention systems that will benefit both Parties.

Section 4. *Law Enforcement Interface*

Each Party ("Assisting Party") shall provide reasonable assistance to the other Party in accordance with Applicable Law and the Assisting Party's internal procedures in connection with: installation of and information retrieval from traps in the Assisting Party's network, emergency traces on and information retrieval from subscriber invoked CLASS services (e.g., call traces requested by the other party), and execution of wiretap or dialed number recorder orders from law enforcement authorities.

ACRONYM	DEFINITION
AAA	American Arbitration Association
AIN	Advanced Intelligent Network
ALEC	Alternate Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automated Message Accounting
ANSI	American National Standards Institute
ARPM	Average Revenue Per Message
ATIS	Alliance for Telecom Industry Solutions
ATM	Asynchronous Transfer Mode
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV	Busy Line Verification
CABS	Carrier Access Billing Systems
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification
CAP	Competitive Access Provider
CCITT	Consultative Committee on International Telegraph & Telephone
CCS	Communications Channel Signaling
CCSNIS	Common Channel Signaling Network Interface Specification
CIC	Carrier Identification Code
CLASS	Custom Local Area Signaling Service
CLC	Carrier Liaison Committee
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CMIP	Coded Mark Inversion Protocol
CO	Central Office
CPE	Customer Premises Equipment
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
DCS	Digital Cross-Connect System
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DS0	Digital Signal Level Zero
DSN	Data Set Name

DSX	Digital Cross Connect
DTMF	Dual-Tone Multi Frequency
EFT	Electronic Fund Transfer
EMR	Exchange Message Record
EO	End Office
ESF	Extended Super Frame
ETTR	Estimated Time to Repair
FDI	Feeder Distribution Interface
FN	Fiber Node
FOC	Firm Order Confirmation
GTT	Global Title Translation
HDT	Host Digital Terminal
ID	Remote Identifiers
IEC	Interexchange Carrier
IECs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
LATA	Local Access Transport Area
LEC	Local Exchange Carrier
LIDB	Line Information Data Base
LNP	Local Number Portability
LRN	Local Routing Number
LS	Local Switching
LSO	Local Serving Office
MF	Multi-Frequency
MLT	Mechanized Loop Tests
NID	Network Interface Device
NNI	Network to Network Interface
OBF	Ordering & Billing Forum
OLI	Originating Line Indicator
OSS	Operations Support Systems
PBX	Private Branch Exchange
PIC	Primary Interexchange Carrier
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point

RAO	Regional Accounting Office
RCF	Remote Call Forwarding
RI	Route Index
ROW	Right of Way
RSM	Remote Switch Module
SAG	Street Address Guide
SCCP	Signaling Connection Control Point
SCP	Service Control Points
SECAB	Small Exchange Carrier Access Billing
SMS	Service Management System
SONET	Synchronous Optical Network
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SS7	Signaling System 7
SSP	Switching Services Port
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Port
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TR	Technical Requirements

DEFINITIONS

"Accessing Party", as used in Section 13 of the Agreement, means a Party which accesses, uses or discloses Customer Information made available by the other Party pursuant to this Agreement.

"Act" means the Communications Act of 1934, 47 U.S.C. § 151, et seq., as amended from time-to-time.

"Advanced Intelligent Network" ("AIN") means a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions or further call handling instructions, in order to enable a carrier to offer advanced features and services.

"Affiliate" means "Affiliate" as defined in the Act.

"Agent" means agent or servant.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

"Applicable Law" means all applicable laws and government regulations and orders, including, but not limited to, the regulations and orders of the Federal Communications Commission and the Commission.

"AT&T" has the meaning stated in the "Preface".

"AT&T Customer" means a Customer of AT&T.

"AT&T Offered Services" means and includes:

- (a) AT&T Resale Services;
- (b) Support Functions, as set forth in Section 57;

- (c) Interconnection, as set forth in Attachment 15; and
- (d) Any other services or products that AT&T has agreed in the Principal Document to provide to BA.

"AT&T Resale Service" means any Telecommunications Service that AT&T provides at retail to subscribers who are not Telecommunications Carriers. The term "AT&T Resale Service" does not include any Exchange Access Service provided by AT&T.

"Automatic Number Identification" ("ANI") means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

"BA" has the meaning stated in the Preface.

"BA Customer" means a Customer of BA.

"BA Offered Services" means and includes:

- (a) BA Resale Services;
- (b) Network Elements, as set forth in Section 46 and Attachment 2;
- (c) Support Functions, as set forth in Section 47;
- (d) Directory Listings, as set forth in Section 48;
- (e) Subscriber List Information, as set forth in Section 49.1;
- (f) Interconnection, as set forth in Attachment 15; and
- (g) Any other services or products that BA has agreed in the Principal Document to provide to AT&T.

"BA Resale Service" means any Telecommunications Service that BA provides at retail to subscribers who are not Telecommunications Carriers. The term "BA Resale Service" does not include any Exchange Access Service provided by BA.

"Busy Line Verification and Emergency Line Interrupt ("BLV/ELI") Services" means an operator call in which the end

user inquires as to the busy status of, or requests an interruption of, a call on a Telecommunications Service.

"CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5, Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of Exchange Access Services.

"Calendar Quarter" means any of the following periods: (a) January 1 through March 31; (b) April 1 through June 30; (c) July 1 through September 31; or, (d) October 1 through December 31.

"Calendar Year" means the period of January 1 through December 31.

"Centrex" and "Centrex Service" mean "Centrex Service" as defined in the Tariffs of the Party providing the Centrex Service.

"Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"Claim", as used in Section 10, "Compliance with Laws", Section 20, "Indemnity and Defense", and Section 33, "Selection of a Telephone Exchange Service Provider", means and includes:

- (a) any claim or demand made or brought by a person who is not a Party or an Affiliate of a Party;
- (b) any suit, action or other proceeding, before a court, the Federal Communications Commission, the Commission, or other governmental entity, instituted or brought by a person who is not a Party or an Affiliate of a Party;
- (c) any judgment obtained by a person who is not a Party or an Affiliate of a Party;

- (d) any liability to a person who is not a Party or an Affiliate of a Party;
- (e) any fine or penalty imposed by a governmental entity; and
- (f) any reasonable cost, expense or attorneys fees incurred in connection with any such claim, demand, suit, action, proceeding, judgment, liability, fine or penalty.

"Claim" as used in Section 23, "Liability", and Section 48.11, means and includes:

- (a) any claim or demand made or brought by any person (including a Party or an Affiliate of a Party, or a person who is not a Party or an Affiliate of a Party);
- (b) any suit, action or other proceeding, before a court, the Federal Communications Commission, the Commission, or other governmental entity, instituted or brought by any person (including a Party or an Affiliate of a Party, or a person who is not a Party or an Affiliate of a Party);
- (c) any judgment obtained by any person (including a Party or an Affiliate of a Party, or a person who is not a Party or an Affiliate of a Party); and
- (d) any liability to any person (including a Party or an Affiliate of a Party, or a person who is not a Party or an Affiliate of a Party).

"Collocation" means "Physical Collocation" and "Virtual Collocation", as defined by Applicable Law, including, but not limited to, 47 U.S.C. § 251(c)(6) and 47 CFR §§ 51.5 and 51.323.

"Combinations" means, with regard to Network Elements, two or more connected Network Elements purchased by a Party to provide its Telecommunication Services in a geographic area or to a specific Customer.

"Commission" means the State Corporation Commission.

"Common Channel Signaling" ("CCS") means a method of digitally transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network that carries the actual call.

"Common Transport" has the meaning stated in Attachment 2, Section 9.

"Contract Period", as used in the definition of "Termination Date Offered Service" and Section 6.3 of the Agreement, means a stated period or minimum period of time for which a Purchasing Party is required by this Agreement to subscribe to, use and/or pay for a Providing Party Offered Service.

"Control Office" is an exchange carrier center or office designated as the carrier's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"Custom Calling Services" means a set of call-management services available to residential and single-line business subscribers, including call-waiting, call-forwarding and three-party calling.

"Custom Local Area Signaling Service" ("CLASS") (Bellcore Service Mark) means a set of call-management services that utilize the capability to forward a calling party's number between end offices as part of call setup. CLASS features include automatic callback, automatic recall, caller ID, call trace, and distinctive ringing.

"Customer" means a person who is (a) a customer, subscriber, or patron, or (b) a purchaser or user of Telecommunications Services or other services or products. As used in this Agreement, unless the context clearly indicates otherwise, a reference to a Customer of a Party does not include the other Party.

"Customer Information" means Customer Proprietary Network Information (as defined by Applicable Law, including, but not limited to, Section 222 of the Act, 47 U.S.C. § 222) related to a Customer of a Party, and any other non-public, individually identifiable information related to a Customer of a Party or the purchase or use by a Customer of a Party of the Party's services or products.

"Dedicated Transport" has the meaning stated in Attachment 2, Section 10.

"Effective Date" has the meaning stated in the Preface.

"EMR" means the Exchange Message Record System used among Local Exchange Carriers for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, which is published by Bellcore and defines the industry standard for exchange message records.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, but not limited to, as amended from time-to-time, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, and the Occupational Safety and Health Act of 1970), or (b) poses risks to human health or safety, or the environment (including, but not limited to, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"E911" means Enhanced 911 Service and E911 Service, as described in the Tariffs of the Party providing this service.

"E911/911" means Enhanced 911 Service, E911 Service and 911 Service, as described in the Tariffs of the Party providing these services.

"Exchange Access Service" means "Exchange Access Service" as defined in the Act.

"Exchange Area" means Rate Center Area.

"INP" and "Interim Number Portability" have the meaning stated in Attachment 8, Section 2.

"Interconnection" has the meaning stated in Attachment 15.

"Interconnection Point" ("IP") has the meaning stated in Attachment 15.

"Local Exchange Carrier" means "Local Exchange Carrier" as defined in the Act.

"Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in Bell Atlantic's Tariffs, or, if the Commission has defined local calling areas applicable to all Local Exchange Carriers, then as so defined by the Commission.

"MECAB" means the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more Local Exchange Carriers, or by one Local Exchange Carrier in two or more states, within a single LATA.

"MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF. The MECOD document, published by Bellcore as Special Report SR STS-002643 (and SRBDS 00983), establishes recommended guidelines for processing orders for Exchange Access Service which is to be provided by two or more Local Exchange Carriers.

"Network Interconnection" means "Interconnection".

"Network Element" means "Network Element" as defined in the Act.

"NANP" means the "North American Numbering Plan", the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit NXX code plus a four digit line number.

"911" means 911 Service, as described in the Tariffs of the Party providing this service.

"NPA" ("Numbering Plan Area") (sometimes referred to as an "Area Code") is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 500, 700, 800, 888, and 900, are examples of Non-Geographic NPAs.

"NXX" or "NXX Code" is the fourth, fifth and sixth digits of a 10 digit telephone number within the NANP.

"OBF" means the Ordering and Billing Forum which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions.

"Offered Service" means and includes: (a) any BA Offered Service; and (b) any AT&T Offered Service.

"Order" means an order or application to install, provide, change, terminate, or take other action with regard to, an Offered Service.

"Parity" means the following:

(a) With regard to Interconnection, to the extent technically feasible, the Providing Party will provide Interconnection that is at a level of quality that is Equal to that which the Providing Party provides to itself, a subsidiary, an Affiliate, or any other person.

(b) With regard to a Network Element, to the extent technically feasible, the Providing Party will provide the Network Element such that:

(i) the quality of the Network Element, as well as the quality of the access to the Network Element,

will be the Same as that which the Providing Party provides to other Telecommunications Carriers requesting access to that Network Element; and

(ii) the quality of the Network Element, as well as the quality of the access to the Network Element, will be Equal in quality to that which the Providing Party provides to itself.

(c) With regard to a Resale Service, to the extent technically feasible, the Providing Party will provide the Resale Service such that the Resale Service is Equal in quality, and provided within the Same provisioning time intervals, that the Providing Party provides the Resale Service to others, including end users.

As used in this definition of "Parity", "Network Elements" includes access to Operations Support Systems functions (including access to pre-ordering, ordering, provisioning, maintenance and repair, and billing, functions).

As used in Paragraphs (a) and (b) of this definition of "Parity", "Equal" and "Same" mean that there is no statistically significant difference in quality. As used in Paragraph (c) of this definition of "Parity", "Equal" means that there is no statistically significant difference in quality and "Same" means that there is no statistically significant difference in timeliness of provision.

It is the intent of the Parties, through the definition of "Parity" stated above, that where a Party has undertaken to provide Interconnection, a Network Element or Resale Service, at "Parity", the Party shall: (a) with regard to Interconnection, meet the obligations imposed upon Incumbent LECs by 47 CFR §§ 51.305(a)(3); (b) with regard to a Network Element, meet the obligations imposed upon Incumbent LECs by 51.311(a); and, (c) with regard to a Resale Service, meet the obligations imposed upon LECs by 47 CFR § 51.603(b). The definition of "Parity" stated above shall be construed in a manner consistent with, for Interconnection, 47 CFR §§ 51.305(a)(3), for Network Elements, 47 CFR § 51.311(a) and (b), and, for Resale Services, 47 CFR § 51.603(b). If 47 CFR §§ 51.305(a)(3), 51.311(a) or (b), or 51.603(b), are at any time, in whole or in part, amended, replaced by other FCC Rules or orders, withdrawn, or declared to be void, the

Parties shall revise the language of this definition to conform to the changed requirements of Applicable Law, provided that any revised definition of "Parity" shall apply equally to both BA and AT&T.

"Parties" means AT&T and BA.

"Party" means AT&T or BA.

"Principal Document" means this document, including, the title page, the Table of Contents, the Preface, the Recitals, Sections 1 through 57, the signature page, and Attachments 1 through 18.

"Providing Party" means a Party providing an Offered Service.

"Public Safety Answering Point" ("PSAP") means, with regard to E911/911 Service provided by a Party, "Public Safety Answering Point" ("PSAP") as described in the Tariffs of that Party related to E911/911 Service.

"Purchasing Party" means a Party purchasing an Offered Service.

"Rate Center" means the geographic point and corresponding geographic area which has been identified by a given Local Exchange Carrier as being associated with a particular NPA-NXX code which has been assigned to the Local Exchange Carrier for its provision of Telephone Exchange Service. The "Rate Center Area" is the exclusive geographic area which the Local Exchange Carrier has identified as the area within which the Local Exchange Carrier will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. A "Rate Center Point" is a specific geographic point, identified by a specific V&H coordinate, located within the Rate Center Area, which is used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Telephone Toll Services.

"Resale Service" means: (a) a BA Resale Service; or (b) an AT&T Resale Service.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The

Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains recommended guidelines for the billing of Exchange Access and other connectivity services.

"State" means the Commonwealth of Virginia.

"Tariffs" means and includes:

(a) a Party's effective Federal and state tariffs, as amended by the Party from time-to-time; and

(b) to the extent a Party's Offered Services are not subject to the Party's tariffs, any standard agreements and other documents, as amended by the Party from time-to-time, that set forth the generally available terms, conditions and prices, under which the Party offers such Offered Services.

"Technical Document" means any technical reference, technical publication, AT&T Practice, BA Practice, Bellcore Practice, publication of telecommunications industry administrative or technical standards, or other similar document, which is specifically incorporated into this Agreement.

"Telecommunications" means "Telecommunications" as defined in the Act.

"Telecommunications Carrier" means "Telecommunications Carrier" as defined in the Act.

"Telecommunications Relay Service" means a service intended to permit communication by or with speech or hearing-impaired persons whereby: (a) (i) a speech or hearing-impaired person is able to type a message into a telephone instrument equipped with a keypad and message screen and have the message transmitted to a live operator, (ii) to have the operator read the message to a recipient, and (iii) to have the operator type the message recipient's response into a telephone instrument equipped with a keypad and message screen and have the message transmitted to the speech or hearing-impaired person, or (b) (i) a caller is able to speak a message to a live operator and have the operator type the message into a telephone instrument equipped with a keypad and message screen and have the message transmitted to a similar instrument of a speech or hearing-impaired person, and (ii) have the operator

read the speech or hearing-impaired person's response to the caller.

"Telecommunications Service" means "Telecommunications Service" as defined in the Act.

"Telephone Exchange Service" means "Telephone Exchange Service" as defined in the Act.

"Termination Date Offered Service" means: (a) any Offered Service being provided under this Agreement at the time of termination of this Agreement, that at the time of termination of this Agreement is subject to a Contract Period which is greater than one (1) month; and, (b) any Offered Service requested by a Purchasing Party under this Agreement in an Order accepted by the Providing Party prior to termination of this Agreement but not yet being provided at the time of termination of this Agreement, that is subject to an initial Contract Period which is greater than one (1) month.

"Transaction Capability Application Part" ("TCAP") has the meaning stated in Bellcore GR-905-CORE, Issue 1, March 1995.

"Voluntary Federal Customer Financial Assistance Programs" mean Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Federal Communications Commission or the Commission.

"Wire Center" means a building or portion of a building occupied by a Party which serves as a routing point for switched Exchange Access Service provided by the Party.

"Work Locations" means any real estate that either Party owns, leases, licenses or in which it holds easements or rights to use, or does use, in connection with this Agreement.

PERFORMANCE REPORTS

1. Performance Reporting

1.1. BA shall supply to AT&T performance reports each month on BA's performance in Virginia in accordance with this Attachment 12. The reports shall be substantially in the format of the documents attached hereto as Schedules 12B through 12F. The definitions of the rows and columns in the reports are set forth in the Schedule 12A. The coverage of each report is set forth in its title, with the additional explanations set forth below.

1.1.1. Schedule 12B (AT&T-Specific) will report the statewide performance of BA for the services provided to AT&T for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates in the cells in Schedule 12B are the dates that BA will be able to provide the information in that cell. Where the date is accompanied by the letters "Est." ("estimated"), the date in that cell is BA's best estimate and target, but not yet a commitment. BA will make its best efforts to meet the "Est." dates and will inform AT&T of any potential change in those dates if and when that potential appears. Where the cell contains an "N/A" ("not applicable"), the measure is not applicable for that service category.

1.1.2. Schedule 12C (BA Including BA affiliates) will report statewide, system-wide performance of BA, including for the services provided to affiliate companies of BA, for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates and notations in Schedule 12C have the same meanings as those described above for Schedule 12B. BA does not have an immediately comparable service for Unbundling and, as a result, those columns have been marked as "N/A". BA's "Retail - POTS" column reflects results from BA's retail operations for POTS services and is comparable to the "Resale - POTS" service on the other schedules (Schedule 12B, Schedule 12D, Schedule 12E and, when available, Schedule 12F).

1.1.3. Schedule 12D (Top 3 Carriers) will report the statewide performance of BA for the services provided to the largest three telecommunications carriers interconnecting with or purchasing services from BA pursuant to Sections 251 and 252 of the Act, combined, for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates and notations in Schedule 12D have the same meanings as those described above for Schedule 12B. In order to preserve the confidentiality of other carriers' information, results for a service (report column) will only be produced on this report if all three carriers purchased the reported service in the calendar month.

1.1.4. Schedule 12E (All CLECs) will report the statewide performance of BA for the services provided to telecommunications carriers interconnecting with or purchasing services from BA pursuant to Sections 251 and 252 of the Act and BA has a reporting obligation under the signed interconnection agreement, combined, for the preceding

calendar month for the measures set forth in the report and defined in Schedule 12A. The dates and notations in Schedule 12E have the same meanings as those described above for Schedule 12B. In order to preserve the confidentiality of other carriers' information, results for a service (report column) will only be produced on this report if three carriers purchased the reported service in the calendar month.

1.1.5. Schedule 12F (10 Largest Retail Customers) will, at such time as BA is able to collect and report such information, and upon agreement regarding compensation for the collection and reporting of such information, if any, report statewide performance of BA for the services provided to its ten largest retail customers for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The cells in Schedule 12F are all marked "TBD" ("to be determined") without an accompanying estimated date because BA has not yet determined that the collection and reporting of this information is feasible, and if it is, when such reporting might be available. BA agrees, however, that it will continue its best efforts assessment of the feasibility of collecting and reporting this information and will promptly report to AT&T the results of that assessment and the availability of such information at such time as BA develops the capability to collect and report it for BA's own internal use.

1.2. AT&T agrees that the performance information included in these reports is confidential and proprietary to BA under Section 11 of this Agreement, and shall be used by AT&T solely for internal performance assessment purposes, for purposes of joint AT&T and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order. AT&T shall not otherwise disclose this information to third parties.

1.3. The question of what remedies or other action might be appropriate in any situation where AT&T believes, based on a statistically significant number of reports described above, that BA is not complying with any of the performance standards in the Agreement shall be resolved, in the first instance, through negotiations between the Parties and, failing successful negotiations, through the complaint processes of the Commission, the FCC, or a court of competent jurisdiction. BA agrees to join AT&T in encouraging the Commission to develop expedited procedures for the resolution of any performance-related complaints.

SERVICE CATEGORY (COLUMN) DEFINITIONS

Name	Definition
Performance Measurement	Provides a general description of the fourteen (14) performance measurements. See Measurement Definitions - Rows below.
Special Services (Access) <i>DS0</i> <i>DS1</i> <i>DS3</i>	The column group title Special Services (Access) refers to Private Line Special Access results (does not include resold or unbundled services). DS1 and DS3 are discrete services. DS0 includes all other special services.
CLEC Trunking Unbundling <i>POTS</i> <i>Special Services</i>	The column represents service for CLEC trunks that carry traffic office to office. The column group title Unbundling refers to both POTS and Special unbundling services purchased by the CLEC. The POTS column includes the unbundled loops and ports. The Special Services column includes all special services combined.
Resale - POTS	The Resale-POTS column refers to POTS services that have been resold to the CLEC. On the BA Including Affiliates Report, the Retail-POTS column is comparable to the Resale-POTS column of the other four (4) reports.

MEASUREMENT DEFINITIONS - ROW

Name	Definition
------	------------

Name	Definition
1. Number of Installations	<p>This is the total number of service orders issued/requested by AT&T and completed by BA. Regardless of the number of elements or circuits ordered, each service order counts as one.</p>
	<p>Number of Installations results can not be compared from report (e.g., AT&T-Specific) to report (e.g. BA Including BA Affiliates). However, volume is a good indicator as to whether meaningful comparisons can be made about provisioning intervals and percent orders completed on time.</p>
2. Average Interval in Days	<p>This is the sum of the receipt date to the service order due date as established on the firm order confirmation (FOC) for each service order where BA established the interval using the normal interval with this sum being divided by the total number of service orders used in the calculation</p>
	<p>AT&T will send BA a service order request (PON) and BA will return the FOC which stipulates the scheduled completion date. The time from the PON date to the date due established on the FOC represents the average interval per order.</p>
	<p>BA flags each order with an appointment flag of either "x" or "w". If the scheduled interval reflected on the order is established by BA using the normal interval process, the order will be flagged with the "w". However, if AT&T should request a date that is further out than the normal interval, the order will be flagged with the "x" to indicate that long interval was offered at the customer's request.</p>
	<p>For this category measurement, only those orders with the "w" indicator will be counted.</p>
	<p>If for some reason the order needs to be redated (longer or shorter), the final FOC date is the date that will be used for measurement purposes.</p>

Name	Definition
3. Percent Install on Time	This measurement is the total number of installations (both "x" and "w" service orders) that were completed on time (based on the service order established due date) divided by the total number of service orders. This is the percentage of orders completed on time.
4. Total Number of Missed Appointments	This measurement is the total number of service orders <i>not</i> completed on time. An appointment is defined as the date due agreed to by the customer and BA and shown on the order. If the customer issues a supplemental order changing the date due, the new date due will be measured as the appointment. Orders that are held or missed due to customer reasons <i>will not</i> be counted as a BA miss. This definition includes multi-item orders. If one item of a multi-item order is missed due to customer reasons, the order <i>will not</i> be counted as a BA miss.
5. Total Percent of Missed Appointments	Total Number of Missed Appointments divided by the total number of service orders See appointment definition on item # 4.
6. Number of Reports	This is the total number of customer trouble reports (i.e. CR troubles) received from AT&T by service category. Each trouble counts as one and in cases where the trouble is redated or subsequent reports are received for escalations or to question status, BA will not count the subsequent reports. From receipt to close, each trouble counts as 1, regardless of the trouble resolution (CPE, NTF or BA Network). This measurement <i>does not include</i> information tickets (i.e. INF troubles).

Name	Definition
7. Mean Time to Clear Reports	<p>This is the total measurable hours and minutes from all customer trouble reports, i.e. #6 above, (from the time BA receives a trouble from AT&T until the service is restored and closed with AT&T) divided by the total number of troubles for the report period. This measurement <i>does not include</i> information tickets (i.e. INF troubles).</p> <p>For Special Services columns and CLEC Trunking, the measurements will be "Stop Clock" measurements where "no access" (customer access delayed) time is removed from the measurement.</p> <p>For POTS columns, this will be a running 24 hour clock from trouble receipt to trouble clearance time. The BA clear time is the time service is restored. The BA work process is for the customer (AT&T) to be notified as soon as service is cleared. BA does not use the "close time" because after clearing the trouble, the technician may stay and complete another hour or so of clean up before actually closing the trouble.</p>
8. Number of Failures	<p>The number of failures is the total number of trouble reports where the trouble was closed out with a code indicating that the fault was a BA service problem.</p> <p>Removed from the total trouble reports will be all the troubles that reflect the cause of the trouble to be other than a BA Network fault. Examples would be troubles caused by Customer Provided Equipment (CPE), errors by the customers/end user in the use of the service or where no trouble was detected (F/OK and T/OK).</p>
9. Failure Frequency Percent	<p>The Number of Failures (#8 above) divided by the total number of circuits that AT&T has purchased from BA. The result expressed as a percentage.</p>

Name	Definition
<p>10. Percent Without Report Outstanding</p>	<p>For this measurement, BA is to do the following:</p> <ol style="list-style-type: none"> 1. Multiply the total number of circuits by the total hours in the report period to establish the total hours of service availability possible for the report period. 2. Add all of the measurable time (hours and minutes) for only the network reports (i.e. Failures) to establish the total non service availability hours for the report period. 3. Subtract the “non service availability” hours from the “total service availability” hours and divide the result by the “total service availability” hours and display this as a percentage.
<p>11. Total Number of Repeat Reports (30 days rolling)</p>	<p>This is the number of measured customer repeat reports (i.e. CR repeat reports) within a 30 day rolling window. The measured CR reports include: Came Clear (CC), Central Office (CO), Facility (FAC), Test OK (TOK), Serving Bureau Time (SVB), NPC - BA switch and beyond. Non-measured customer reports are Information (INF), Customer Provided Equipment (CPE), and Interexchange Carrier (IEC). This measurement will be provided initially at a regional level, not state specific. The 3 components of the regional measurement are: one for Pennsylvania and Delaware, one for New Jersey and one for the 4 former C&P Companies, Maryland, Virginia, West Virginia and Washington, DC. BA will request an enhancement to the support system being used for measurements. State specific measurements will be available on a date to be determined (TBD).</p>
<p>12. Repeats as a Percent of Total Troubles</p>	<p>Number of measured customer repeat reports (i.e. CR repeat reports) divided by the total number of customer reports (i.e. CR reports). See definition of customer report contained in item # 11. This measurement will also be provided initially at a regional level, not state specific. See definition of regions in item #11.</p>

Name	Definition
13. Number of Out of Service Cleared >= 24 Hours	Number of out of service customer reports (i.e. CR reports) cleared in 24 hours or more. See definition of customer report contained in item # 11.
14. Percent of Out of Service Cleared >= 24 Hours	Number of Out of Service Cleared >= 24 Hours divided by the total number of customer reports (i.e. CR reports). The result is expressed as a percentage. See definition of customer report contained in item # 11.
	For Special Services columns, the measurements will be "Stop Clock" measurements where "no access" time is removed from the measurement.

BONA FIDE REQUEST

1. BA shall promptly consider and analyze the submission of a Bona Fide Request that BA provide: (a) a method of Interconnection or access to a Network Element not otherwise provided hereunder at the time of such Bona Fide Request; or (b) a method of Interconnection or access to a Network Element that is different in quality to that which BA provides to itself at the time of such Bona Fide Request. Items (a) and (b) above may be referred to individually as a "BFR Item." The Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each BFR Item. To the extent feasible, it shall also include a forecast of the desired number or volume of the BFR Item that is the subject of the Bona Fide Request, the locations where such BFR Items are desired, and the dates when they are desired.

3. AT&T may cancel a Bona Fide Request at any time, but shall pay BA's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

4. Within fifteen (15) business days of its receipt of a Bona Fide Request, BA shall provide to AT&T a preliminary analysis of the BFR Item. The preliminary analysis shall respond in one of the following ways:

- (a) confirm that BA will offer the BFR Item and identify the date (no more than 90 days after date of this Step 4(a) preliminary analysis) when BA will deliver a firm price proposal, including service description, pricing and an estimated schedule for availability ("Bona Fide Request Price Proposal");
- (b) provide a detailed explanation that such BFR Item is not technically feasible and/or that the BFR Item does not qualify as one that is required to be provided under the Act;
- (c) inform AT&T that BA must do laboratory testing to determine whether the BFR Item is technically feasible;
- (d) inform AT&T that BA must do field testing to determine whether the BFR Item is technically feasible;

- (e) inform AT&T that it is necessary for the Parties to undertake a joint technical/operational field test in order to determine both technical feasibility and operational cost impacts of the BFR Item; or
- (f) request face-to-face meetings between technical representatives of both Parties to further explain the BFR Item. No later than five (5) business days following such meetings, BA will provide a preliminary analysis in one of the ways identified in Steps 4(a) through 4(e).

5. Within ten (10) business days of receiving BA's preliminary analysis from Step 4(c), 4(d) or 4(e), AT&T shall:

- (a) negotiate a mutually agreeable schedule for BA's testing, a mutually agreeable date (no more than 90 days after the testing has shown the BFR Item is technically feasible) when BA will deliver a Bona Fide Request Price Proposal, and a mutually agreeable arrangement for sharing the testing costs, in the case of Step 4(c) or 4(d); or
- (b) negotiate a mutually agreeable schedule for joint technical/operational field testing, a mutually agreeable date (no more than 90 days after the testing has shown the BFR Item is technically feasible) when BA will deliver a Bona Fide Request Price Proposal, and a mutually agreeable arrangement for sharing the testing costs, in the case of Step 4 (e).

6. Within ten (10) business days of receiving BA's preliminary analysis from Step 4 (a), AT&T shall:

- (a) accept BA's date to deliver a Bona Fide Request Price Proposal;
- (b) negotiate a different date for BA to deliver a Bona Fide Request Price Proposal; or
- (c) cancel the Bona Fide Request.

7. Unless the Parties otherwise agree, a BFR Item must be priced in accordance with Section 252(d)(1) of the Act and any applicable FCC or Commission rules, regulations, or orders.

8. Within thirty (30) days of its receipt of the Bona Fide Request Price Proposal, AT&T must either confirm an order for such BFR Item pursuant to the Bona Fide Request Price Proposal or, if it believes such Bona Fide Request Price Proposal is inconsistent with the requirements of the Act, seek arbitration by the Commission, including the use of any available expedited procedures, pursuant to Section 252 of the Act. If AT&T fails to confirm an order for such BFR Item within thirty days (30) days of its receipt of the Bona Fide Request Price Proposal or a Commission Order finding that such Bona Fide Request Price Proposal is consistent with the requirements of the Act, BA may treat the Bona Fide Request as cancelled by AT&T.

9. If a Party to a Bona Fide Request believes that the other Party is not requesting, or negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission, including the use of any available expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least ten (10) days in advance.

TECHNICAL REFERENCES

Section 1. Technical References

1.1 The Parties agree that the BA technical references set forth in the Exhibit to this Attachment 14 (Technical Reference Schedule) provide the current technical specifications for the services offered by BA under this Agreement. BA reserves the right with reasonable notification to revise its technical references for any reason including, but not limited to, laws or regulations, conformity with updates and changes in standards promulgated by various agencies, utilization of advances in the state of technical arts, or the reflection of changes in the design of any facilities, equipment, techniques, or procedures described or referred to in the technical references. Notification of changes that are made to the underlying BA services will be made in conformance with the requirements of Section 251, Notice of Change, of the Act, and the FCC's Rules and Regulations. The Parties acknowledge that the general technical references set forth below contain certain generally accepted industry guidelines for particular interface and performance parameters for telecommunications equipment used by LECs in the United States. Such accepted technical references may be used by LECs to specify suitable equipment and facilities components for use in their respective networks, to assure interoperability between components that collectively comprise such networks, and to specify the interface characteristics and typical end-to-end performance of certain services.

1.2 The Parties acknowledge that they and their vendors and suppliers derive guidance from such technical references, and make reasonable efforts to conform to them. Requests for specific performance, functionality, or capabilities not applied in a Party's network should be handled using the BFR process set forth in Attachment 13.

1.3 If one or more of the technical requirements set forth in this Attachment 14 are in conflict, the Parties shall reasonably agree on which requirement shall apply.

1.4 Technical references are listed in the Exhibit to this Attachment 14 (Technical Reference Schedule).

EXHIBIT

TECHNICAL REFERENCE SCHEDULE

Bell Atlantic Technical References

- TR72565, Issue 1, 1996, Bell Atlantic Technical Reference - Basic Unbundled Loop Services - Technical Specifications.
- TR72570, Issue 1, 1996, Bell Atlantic Technical Reference - Analog Unbundled Loop Services with Customer Specified Signaling - Technical Specifications.
- TR72575, Issue 1, 1996, Bell Atlantic Technical Reference - Digital Unbundled Loop Services - Technical Specifications.
- TR72580, Issue 1, 1997, Bell Atlantic Technical Reference - Analog Unbundled Port Services - Technical Specifications.
- TR72585, Issue 1, 1997, Bell Atlantic Technical Reference - Digital Unbundled Port Services - Technical Specifications.
- BA905, Bell Atlantic Supplement Common Channel Signaling Network Interface Specification.

Local Loop

- ANSI/IEEE 743-1995, Standard Methods and Equipment for Measuring the Transmission Characteristics of Analog Voice Frequency Circuits.
- ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces.
- ANSI T1.401-1993, American National Standard for Telecommunications - Interface Between Carriers and Customer Installations - Analog Voicegrade Switched Access Lines Using Loop-Start and Ground-Start Signaling.
- ANSI T1.403-1995, Network to Customer Installation - DS1 Metallic Interface.
- ANSI T1.405-1996, Network-to-Customer Installation Interfaces - Direct-Inward-Dialing Analog Voice Grade Switched Access Using Loop Reverse-Battery Signaling.
- ANSI T1.601-1992, American National Standard for Telecommunications - ISDN - Basic Access Interface for Use on Metallic Loops for Application at the Network Side of NT, Layer 1 Specification.
- Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

Local Switching

- Bellcore FR-64-LATA, LATA Switching Systems Generic Requirements (LSSGR), 1996 Edition, Issue 1, January 1996.
- Bellcore TR-NWT-000008, Digital Interface Between the SLC@96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987; and Revision 1, September 1993; and Bulletin 1, October 1994.
- Bellcore GR-303-CORE, Integrated Digital Loop Carrier System Generic Requirements, Objectives, and Interface, Issue 1, September 1995; and Revision 2, December 1996.
- Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines, Issue 2, January 1991.

Tandem Switching and Operator Services

- Bellcore TR-TSY-000540, LSSGR: Tandem Supplement, Section 20, Issue 2, July 1987; and Revision 1, December 1988; and Revision 2, June 1990.
- Bellcore GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1, October 1995.
- Bellcore GR-1158-CORE, OSSGR Section 22.3: Line Information Database, Issue 2, October 1995.

SS7

- ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information.
- ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP).
- ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement.
- ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP).
- ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part.
- ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP).
- ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks.

- ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP).
- ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI).
- Bellcore GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1, December 1994; and Revision 1, December 1995; and Revision 2, December 1996.
- Bellcore GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
- Bellcore GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
- Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, December 1996.
- Bellcore GR-954-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Services, Issue 1, June 1994; and Revision 1, October 1995.
- Bellcore GR-1428-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Toll-Free Service, Issue 2, May 1995.
- Bellcore GR-1429-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994.
- Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), March 1994.
- Bellcore SR-TSV-002275, BOC Notes on the LEC Networks, Issue 2, April 1994.

AIN

- Bellcore GR-1280-CORE, Advanced Intelligent Network (AIN) Service Control Point (SCP) Generic Requirements, Issue 1, August 1993.
- Bellcore TR-NWT-001284, Advanced Intelligent Network (AIN) 0.1 Switching System Generic Requirements, Issue 1, August 1992, and Bulletin 1, March 1993.
- Bellcore GR-1298-CORE, AINGR: Switching System, Issue 3, July 1996, and Revision 1, November 1996.
- Bellcore GR-1299-CORE, AINGR: Switch Service Control Point (SCP) Adjunct Interface, Issue 3, July 1996, and revision 1, November 1996.

Bellcore GR-2863-CORE, CCS Network Interface Specification Supporting
Advanced Intelligent Network (AIN), Issue 2, December 1995.
Bellcore GR-2902-CORE, CCS Network Interface Specification (CCSNIS)
Supporting Toll-Free Service Using AIN, Issue 1, May 1995.

Dedicated and Shared Transport

- ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability.
- ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.
- ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching.
- ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings.
- ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces.
- ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement.
- ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures.
- ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection.
- ANSI T1.105.06-1996, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications.
- ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications.
- ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications).
- ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications.
- ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach).

- ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications.
- ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment.
- ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification.
- Bellcore GR-253-CORE, Synchronous Optical Network (SONET): Common Generic Criteria, Issue 2, December 1995.
- Bellcore GR-334-CORE, Switched Access Service: Transmission Parameter Limits and Interface Combinations, Issue 1, June 1994.
- Bellcore GR-342-CORE, High-Capacity Digital Special Access Service- Transmission Parameter Limits and Interface Combinations, Issue 1, December 1995.
- Bellcore GR-499-CORE, Transport Systems Generic Requirements (TSGR): Common Requirements, Issue 1, December 1995.
- Bellcore TR-NWT-000776, Network Interface Description for ISDN-1 Customer Access, Issue 2, February 1993.
- Bellcore GR-820-CORE, OTGR Section 5.1: Generic Transmission Surveillance, Issue 1, November 1994.

Network Interface Device

- Bellcore GR-49-CORE, Generic Requirements for Outdoor Telephone Network Interface Devices, Issue 1, December 1994.
- Bellcore TA-TSY-000120, Customer Premises or Network Ground Wire, Issue 1, March 1986.
- Bellcore TR-NWT-000239, Generic Requirements for Indoor Telephone Network Interfaces, Issue 2, December 1993.
- Bellcore TR-NWT-000937, Generic Requirements for Building Entrance Terminals, Issue 1, January 1993.

Collocation

- ANSI/NFPA-1996, National Electrical Code (NEC), [and any appropriate governing authority having jurisdiction].
- ANSI C2-1997, National Electrical Safety Code.
- Bellcore GR-63-CORE, Network Equipment-Building System (NEBS) Requirements: Physical Protection, Issue 1, October 1995.

- Bellcore TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1, May 1985.
- Bellcore TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, January 1992.
- Bellcore TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, July 1992.
- Bellcore TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, December 1991.
- Bellcore GR-1089-CORE, Electromagnetic Compatibility and Electrical Safety - Generic Criteria for Network Telecommunications Equipment, Issue 1, November 1996.
- Bellcore TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

TABLE OF CONTENTS

NETWORK INTERCONNECTION

- Section 1. Local Interconnection Trunk Arrangement
- Section 2. Compensation Mechanisms
- Section 3. Signaling
- Section 4. Network Servicing
- Section 5. Network Management
- Section 6. Busy Line Verification and Emergency Line Interrupt (Line
Status Verification/Verification with Call Interruption)
- Section 7. Usage Measurement
- Section 8. Responsibilities of the Parties

NETWORK INTERCONNECTION

Section 1. Local Interconnection Trunk Arrangement

1.1 The Parties shall terminate local exchange traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:

1.1.1 Initially, the Parties shall make available to each other two-way trunks, to be used one-way, for the reciprocal exchange of combined Local Traffic, non-equal access IntraLATA toll traffic, and local transit traffic to other ILECs. In future joint planning meetings, where mutually agreed, the Parties may combine these trunk groups on a single shared two-way trunk group.

1.1.2 BA shall make available to AT&T a two-way trunk group, to BA's appropriate access tandem(s), to be used two-way, for the exchange of equal-access traffic between AT&T and purchaser's of BA's switched exchange access service.

1.1.3 At AT&T's request, BA shall also provide a single trunk group provisioned to carry local, IntraLATA toll and InterLATA traffic, or separate trunk groups for IntraLATA (including local) and InterLATA traffic. At BA's request, AT&T shall also provide a single trunk group provisioned to carry local, IntraLATA toll and InterLATA traffic, or separate trunk groups for IntraLATA (including local) and InterLATA traffic.

1.1.4 Where single trunk groups are used for mixed or combined switched traffic, the Parties will comply with Section 7 of this Attachment to determine appropriate levels of compensation under this Agreement.

1.1.5 The Parties shall make available to each other trunks to connect the originating Party's switch to the appropriate E911 tandem of the other Party or to connect the originating Party's switch to the appropriate 911 PSAP.

1.1.6 The Parties shall make available to each other trunks to connect the originating Party's switch to the other Party's operator

service center for operator-assisted busy line verification/emergency line interrupt.

1.1.7 BA shall make available to AT&T trunks to connect AT&T's switch to BA's directory assistance center in instances where AT&T is purchasing BA's directory assistance service.

1.1.8 It is recognized by the Parties that there is no technical requirement to segregate local and toll traffic, provided that the classification of the traffic can reliably be identified by the Parties in accordance with the terms of Section 7 of this Attachment.

1.2 Interconnection Point

1.2.1 "Interconnection Point" or "IP" means the switching, wire center, or other similar network node at which each of BA and AT&T accept local interconnection traffic from the other Party. Depending on which carrier provisions the transport between their networks, or whether transport is jointly provisioned to a meet-point, the IP may also be the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between AT&T and BA for the local interconnection of their networks.

1.2.2 AT&T and BA shall each designate at least one reasonably located IP in each access tandem serving area in each of the LATAs in which AT&T originates Local Traffic and interconnects with BA. The BA IPs include any end office, for the delivery of traffic terminated to numbers served out of that end office, and any access tandem, for the delivery of traffic to numbers served out of any BA end office that subtends that access tandem. Unless otherwise mutually agreed, such as when the Parties support two-way traffic, AT&T will be responsible for engineering and maintaining its network on its side of the IPs and BA will be responsible for engineering and maintaining its network on its side of the IPs.

The Party delivering traffic to the other Party's IP may do so, at the delivering Party's option, by purchasing an entrance facility and transport (if applicable) to the IP, or (for delivery of traffic to BA IPs) by employing physical or virtual collocation, as applicable at the IP in question, or by combinations of the two, including combinations that employ the transport or collocation facilities of third Parties. In addition, if and when the Parties choose to interconnect at a fiber optic mid-span meet, AT&T and BA will mutually agree on the technical, operational and compensation issues associated with each specific mid-span meet implemented, and jointly provision the fiber

optic facilities that connect the two networks in accordance with such agreement.

1.2.2.1 AT&T may request specific additional, or different, points (and types) of interconnection, not included in this Agreement, through the Bona Fide Request process set forth in Attachment 13.

1.2.2.2 In response to a Party's request for any IP route, the other Party shall provide any information in its possession or control regarding the environmental conditions of those IPs whose location is within its possession or control. The Party controlling the IP route shall notify the requesting Party of any hazardous environmental conditions of the IP route, including the existence and condition of asbestos, lead paint, hazardous substance contamination, and the like. The Party controlling the IP route shall respond to any such request within ten (10) business days for manned sites and within no more than thirty (30) calendar days for unmanned sites.

1.2.2.3 The Party controlling an IP route shall allow the requesting Party to perform at reasonable hours, reasonable environmental site investigations, including, but not limited to, asbestos surveys, that the requesting Party deems to be necessary in support of its interconnection needs.

1.2.2.4 If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available within the space controlled by the Party controlling an IP, then such Party shall make such alternative route available for the requesting Party's consideration.

Section 2. Compensation Mechanisms

2.1 Interconnection Point (IP)

2.1.1 Each (originating) Party is responsible for bringing its traffic to the IP(s) on the terminating Party's network that the originating Party has selected for the termination of the originating Party's traffic.

2.2 Compensation for Local Traffic Transport and Termination

2.2.1 The IP determines the point at which the originating carrier shall pay the terminating carrier for the completion of local

telecommunications traffic. The following compensation elements shall apply:

2.2.1.1 "Transport", which includes the transmission and any necessary tandem switching of local telecommunications traffic from the IP between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

2.2.1.2 "Termination", which includes the switching of local telecommunications traffic at the terminating carrier's end office switch.

2.3 When an AT&T customer places a call to BA's customer, AT&T will hand off that call to BA at the IP on BA's network. Conversely, when BA hands over Local Traffic to AT&T for AT&T to transport and terminate, BA must use an IP on AT&T's network.

2.4 Either Party may designate as its means of delivering traffic to the other Party's IPs any technically feasible methods, including but not limited to, any electronic or manual cross-connect points, collocations, entrance facilities or mid-span meets. The transport and termination charges for local telecommunications traffic delivered to an IP shall be as follows:

2.4.1 When local calls from AT&T are terminating on BA's network through the BA access tandem IP, AT&T will pay BA transport charges from the AT&T network to the tandem for dedicated transport. Alternatively, AT&T may choose to collocate at the BA access tandem and pay applicable collocation and cross-connect charges. AT&T may also choose to purchase BA dedicated transport from AT&T's network to a collocation site established by AT&T or a third party at the BA access tandem IP. AT&T shall also pay a charge for the tandem termination rate. The tandem termination rate includes tandem switching, common transport to the end office, and end office termination, and will be charged at the rate set forth in Attachment 1.

2.4.2 When local calls from BA are terminating on AT&T's network through the AT&T switch IP, BA shall pay AT&T transport charges from the BA network to the AT&T switch for dedicated transport. This transport charge shall not exceed BA's equivalent charge for an entrance facility. Alternatively, at such time as AT&T allows or is required to allow other carriers to collocate at its switching facility, BA may choose to collocate at the AT&T switch and pay applicable collocation and cross-connect charges. BA may also choose to purchase AT&T dedicated transport from BA's network to any such collocation site established by BA or a third Party at the AT&T switch

IP. BA shall also pay a charge symmetrical to its own charges to AT&T for tandem switching, tandem to end office transport, and end office termination.

2.4.3 Either Party may choose to establish direct trunking to any given end office of the other Party to terminate calls to end users served by that particular end office switch. If AT&T leases trunks from BA, it shall pay charges for dedicated transport. For calls terminating from AT&T to subscribers served by these directly-trunked end offices, AT&T shall also pay for local call termination at the end office termination rate. For BA traffic terminating to AT&T over the direct end office trunking, compensation payable by BA shall be the same as that detailed in Section 2.4.2 of this Attachment 15.

2.4.4 Nothing in this section shall preclude the adoption of a bill and keep compensation arrangement if lawfully ordered by the Commission.

Section 3. Signaling

3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling as defined in Bellcore documents GR-905-CORE, Issue 1, March 1995, Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling, Bellcore Generic Requirements GR-317, Issue 1, February 1994 and GR-394, Issue 1, February 1994, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

3.2 The Parties will provide CCS to each other in conjunction with all trunk groups supporting IntraLATA, local, transit, and toll traffic. CCS will not be provided in conjunction with trunk groups supporting Operator Services (Call Completion and Directory Assistance), 911, or where CCS has not been deployed by the originating carrier. The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. For terminating FGD, BA will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by either Party wherever such information is needed for call routing or billing. Subject to Attachment 14 of this

Agreement, the Parties will support OBF adopted guidelines pertaining to TNS and CIC/OZZ codes.

3.3 Refer to Section 12 of Attachment 2 of this Agreement for detailed terms of SS7 Network Interconnection.

3.4 Standard interconnection facilities shall be Extended Super Frame ("ESF") with B8ZS line code. Where ESF/B8ZS is not available, both Parties will agree to use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. For specific arrangements not deployed as ESF/B8ZS, BA will provide anticipated dates of ESF/B8ZS availability for these facilities.

3.4.1 Where AT&T is unwilling to utilize an alternate interconnection protocol, AT&T will provide BA with a request for 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities. Upon receipt of this request, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC local interconnection trunk groups, and the associated B8ZS ESF facilities, for the sole purpose of transmitting 64K CCC data calls between AT&T and BA. If AT&T accepts BA's proposal in response to the request, where additional equipment or network rearrangements are required, such equipment and rearrangements will be obtained, engineered, installed, and performed on the same basis and with the same intervals as any similar customer specific special construction jobs for IXCs, CLECs, or BA internal subscriber demand for 64K CCC trunks. Such equipment and rearrangements will be charged at mutually acceptable and negotiated rates, which may include applicable special construction charges. Should the foregoing process be inadequate, AT&T may invoke the Bona Fide Request process set forth in Attachment 13 of this Agreement. Where technically feasible and mutually agreed, these trunks will be established as two-way.

Section 4. Network Servicing

4.1 Trunk Forecasting

4.1.1 The Parties shall work toward the development of their forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany

forecast information must be provided by AT&T to BA on a quarterly basis. The forecasts shall be treated as Confidential Information, pursuant to Section 11 of this Agreement, and shall include:

4.1.1.1 Yearly forecasted trunk quantities to each of BA's end offices and access tandem(s) affected by the exchange of traffic (which include measurements that reflect actual tandem and end office local interconnection and meet point trunks and tandem-subtending local interconnection end office equivalent trunk requirements for no more than two years (current plus one year)) by traffic type (local/toll, operator services, 911, etc.), Access Carrier Terminal Location (ACTL), interface type (e.g., DS1), and trunks in service each year (cumulative);

4.1.1.2 The use of A location/Z location Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

4.1.1.3 Description of major network projects that affect the other Party. 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.

4.1.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

4.1.2.1 Because each Party's trunking requirements will, at least during an initial period, be dependent on the subscriber segments to whom AT&T decides to market its services, BA will be largely dependent on AT&T to provide accurate trunk forecasts for both inbound (from BA) and outbound (from AT&T) traffic. BA will, as an initial matter, and upon receipt of a forecast from AT&T, order a sufficient number of trunks from AT&T for Local Traffic and IntraLATA toll, to AT&T from BA, to handle the traffic forecast. Upon the establishment of any new set of trunks for traffic, each Party will monitor traffic for up to ninety (90) days, and will, as necessary, either augment trunks or disconnect trunks, based on the application of reasonable engineering criteria to the actual traffic volume experienced. If, after such 90-day period, either Party has determined that the trunks are not warranted by actual traffic volumes, then, it shall inform the other in writing. Thereafter, within ten (10) business

days of receipt of the written notice, the Party receiving notice shall inform the other Party of whether it desires to keep in operation any unused trunk. Each Party may hold the other financially responsible for such trunks, installed at the insistence/request of the other Party, retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria.

4.1.3 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

4.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks in accordance with the standards set forth in Section 1 of this Attachment 15. Trunking will be at the DS-0 level, DS-1 level, or higher, as mutually agreed in accordance with the standards set forth in Section 1 of this attachment. Initial trunking will be established between the AT&T switching centers and BA's access tandem(s). The Parties may use direct end office trunking for their traffic when deemed appropriate. Requests for direct end office trunking will not be unreasonably denied.

4.2 Grade Of Service

A blocking standard of one percent (.01) during the average busy hour, as defined by each Party's standards, for final trunk groups between AT&T and BA shall be maintained.

4.3 Trunk Servicing

4.3.1 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 form eventually adopted to replace the ASR for local service ordering.

4.3.2 As discussed in this Agreement, both Parties will manage the capacity of their local interconnection trunk groups. BA will issue an ASR to AT&T to trigger changes BA desires to the BA Local interconnection trunk groups based on BA's capacity assessment. AT&T will issue an ASR to BA to trigger changes AT&T desires to the AT&T local interconnection trunk groups based on AT&T's capacity assessment.

4.3.3 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, BA will expedite installation, upon AT&T's request.

4.3.4 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BA and AT&T work groups, including, but not limited to, the initial establishment of local interconnection or meet point trunk groups and service in an area, facility grooming, or network rearrangements.

4.3.5 AT&T and BA agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and BA agree to exchange an up-to-date list promptly following changes in personnel or information.

Section 5. Network Management

5.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. AT&T and BA will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 Mass Calling

AT&T and BA shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to

generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

Section 6. Line Status Verification And Verification With Call Interruption

6.1 Each Party shall offer LSV and VCI services to enable its Customers to verify and/or interrupt calls of the receiving Party's Customers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.

6.2 The receiving Party operator shall only verify the status of the line (LSV) or interrupt the line (VCI) to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the Customer initiating the LSV/VCI request. The receiving Party operator will only make one LSV/VCI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

6.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/VCI traffic between the Parties' networks.

6.4 Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/IntraLATA/InterLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its operator services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the operator services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party.

6.5 Compensation: Each Party shall charge the other Party for LSV and VCI at rates specified in Attachment 1.

Section 7. Usage Measurement

7.1 Each Party shall calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party.

7.2 Measurement of minutes of use over local interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual local interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

7.3 For billing purposes and to the extent technically feasible, each Party shall pass calling party number ("CPN") information on each call carried over the traffic exchange trunks at such time as the originating switch is equipped for SS7 and from all switches no later than December 31, 1998. If it is not technically feasible for a Party to pass CPN on each call carried over the traffic exchange trunks, such Party shall pass other number information that is associated with the same Rate Center as the CPN for the call. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate exchange access rates, intrastate/interstate transit traffic rates, or interstate exchange access rates applicable to each minute of traffic for which CPN is passed, as provided in Attachment 1 and applicable tariffs.

7.4 If, under the circumstances set forth in Section 7.3, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate exchange access rates, intrastate/interstate transit traffic rates, or interstate exchange access rates applicable to each minute of traffic, as provided in Attachment 1 and applicable tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic termination rates, intrastate exchange access rates, intrastate/interstate transit traffic rates, or interstate exchange access rates applicable to each minute of traffic, as provided in Attachment 1 and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN.

7.5 If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, and the originating Party desires to combine local and toll traffic on the same trunk group, it will supply an auditable Percent Local Usage ("PLU") report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also chooses to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Use ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing

PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period.

Section 8. Responsibilities Of The Parties

8.1 BA and AT&T agree to treat each other fairly and nondiscriminatorily for all items included in this Agreement, or related to the support of items included in this Agreement.

8.2 AT&T and BA agree to exchange such reports and/or data as provided in Section 7 of this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Section 7 of this Attachment 15. Such audits may be requested within six months of having received the PLU factor and usage reports from the other Party.

8.3 AT&T and BA will review engineering requirements on a quarterly basis and establish forecasts for trunk and facilities utilization provided under this Agreement. BA and AT&T will work together to begin providing these forecasts within 30 days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either BA or AT&T.

8.4 Unless otherwise mutually agreed for specific facility arrangements, BA shall be solely responsible for control office functions for local interconnection trunks and trunk groups that BA orders from AT&T. In addition, BA shall be solely responsible for the overall coordination, installation, and maintenance responsibilities for the trunks and trunk groups that AT&T orders from BA. The Parties shall agree upon the assignment of control office, coordination, installation, and maintenance responsibilities for shared interconnection trunks and for mid-span meet trunks at such time as the Parties agree to install each such facility.

8.5 AT&T and BA shall:

8.5.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

8.5.2 Notify each other when there is any change affecting the service requested, including the due date.

8.5.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

8.5.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

8.5.5 Advise each other's control office if there is an equipment failure which may affect the interconnection trunks.

8.5.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week. Any changes to this contact arrangement must be immediately provided to the other Party.

8.5.7 Provide to each other test-line numbers to enable testing of interconnection trunks.

8.5.8 Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

ell Atlantic's technician,
 _____, **was here**
on behalf of your local service provider:

I AT&T Communications of VA

Contact No. (800) XXX-XXXX

I MCI Metro of VA

Contact No. (800) XXX-XXXX

I Sprint Telecommunications of VA

Contact No. (800) XXX-XXXX

I US Network of VA

Contact No. (800) XXX-XXXX

I Other: _____

Contact No. _____

ate: _____

ime: _____

I All work was completed and your service is now working.

I All work is not yet complete:

- We need access to your property to complete repair/installation work. Please call your local service provider and reschedule an appointment.
- We have checked your service to the entry of your home/business and cannot find any fault or trouble. Please check your phones, wire and equipment for proper operation. (see reverse side of card for instructions)
- We were able to determine that the trouble is the wire or equipment which belongs to you. We apologize we cannot make these repairs. Please check your wiring and equipment (see reverse side) or call your local service provider for additional instructions.
- To provide you with service we needed to place a temporary line on the ground. Permanent repairs will be completed in the near future and access to the home/business

Who is Responsible for Repairs?

You are responsible for the telephones and wiring inside your home/business. You may make repairs yourself or have someone else make the repairs.

Your local service provider is responsible for arranging repair of the outside wiring and has contracted with Bell Atlantic to make some or all of these repairs.

Diagnosing a Problem

Check all of your telephones and equipment to see if they work.

If any telephone works, the trouble is more than likely the inside wire, jack, or in your other telephone/s.

If no telephone works, then you need to plug a working telephone into the Network Interface Device (NID). Some businesses and residence customers have a box installed just inside or outside the place where the telephone wires come into their homes or offices.

Inside that box is the NID, which looks like a telephone jack.

The NID separates the telephone company's wiring from yours. By plugging a working telephone into the NID, you can find out where the trouble is.

If the telephone works properly, the problem is in the inside wire, the jacks or in your other telephones or equipment.

will not be necessary.

- We were unable to complete your repair/order today due to lack of facilities or equipment. Every effort will be made to resolve this problem as soon as possible. In the event you have questions or need assistance, please call your local service provider.

Remarks: _____

If the telephone doesn't work, your local service provider is responsible for the problem. In this case, your local service provider should be contacted.

This test could save you the cost of a service call by preventing unnecessary dispatches of service technicians.

After checking your telephone and wire, if you still have questions, call your local service provider for additional assistance.

**DIRECTORY ASSISTANCE AND INTRALATA
CALL COMPLETION SERVICES AGREEMENT**

THIS AGREEMENT is made, effective this ____ day of _____ 19____, by and between **Bell Atlantic - _____, Inc.**, (hereinafter referred to as “Bell Atlantic”), a _____ corporation, with offices at _____, and _____, hereinafter referred to as “Carrier”, a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the use of and payment for Directory Assistance (DA) Service and IntraLATA Call Completion Service (hereinafter collectively referred to as “Services”) to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for Carrier’s local exchange customers in the _____ LATA(s).

1.2 Term The initial term of this Agreement shall commence as of 12:01 a.m. on the date first written above and will expire six (6) months following the Cutover Date as defined in Section 3.2. At the end of this initial term, or any subsequent renewal term, this Agreement shall automatically renew for an additional period of six (6) months unless either party provides written notice to the other of its intent to terminate at least three (3) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of 1) directory transport by Bell Atlantic from the point of Bell Atlantic’s interconnection with Carrier’s trunks to Bell Atlantic’s designated DA locations, and 2) the provision of telephone number listings by Bell Atlantic operators in response to calls from Carrier’s local exchange customers located in the LATA(s) designated in Section 1.1.

b) A maximum of two requests for telephone numbers will be accepted per DA call. A “DA call” as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The listings that will be available to Carrier’s customers are those telephone numbers that are listed in Bell Atlantic’s DA records for the LATA(s) designated in Section 1.1.

2.2 IntraLATA Call Completion Service IntraLATA Call Completion Service consists of the live and automated local and toll call completion services specified in Appendix B, including the completion of collect, card and bill-to-third party calls; busy line verification; customer requested interrupt; and other assistance to Carrier's local exchange customers located in the LATA(s) designated in Section 1.1.

2.3 Branding Branding is a service option that permits the Carrier to deliver a customized front-end announcement to its callers, identifying the Carrier as the customer service provider. Carrier shall provide the information required by Bell Atlantic to create this announcement. Branding also requires that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or operator switch locations.

2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMR records for use in the billing of Carrier's end users for call completion services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation.

2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C will be furnished by Carrier at least sixty (60) days, or such other period of time as the Parties may agree, prior to the commencement of Services (i.e., the Cutover Date described in Section 3.2.) Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

3.2 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) shall be available to all of Carrier's local exchange customers in the LATA(s) designated in Section 1.1. The initial six-month term set forth in Section 1.2 shall commence on the Cutover Date.

3.3 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such access equipment and related facilities as may be necessary to perform the Services under this Agreement, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C, and any changes in such information, in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport and Switched Access Connection

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, and signaling arrangements required by Bell Atlantic to provide Services to Carrier. Separate dedicated trunks for each NPA or LATA may be required. Any trunks or other transport and access that Carrier obtains from Bell Atlantic to deliver Carrier's calls to Bell Atlantic shall be provided pursuant to the applicable tariffs or other contractual arrangements, and not under this Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under such tariffs or other contractual arrangements.

b) Carrier shall specify the number of trunks required for Services. Carrier must provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in a designated location.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A, subject to such obligations as

Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved the rates under which Bell Atlantic is required to provide Services to competitive local exchange carriers (hereinafter referred to as "CLEC rates"), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate of fifteen (15) percent per annum, compounded monthly.

5.3 Billing Disagreements

a) Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. To dispute an invoice, Carrier must provide Bell Atlantic with a written explanation of the questioned charges for consideration within thirty (30) days of receipt of the invoice. Bell Atlantic will respond to Carrier's claim within thirty (30) days of receipt of the explanation.

b) The parties agree to negotiate any dispute in good faith to reach a satisfactory resolution of the dispute no later than ninety (90) days after Carrier's receipt of the invoice. Carrier shall have no obligation to pay interest on a disputed amount while a resolution is being negotiated during this period. In the event that the dispute is not resolved at the account manager level within forty five (45) days after receipt of Carrier's claim, the parties agree to submit the dispute to an Intercompany Review Board for resolution. The Intercompany Review Board shall consist of two representatives from each party who are authorized to resolve the dispute on behalf of their respective companies. The Intercompany Review Board shall conduct a joint conference to review the parties' respective positions and to resolve the dispute.

c) Upon the resolution of the dispute, an appropriate adjustment of billing shall be made by Bell Atlantic. Bell Atlantic shall apply any reductions in the invoiced amount as a credit. Carrier shall promptly pay any amounts the parties agree are due with interest thereon under Section 5.2 retroactive to the date of the original invoice. If no resolution is reached within the specified 90-day period, either party may pursue such other remedies and recourse as are otherwise available under law or this Agreement.

5.4 Taxes The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's customers.

6. DEFAULTS AND REMEDIES

6.1 Defaults If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.

6.2 Carrier Remedies In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall pay Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.

6.3 Discontinuance by Carrier In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to perform as specified in Section 6.1, Carrier shall pay Bell Atlantic an amount equal to the average monthly charges for the six-month period immediately preceding the discontinuance multiplied by the number of months remaining in the then-current term. If Services have been provided for a period of less than six months, Carrier shall pay the charges for the month with the highest usage multiplied by the number of months remaining in the then-current six-month term. If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the greater of the following: (i) all reasonable and necessary costs already incurred by Bell Atlantic in preparation for the commencement of services, or (ii) the sum of fifty thousand dollars (\$50,000).

6.4 Other Remedies **THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.**

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, b) has been or is subsequently made public by the disclosing party, or c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

7.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as "Proprietary" and/or "Confidential" and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

8.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic's employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

9. GENERAL CONDITIONS

9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party

9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the state in which the LATA(s) designated in Section 1.1 is/are located.

9.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

9.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

9.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

9.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, confirmed facsimile, or nationally recognized courier service:

For Bell Atlantic: _____

For Carrier: _____

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, facsimile or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

9.7 Publicity Neither Party shall use the name of the other Party in connection with this Agreement in a written press release or written press statement except as permitted by Applicable Law.

9.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.

9.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

9.11 Duplicate Originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

9.12 Entire Agreement The terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

FOR BELL ATLANTIC -
_____, INC.

FOR CARRIER

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX A**CARRIER SERVICE SELECTION FORM FOR SERVICE IN VIRGINIA**

(Please select desired services.)

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance (ADAS)	6 months	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directory Assistance Front-End Branding	6 months	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>

Directory Transport charges are as follows. (Call miles are measured from the BA Wire Center serving Carrier's premises to the DA location.)

Rate Per DA Call

Tandem-Switched Transport

Fixed \$

Per mile \$

Tandem Switching \$

Note: Trunking, usage file, and switched access costs are not included in the above rates.

APPENDIX B**INTRALATA CALL COMPLETION OPERATOR SERVICES CALL TYPES**

IntraLATA Call Completion Operator Services may include the following:

- a. Calling Card
 - (i) *Live*: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.
 - (ii) *Automated*: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.
- b. Collect
 - (i) *Live*: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.
 - (ii) *Automated*: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.
- c. Billed To A Third Party
 - (i) *Live*: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.
 - (ii) *Automated*: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.
- d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.
- e. Coin Sent Paid

Bell Atlantic operator keys the call details if necessary, requests the initial deposit, and upon deposit, releases the call to the network.

- f. Miscellaneous Call Assistance (Live)
- (i) 0- Calls: Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.
 - (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a caller who is unwilling to dial directly or is encountering trouble (such as wrong number, poor transmission, or cutoff), and who requests a credit or reconnection.
 - (iii) Time and Charges: Bell Atlantic operator provides caller with time and charges at the end of conversation, if requested.
 - (iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.
- g. Busy-Line Verification
Bell Atlantic operator determines if the number specified by the customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.
- h. Customer-Requested Interrupt
At the caller's request, Bell Atlantic operator interrupts conversation in progress on a line that is in use, as verified through Busy-Line Verification.
- i. Operator Number Identification (ONI) Requests
Bell Atlantic operator requests the calling telephone number, keys the number into the system for identification, and releases the call for processing.
- j. Time of Day
Bell Atlantic operator provides the customer with the approximate time of day for companies that have approved tariffs. For those companies without approved tariffs, customers are referred to directory assistance. If the request is in connection with a call, the operator provides the approximate time.
- k. Automated Coin Toll Service (ACTS)
Bell Atlantic will provide automated messages for intraLATA toll calls that originate from coin phones. The messages will prompt callers for the correct change and record the change upon deposit. If a caller fails to deposit the correct amount within the time threshold (set by Bell Atlantic), the call will default to a live operator.
- l. Validation Services
Bell Atlantic will launch queries for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The validation

costs for queries of LIDB are separate from the individual call rates, as listed in Appendix E. Bell Atlantic will also launch queries for validations to another company's LIDB if that company has a card honoring agreement with Bell Atlantic.

APPENDIX C

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMR records
12. Desired branding announcement (if applicable)
13. Carrier's estimated start date of Services
14. Access Service Requests (ASRs) for trunking and translations

Note: ASRs are not to be submitted by Carrier until Carrier and Bell Atlantic have reviewed the other required information.

LICENSE AGREEMENT NUMBER

DATED

BETWEEN

(LICENSOR)

AND

(LICENSEE)

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Definitions	
II	Scope of Agreement	
III	Fees and Charges	
IV	Advance Payments	
V	Specification	
VI	Legal Requirements	
VII	Issuance of Licenses	
VIII	Make-Ready Work	
IX	Construction, Maintenance and Removal of Communications Facilities	
X	Termination of Licenses	
XI	Inspection of Licensee's Communications Facilities	
XII	Unauthorized Attachment, Utilization, or Occupancy	
XIII	Security Interest	
XIV	Liability and Damages	
XV	Insurance	
XVI	Authorization Not Exclusive	
XVII	Assignment of Rights	
XVIII	Failure to Enforce	
XIX	Termination of Agreement	
XX	Term of Agreement	
XXI	Notices	
XXII	Supersedure of Previous Agreement(s)	

APPENDICES

LICENSE AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 19____, between _____ a corporation organized and existing under the laws of the _____ of _____, having its principal office in the city of _____, hereinafter called Licensor, and _____, a corporation (partnership, or other legal entity) organized and existing under the laws of the _____ of _____, having its principal office in the city of _____, hereinafter called Licensee;

WITNESSETH:

WHEREAS, Licensee proposes to furnish communication services in
; and

WHEREAS, Licensee desires to place and maintain aerial and underground communications facilities within the area described above and desires to place such communications facilities on poles, and in the conduits or rights of way of Licensor; and

WHEREAS, Licensor is willing to permit the placement of said communications facilities on or within Licensor's structures or property in a nondiscriminatory manner on the terms and conditions set forth herein;

WHEREAS, the Telecommunications Act of 1996 provides that Licensee may have access to the poles, ducts, conduits and rights of way owned or controlled by Licensor for the placement of Licensee's communications facilities in accordance with Section 224 thereof;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and related Appendices, the following terms shall have the following meanings:

1.1 Anchor

An assembly (rod and fixed object or plate owned solely or in part by the Licensor), designed to resist the pull of a guy strand.

1.2 Conduit

A tube structure owned solely or in part by Licensor containing one or more ducts or innerducts used to house communication cables, with respect to which Licensor has the right to authorize the occupancy of Licensee's communications facilities.

1.3 Conduit Occupancy

Occupancy of a conduit system by any item of Licensee's communications facilities.

1.4 Conduit Section

Conduit between two adjacent manholes or between a manhole and an adjacent pole or other structure.

1.5 Conduit System

Any combination of ducts, innerducts, conduits, manholes, handholes, and central office vaults joined to form an integrated whole.

1.6 Duct/Innerduct

A raceway for communication facilities contained in a conduit.

1.7 Guy Strand

A metal cable attached to a pole and anchor (or another structure) for the purpose of increasing pole stability.

1.8 Joint Owner

A person, firm, corporation or other legal entity sharing ownership of a pole and/or anchor with Licensor.

1.9 Licensee's Communications Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the Licensee in providing communication services, which are attached to a pole, or occupy a conduit or right of way.

1.10 Manhole

A subsurface enclosure used for the purpose of installing, operating and maintaining communications facilities.

1.11 Make-Ready Work

All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole, or other changes required to accommodate the Licensee's communications facilities on a pole, or in a conduit or right of way.

1.12 Pole

A pole owned solely or in part by Licensor with respect to which Licensor has the right to authorize the attachment of Licensee-s communications facilities.

1.13 Pole Attachment

Any item of Licensee's communications facilities affixed to a pole.

1.13.1 Horizontal attachment is for a single pole attachment associated with pole to pole construction.

1.13.2 Vertical attachment is for single pole construction where Licensee-s facilities are affixed along the vertical axis of the pole.

1.14 Prelicense Survey

All work, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate Licensee's communications facilities on a pole, right of way or in conduit.

1.15 Right of Way

A right possessed by Licensor to use or pass over or under the land of another, with respect to which Licensor has the right to authorize the usage or passage of Licensee-s communications facilities over or through such land. A right of way may run under, on or above public or private property (including the air space above such property).

1.16 Suspension Strand

A metal cable or wire attached to a structure and used to support communication facilities; also known as messenger strand.

SCOPE OF AGREEMENT

- 2.1 Subject to the provisions of this Agreement, for license applications granted by Licensor in accordance with Article VII below, Licensor hereby grants to Licensee, for any lawful communications purpose, a nonexclusive license authorizing the attachment of Licensee's communications facilities to poles, or the placement of Licensee's communications facilities in Licensor's conduits or rights of way, as specified in the pertinent application.
- 2.2 No use, however extended, of poles, conduits or rights of way, or payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or any other ownership of property rights of any nature in such poles, conduits or rights of way. Licensee's rights herein shall be and remain a mere license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at locations of such poles, rights of way or conduits.
- 2.3 Nothing contained in this Agreement shall limit Licensor's right to locate and maintain its poles, conduits and rights of way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the AAct@) and any other applicable law or regulation (collectively, the ALaw@).
- 2.4 Licensor shall grant Licensee nondiscriminatory access to its poles, ducts, conduits and rights of way on the same terms and conditions applicable to itself, except as may be otherwise permitted under applicable Law. This obligation extends to ducts, conduits and other rights of way Licensor owns or is authorized to grant access to. In cases where Licensor does not have the right to authorize such access Licensor shall reasonably cooperate with Licensee in obtaining such access, subject to Licensor's right to provide a reasonable technical evaluation of the requirements for such access to the owner or other authorized party. Upon reasonable request by Licensee, Licensor will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given right of way.
- 2.5 Licensor and Licensee may negotiate separately regarding Licensee's access to other rights of way, entrance facilities and telecommunication facilities owned or controlled by Licensor.

ARTICLE III

FEEES AND CHARGES

- 3.1 Licensee is responsible for all fees and charges applicable in connection with the attachment of its communications facilities to a pole, or occupancy of a conduit or right of way, as specified in Appendix I attached hereto and made a part of this Agreement.
- 3.2 Nonpayment of any amount due under this Agreement shall constitute a default by Licensee of this Agreement. Late payments shall be subject to fees as prescribed in Appendix I.
- 3.3 Licensor, after a failure by Licensee to make payment as required hereunder or as a condition to attachment upon Licensor's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder, may require a bond in a form satisfactory to Licensor or other satisfactory evidence of financial security in such amount as Licensor from time to time may reasonably require to guarantee the performance of all Licensee obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of the Licensee hereunder; and if Licensee furnishes a deposit of money pursuant to this section, such deposit may be held during the continuance of this Agreement at the option of the Licensor as security for any and all amounts which are or may become due to the Licensor under the Agreement.
- 3.4 On an annual basis, changes in the amount of the fees and charges specified in Appendix I may be made by Licensor upon at least 60 days prior written notice to Licensee in the form of a revised Appendix I, and Licensee agrees to pay such changed fees and charges provided that they are in accordance with applicable Law. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in fees and charges is not acceptable to Licensee, by giving Licensor written notice of its election to terminate this Agreement at least 30 days prior to the end of such notice period.

ARTICLE IV

- 4.1 In the event Licensee's credit rating indicates that Licensee is delinquent on its obligations, Licensee shall be required to make an advance payment to the Licensor prior to:
- 1) any undertaking by Licensor of a prelicense survey or the administrative processing of such a survey in an amount sufficient to cover the estimated charges for completing the specific work operation required, and
 - 2) performance by Licensor of any make-ready work required in an amount sufficient to cover the estimated charges for completing the required make-ready work.

- 4.2 The amount of the advance payment required (Appendix II, Form A-1, B-1 and B-4) will be credited against the payment due the Licensor for performing the prelicense survey and/or make-ready work.
- 4.3 Where the advance payment is less than the charge by the Licensor for such work, Licensee agrees to pay Licensor within 30 days of receipt of the bill all sums due in excess of the amount of the advance deposit.
- 4.4 Where the advance payment exceeds the charge by the Licensor for such work, Licensor shall refund the difference to Licensee.

ARTICLE V

SPECIFICATIONS

- 5.1 Licensee's communications facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC) (all of which are incorporated by reference in this Agreement), the rules and regulations of the Occupational Safety and Health Act (OSHA) and regulations or directives of a governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- 5.2 Licensee shall correct all safety violations within ten (10) days from receipt of written notice from Licensor. Licensee shall correct all other non-standard conditions within thirty (30) days from receipt or written notice from Licensor. If Licensee does not correct any violation within the aforementioned time limits, Licensor may at its option correct said conditions at Licensee's sole expense and risk.
- 5.3 Notwithstanding Paragraph 5.2 of this Article, when conditions created by Licensee's communications facilities pose an immediate threat to the safety of Licensor's employees or the public, interfere with the performance of Licensor's service obligations, or pose an immediate threat to the physical integrity of Licensor's facilities or structures, Licensor may perform such work and/or take such action as it deems necessary using reasonable care without first giving written notice to Licensee. As soon as practical thereafter, Licensor will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. Licensee shall pay Licensor for all reasonable costs incurred by Licensor in performing such work.
- 5.4 The failure of Licensor to notify Licensee of violations or to correct violations pursuant to Paragraph 5.2 or 5.3 of this Article shall not relieve Licensee of its responsibility to place and maintain its facilities in a safe manner and condition in

accordance with the terms of this Agreement, and shall not relieve Licensee of any liability imposed by this Agreement.

- 5.5 Licensors and Licensee shall each provide a single point of contact for negotiating license agreements and access to information needed to prepare a license application.
- 5.6 Licensors and Licensee agree to resolve disputes arising under this License Agreement in the same manner as agreed to in the Interconnection Agreement between them regarding Licensee's provision of local telecommunications service. If no specific Interconnection Agreement is in place between Licensors and Licensee, dispute resolution provisions currently approved by the state regulatory authority shall be applicable.

ARTICLE VI

LEGAL REQUIREMENTS

- 6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its communication facilities on public and/or private property before it attaches its communication facilities to poles, or occupies conduit or rights of way, located on such public and/or private property. Evidence of Licensee's having obtained lawful authority to so construct and maintain facilities shall be submitted forthwith upon demand.
- 6.2 No license granted under this Agreement shall extend to any pole, conduits or rights of way where the attachment or placement of Licensee's communication facilities would result in a forfeiture of rights of Licensors or its existing licensees to occupy the property on which such poles, conduits or rights of way are located. If the existence of Licensee's communication facilities on a pole, or in a right of way or conduit, would cause a forfeiture of the right of Licensors its existing licensees to occupy such property, Licensee agrees to remove its communication facilities forthwith upon receipt of written notification from the Licensors. In such case, and provided Licensee's facilities were placed in space authorized by Licensors, Licensors shall reimburse Licensee for the full costs of the prelicense survey and make ready charges (if any, or if shared and paid by Licensee, those charges solely attributable to Licensee's facilities) paid by Licensee to Licensors, plus the costs of removing Licensee's communications facilities. If said communication facilities are not so removed, Licensors may perform or have performed such removal after the expiration of 60 days from the receipt of said written notification. However, in a case where all parties, including Licensors, must remove all communications facilities from the property, Licensee shall remove its communications facilities without reimbursement by Licensors.

ARTICLE VII

ISSUANCE OF LICENSES

- 7.1 Before Licensee shall attach to any pole, or occupy any portion of a conduit or right of way, Licensee shall make written application for and have received written license from the Licensor utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3. Licensor shall follow the same process in attaching to, or occupying, such poles, conduits or rights of way.
- 7.2 Licensor shall process all completed license applications, including the performance of a pre-license survey, on a first-come, first-serve basis (including all license applications pertaining to itself) in accordance with the provisions of Articles 7 and 8. Licensor shall make all access determinations in accordance with the requirements of applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted or denied (including the reasons for denial) within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. The parties agree to consider reasonable and prudent ways to expand rights of way at the lowest cost.
- 7.3 In order to facilitate Licensee's completion of an application, Licensor shall use commercially reasonable efforts to within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide Licensee with access to such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. Licensor shall also make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it under this Section 7.3 within five (5) business days following receipt of such request for meeting or inquiry from Licensee.
- 7.4 License applications received by Licensor from two or more applicants for the same pole, conduit section or right of way will be processed by Licensor according to the order in which the applications are received by Licensor. If any additional applicants file an application at least thirty (30) days prior to the commencement of the initial applicant's make-ready work, Licensor shall use commercially reasonable efforts to, within 20 days of receipt of the additional application, notify both

applicants of the following: 1) that a previous application had been received for some or all of the same structures or property; 2) the name and address of the other applicant; and 3) that the applicants may wish to share make ready costs between them. The responsibility for arranging for the sharing of make ready costs shall be on the applicants, while the responsibility for transmitting to Licensor any make ready changes resulting from the additional applicant shall be on the initial applicant. Licensor shall bill the initial and additional applicant for the cost of all shared make-ready work, prorated among the initial and additional applicants consistent with the provisions of 47 U.S.C. ' 224(h), pursuant to executed Form A-4, Appendix II.

- 7.5 If within twelve (12) months from the date a license is granted by Licensor, Licensee shall not at a minimum have initiated material construction or similar activity related to its attachment or occupation, Licensee's license for the applicable poles, conduit or rights of way shall automatically terminate and Licensee shall remove any communications facilities installed as of such date in accordance with the provisions of Section 9.10. Licensee and any other attacher or occupier (including Licensor) shall be liable for attachment or occupancy charges commencing the date of the license grant if no make ready work is required, or the date that the make ready work is completed.
- 7.6 Where Licensor has available ducts or inner ducts, Licensor shall make available ducts or inner ducts to Licensee for Licensee's use in accordance with applicable Law. No more than one full-sized duct (or one full-sized and one inner duct if both copper and fiber cable are used in the conduit) shall be assigned as an emergency duct in each conduit section. If Licensor or any other service provider, including Licensee, utilizes the last unoccupied full-sized duct in the applicable cross-section, that provider shall, at its expense, reestablish a clear, full-sized duct for emergency restoration as soon as practicable or immediately upon the occurrence of an emergency requiring such space

ARTICLE VIII

PRE-LICENSE SURVEY AND MAKE-READY WORK

- 8.1 When an application for attachment to, or occupation of, a pole, conduit or right of way is submitted by Licensee, a prelicense survey will be required to determine the existing adequacy of such structures or property to accommodate Licensee's communication facilities.
- 8.1.2 (a) The field inspection portion of the prelicense survey, which requires the visual inspection of such structures or property, shall be performed by Licensor (with participation by Licensee at its option, for which Licensor shall provide at least 24 hours advance notice). Licensor shall also perform the

administrative processing portion of the prelicense survey, which includes the processing of the application, the preparation of the make-ready work orders (if necessary), and the coordination of work requirements and schedules with other attachers (if necessary).

(b) Licensors shall make commercially reasonable efforts to advise Licensee in writing of the estimated charges that will apply for its prelicense survey work as soon as practicable after receipt of Licensee's application but no later than ten (10) days from receipt thereof. Licensors shall receive written authorization from the Licensee before undertaking such work (Appendix II, Form B-1). Licensors shall use commercially reasonable efforts to complete such prelicense survey within thirty (30) days of receipt of such authorization.

- 8.1.3 In the event Licensors determine that a pole, conduit or right of way which Licensee desires to utilize is inadequate or otherwise needs rearrangement or expansion of the existing structures or property to accommodate the Licensee's communication facilities, Licensors will advise the Licensee in writing of the estimated make-ready charges that would apply to any modifications or expansions of capacity that Licensors propose to undertake within 30 days of commencing the prelicense survey (Appendix II, Form B-4). If no make-ready work is needed to accommodate Licensee's communication facilities, Licensee may immediately sign a license for the requested poles, conduits or rights of way and place its communication facilities thereon. Licensors shall complete the steps described in paragraphs 8.1 through 8.1.3 within forty-five (45) days, excluding the time taken by Licensee to respond to Licensors' proposals.
- 8.1.4 Licensee shall have ten (10) business days from the receipt of said Form B-4 to indicate its written authorization for completion of the required make-ready work and acceptance of the resulting charges. Licensors shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of such proposed changes within ten (10) business days of receipt of such authorization. Such attachers or occupiers will be given sixty (60) days from such notice to indicate whether they desire to participate in the proposed modification or expansion.
- 8.1.5 Make-ready work will be initiated by the Licensors no earlier than sixty (60) days after notice to existing attachers or occupiers, or earlier if existing attachers and occupiers agree in writing. Make-ready work will be completed by Licensors in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-ready work for Licensee will be scheduled and performed in the same manner as Licensors' make-ready work is scheduled and performed. In states other than New Jersey, if the make-ready work cannot be completed in the agreed-upon time frame, Licensee may, upon written request, perform pole rearrangements

itself or by using a contractor acceptable to Licensor, which acceptance shall not be unreasonably withheld. Licensee or its contractor shall perform any such work in accordance with the provisions of Section 5.1 hereof. Licensee shall pay the Licensor for all make-ready work performed by Licensor in accordance with the provisions of this Agreement.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF COMMUNICATIONS FACILITIES

- 9.1 Licensee shall, at its own expense, construct and maintain its communications facilities on poles or in conduit or rights of way covered by this Agreement, in a safe condition and in a manner acceptable to Licensor, so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by the Licensor or other authorized licensees.
- 9.2 Licensor shall specify the point of attachment on each pole to be occupied by Licensee's communications facilities. Where communications facilities of more than one Licensee are involved, Licensor will attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's communications facilities.
- 9.3 Licensee shall secure Licensor's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole where additional space or holding capacity may be required on either a temporary or permanent basis. No such modifications shall be made by Licensee that would affect the placement or operations of attachments of Licensor or existing licensees, except through application to Licensor in accordance with the provisions of Articles 7 and 8.
- 9.4 The Licensee must obtain prior written authorization from the Licensor approving of the work and the party performing such work before the Licensee shall install, remove, or provide maintenance of its communications facilities in any of Licensor's conduit systems. Licensor shall not unreasonably withhold or delay such authorization.
- 9.5 In each instance where Licensee's communications facilities are to be placed in Licensor's conduits, Licensee and Licensor shall discuss the placement of Licensee's communications facilities. Licensor shall designate the particular duct(s) to be occupied, the location and manner in which Licensee's communications facilities will enter and exit Licensor's conduit system, and the specific location and manner of installation for any associated equipment which is permitted by Licensor to occupy the conduit system. Access to Licensor's

controlled environmental vaults may be made through terms and conditions in the parties' Interconnection Agreement.

- 9.6 Whenever Licensor intends to modify or alter any poles, conduits or rights of way which contain Licensee's facilities, Licensor shall provide written notification to Licensee at least sixty (60) days prior to taking such action so that Licensee may have a reasonable opportunity to add to or modify Licensee's facilities. If Licensee adds to or modifies Licensee's facilities according to this paragraph, Licensee shall bear a proportionate share of the costs incurred by Licensor in making such facilities accessible in accordance with applicable Law.
- 9.7 Licensee shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of its facilities. Licensee shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than Licensee, including Licensor.
- 9.8 Licensor shall not attach, nor permit other entities to attach, facilities on, within or overlashed to existing Licensee facilities without Licensee's prior written consent.
- 9.9 Licensor's manholes shall be opened only as permitted by Licensor's authorized employees or agents, which permission shall not be unreasonably withheld or delayed. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein except in emergency situations provided that Licensee makes reasonable efforts to give prior notice to Licensor. Unless otherwise agreed between the parties, Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manholes only when an authorized employee or agent of Licensor is present or prior written authorization waiving this requirement is granted by the Licensor. Licensor's said employee or agent shall have the authority to suspend Licensee's work operations in and around Licensor's manholes if, in the reasonable judgment of said employee or agent any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to pay Licensor the charges, as determined in accordance with the terms and conditions of Appendix I, for having Licensor's employee or agent present when Licensee's work is being done in and around Licensor's manholes. The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around Licensor's manholes in a safe and workmanlike manner, in accordance with the terms of this Agreement.
- 9.9(b) Upon reasonable request, Licensor will provide Licensee with space in its manholes for racking and storage of cable and other materials of the type that Licensor stores in its manholes.

- 9.9(c) Licensee, contracting with Licensor or a contractor approved by Licensor, shall be permitted to add conduit parts to Licensor's manholes or to add branches to conduits when existing conduits do not provide the connectivity required by Licensee, provided that the structural integrity of the manhole is maintained and sound engineering judgment is employed.
- 9.9(d) If practicable and if additional space is required, Licensor shall within a reasonable period of time remove any retired cable from pole or conduit systems to allow for the efficient use of pole or conduit space. Licensor will give Licensee prior notice of its cable removal effort and Licensee may have a representative present.
- 9.10 Licensee, at its expense, will remove its communications facilities from poles, conduits or rights of way within 60 days after:
- (1) Termination of the license covering such attachment or conduit occupancy in accordance with the terms of this Agreement; or
 - (2) the date Licensee replaces its existing facilities on a pole with the placement of substitute facilities on the same pole or another pole or replaces its existing facilities in one duct with the placement of substitute facilities in another duct.

Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from such poles, conduits or rights of way.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage to such facilities unless caused by the negligent or intentional acts of Licensor.

When Licensee's communications facilities are removed from a pole, conduit or right of way, no reattachment to the same pole, or occupancy of conduits or rights of way, shall be made until:

- (1) The Licensee has first complied with all of the provisions of this Agreement as though no such pole attachment or conduit or right of way occupancy had previously been made, and
- (2) All outstanding charges due Licensor for such previous attachment and/or occupancy have been paid in full.

Licensee shall advise Licensor in writing as to the date on which the removal of its communications facilities from each pole, conduit or right of way has been completed.

ARTICLE X

TERMINATION OF LICENSES

- 10.1 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its communications facilities on public or private property at the location of the particular pole, conduit or right of way covered by the license.
- 10.2 Licensee may at any time terminate its license with respect to the attachment to a pole, or occupancy of a conduit or right of way, and remove its communications facilities by giving Licensor written notice of such intention (Appendix II, Forms C & D). Once Licensee's communications facilities have been removed they shall not be reattached to such pole, or occupy the same portion of such conduit system or right of way, until Licensee has complied with all provisions of this Agreement as though no previous license has been issued.

ARTICLE XI

INSPECTION OF LICENSEE'S COMMUNICATIONS FACILITIES

- 11.1 Licensor reserves the right to make reasonable periodic inspections at its own expense of any part of Licensee's communications facilities attached to Licensor's poles, or occupying Licensor's conduits or rights of way, provided that Licensee shall bear such expenses in the event more frequent inspections are required due to material non-conformances by Licensee that are found by Licensor.
- 11.2 Licensor will give Licensee advance written notice of such inspections, except in those instances where Licensor determines that safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- 11.3 The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

ARTICLE XII

UNAUTHORIZED ATTACHMENT, UTILIZATION, OR OCCUPANCY

- 12.1 If any of Licensee's communications facilities shall be found attached to poles, or occupying conduit or right of way, for which no license has been granted, Licensor without prejudice to its other rights or remedies under this Agreement may require Licensee to submit an application pursuant to Article VII of this Agreement within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment or occupancy. If such application is not received by Licensor within the specified time period, Licensee may be required to remove its unauthorized attachment or occupancy, or Licensor may, at Licensor's option, remove Licensee's facilities at Licensee's sole expense and risk. In addition, Licensee shall pay any unauthorized attachment or occupancy charge as specified in Appendix I.
- 12.2 No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

ARTICLE XIII

SECURITY INTEREST

Licensee, upon the request of Licensor after a failure to make payment as required hereunder or as a condition to attachment upon Licensor's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder, shall grant Licensor a security interest in all of Licensee's communications facilities now or hereafter attached to poles, or placed in conduit systems or rights of way pursuant to this Agreement, and Licensee agrees to perform all acts necessary to perfect Licensor's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of Licensee's loan agreements and debentures preclude the grant of liens or security interests to Licensor, Licensee shall grant to Licensor, upon Licensor's request, other permissible assurance of security for performance, satisfactory to Licensor, to cover any amounts due Licensor under this Agreement. Nothing in this Article shall operate to prevent Licensor from pursuing, at its option, any other remedies under this Agreement or in law or equity, including public or private sale of facilities under security interest or lien.

ARTICLE XIV

LIABILITY AND DAMAGES

- 14.1 Licensors shall exercise reasonable caution to avoid damaging the communications facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensors agree to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensors, however, Licensors shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications facilities.
- 14.2 Licensee shall exercise reasonable caution to avoid damaging the facilities of Licensors and of others attached to poles, or occupying conduits or rights of way, and shall make an immediate report to the owner of facilities so damaged and Licensee assumes all responsibility for any and all direct loss from such damage caused by Licensee's employees, agents or contractors, however, Licensee shall not be liable to Licensors for any interruption of Licensors' service or for interference with the operation of Licensors' communications facilities.
- 14.3 Licensors and Licensee agree that the mutual indemnification provisions in their Interconnection Agreement regarding Licensee's provision of local telecommunications service shall be applicable to claims regarding any and all damages and costs as a result of the acts of either Licensors or Licensee or their employees, agents or contractors, including, but not limited to the cost of relocating poles or conduits resulting from a loss of right of way or property owner consents and/or the cost of defending those rights and/or consents.
- 14.4 Licensors and Licensee shall promptly advise each other of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this license agreement. Copies of all accident reports and statements made to a party's insurer by the other party or affected entity shall be furnished promptly to the insured party.
- 14.5 Unless expressly provided for otherwise herein, neither party shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement.

ARTICLE XV

INSURANCE

- 15.1 Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier

authorized to conduct business in Licensee's operating region and having an A.M. Best rating of not less than A-VII, to protect the Licensor and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this agreement including Article XIV preceding.

15.2 The amounts of such insurance:

15.2.1 against liability due to damage to property shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 aggregate, and

15.2.2 against liability due to injury or death of persons shall be not less than \$2,000,000 as to any one person and \$2,000,000 as to any one occurrence.

15.3 Licensee shall name Licensor as certificate holder and shall provide certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to Licensor.

15.4 All insurance required in accordance with this Section 15 must be effective before Licensor will authorize attachment to a pole, or occupancy of conduit or rights of way, and shall remain in force until such Licensee's facilities have been removed from all such poles, conduits or rights of way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

15.5 Notwithstanding the foregoing, if Licensee's net worth exceeds \$100,000,000, Licensee may elect to self-insure in lieu of obtaining any of the insurance required by this Section 15. If Licensee self insures, Licensee shall furnish to Licensor, and keep current, evidence of such net worth. If Licensee self insures, Licensee shall release, indemnify, defend, and hold Licensor harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

ARTICLE XVI

AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Subject to the rights granted Licensee under the provisions of this Agreement, Licensor shall have the right to grant, renew and extend rights and privileges in a nondiscriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any pole, conduit or rights of way covered by this Agreement.

ARTICLE XVII

ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer this agreement or any license or any authorization granted under this Agreement and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor. Licensor shall not unreasonably withhold such consent. In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Notwithstanding the foregoing, Licensee may assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee, or to an entity acquiring all or substantially all of the assets of Licensee, upon prior written notice to Licensor provided that the assignee is capable of assuming all obligations of Licensee hereunder, and further provided that nothing herein shall relieve Licensee of any of its obligations hereunder without the prior written consent of Licensor.

ARTICLE XVIII

FAILURE TO ENFORCE

Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX

TERMINATION OF AGREEMENT

- 19.1 Subject to provisions of Article XVII hereof, should Licensee cease to provide its communications services in or through the area covered by this Agreement on other than a demonstrably temporary basis not to exceed 6 months, then all of Licensee's rights, privileges and authorizations under this Agreement, including all licenses

issued hereunder, shall automatically terminate as of the date following the final day that such communications services are provided.

- 19.2 Subject to Section 19.3 below, Licensor shall have the right to terminate this entire Agreement or any license issued hereunder whenever Licensee is in default of any term of this Agreement, including, but not limited to, the following conditions:
- (1) If Licensee's communications facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - (2) If Licensee attaches to any poles or occupies any conduit or rights of way without having first been issued a license therefor; or
 - (3) If any authorization which may be required of the Licensee by any governmental or private authority for the construction, operation, and maintenance of the Licensee's communications facilities is denied or revoked; or
 - (4) If the insurance carrier shall at any time notify Licensor or Licensee that the policy or policies of insurance, required under ARTICLE XV hereof, will be canceled or changed and if Licensor reasonably determines that the requirements of ARTICLE XV will no longer be satisfied, this Agreement shall terminate upon the effective date of such cancellation or change.
- 19.3 Licensor will promptly notify the Licensee in writing of any condition(s) applicable to 19.2 above. Licensee shall take immediate corrective action to eliminate any such conditions(s) and shall confirm in writing to Licensor within 30 days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and fails to give the required confirmation, Licensor may immediately terminate this Agreement.
- 19.4 In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove its communications facilities from Licensor's poles, conduits and rights of way within 6 months from the date of termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Licensor until Licensee's communications facilities are actually removed from Licensor's poles, conduit and rights of way.
- 19.5 If Licensee does not remove its communications facilities from Licensor's poles, conduits and rights of way within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor.

- 19.6 In the event any of the arrangements, fees and charges provided for under this agreement are hereafter offered under tariff filed by Licensor and in effect with a regulatory commission, this Agreement with respect to those arrangements, fees and charges shall terminate and shall be superseded by said tariff. Said termination is to become effective on the day preceding the day when said tariff becomes effective, and in such event with respect to those arrangements, fees and charges not included in said tariff, the Licensee may at its option within 60 days from the effective date of said tariff terminate this Agreement.

ARTICLE XX

TERM OF AGREEMENT

- 20.1 This Agreement shall continue in effect until terminated by either party in accordance with the provisions of this Agreement, or by Licensee upon six months prior written notice thereof.
- 20.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.
- 20.3 This Agreement shall be deemed to have been executed in the of _____ and the parties hereto agree that the terms and performance hereof shall be governed by and construed in accordance with the law of the _____ unless otherwise provided by Federal law.

ARTICLE XXI

NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail to Licensee as follows:

(Name)
(Title)
(Company)
(etc.)

and to Licensor as follows:

(Name)
(Title)
(Company)
(etc.)

or to such address as the parties hereto may from time to time specify in writing.

ARTICLE XXII

SUPERSEDURE OF PREVIOUS AGREEMENT(S)

This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for attachment and maintenance of Licensee's communications facilities on poles, and in conduit and rights of way, for the provision of local telecommunications service within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

ARTICLE XXIII

COMPLIANCE WITH LAWS

This Agreement, including all exhibits and appendices hereto, shall be subject to the Communications Act of 1934, as amended, and any related rules and regulations, and in the event of any conflicting provisions of this Agreement and such laws, rules or regulations, such laws, rules and regulations shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the _____ day of _____ in duplicate.

WITNESS (ATTEST)

Name of Licensor

BY

Its

(Title of authorized person)

Date

WITNESS (ATTEST)

Name of Licensee

BY

(Signature of authorized person)

Its

(Title of authorized person)

Date

APPENDIX I

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX I, effective as of _____, is an integral part of the License Agreement between (Licensor) and _____ Licensee), dated _____ and contains the fees and charges governing the use of Licensor's poles, conduit and rights of way by Licensee's communications facilities.

1. Attachment, Utilization, and Occupancy Fees

1.1 General

- a) Attachment, utilization, and occupancy fees commence on the date set forth in Section 7.5 of the License Agreement. Such fees cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or is discontinued.
- b) A one month minimum charge is applicable for all attachment, and occupancy accommodations.
- c) Fees shall be payable semi-annually in advance on the first day of January and July
- d) The total attachment, and occupancy fees due here under, shall be based upon the number of poles and duct feet of conduit for which licenses have been issued before the first day of January and the first day of July each year. Each semi-annual payment shall include a proration of the monthly attachment, and occupancy charges applicable for attachments, or occupancy initially authorized by the Licensor during the preceding six (6) month period.

2. Fees

2.1 Application and Engineering Survey Fee

- a) Per pole attached \$
- b) Per manhole/per duct run \$
- c) Right of way (determined on a case by case basis)

2.2 Annual Fee

- | | | |
|----|----------------------------------------------------------------------------------------|----|
| a) | Horizontal Attachment
Per attachment | \$ |
| b) | Vertical Attachment
Per pole attached (\$/Vertical foot of occupancy) | \$ |
| c) | Per foot of cable placed in the
conduit | \$ |
| d) | Right of way (determined on a case by case basis as mutually agreed
by the parties) | |

2.3 Other Charges

Computation

Charges for all work performed by the Licensor or by its authorized representative in connection with the furnishing of pole, conduit and rights of way accommodations as covered by this Agreement shall be based upon the cost to the Licensor for performance of such work. Such charges will apply for, but not be limited to, prelicense survey; make-ready work; inspection and removal of Licensee's communications facilities, where applicable; and supervision, at the option of the Licensor, of Licensee-performed work in and around the immediate vicinity of a conduit system.

- 2.4 In the event that it is determined that Licensee has made attachment in or on any pole, conduit or right of way of Licensor for which a License has not been executed, Licensee shall be obliged to a) apply for such License immediately; and b) pay to Licensor fees for said attachment for the entire period of time which can be reasonably established as the date of Licensee's attachment, but in no case less than one year prior to date of discovery.

2.5 Payment Date

Failure to pay all fees and charges within thirty (30) days after issuance of the bill therefor shall constitute a default of this Agreement, and in addition shall result in a 1 1/2% per month late charge until paid in full.

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

THIS APPENDIX II, effective as of _____, is an integral part of the License Agreement between BELL ATLANTIC- _____ (State) _____, INC. (Licensor), and _____, (Licensee), dated _____ and contains the administrative forms governing the use of Licensor's poles and conduit by Licensee's communications facilities.

INDEX OF ADMINISTRATIVE FORMS

Application and Pole Attachment License	A-1
Pole Details	A-2
Application and Conduit Occupancy License	
Conduit System Diagram	B-2
Cable to occupy Conduit and Equipment to be placed in Manholes	
Authorization for Make Ready Work	
Notification of Removal of Pole Attachments	C
Notification of Removal of Conduit Occupancy	D

FORM A-1

APPENDIX II

APPLICATION AND POLE ATTACHMENT LICENSE

Bell Atlantic - (State) , Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19 _____, application is hereby made for a nonexclusive license to attach communication facilities to _____ poles as indicated on Form A-2. This request will be designated:

Pole Application # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey.
(Appendix I)

Licensee: _____

Signed: _____

Dated: _____

Tel. No: _____

.....

.....
Permission is hereby granted to attach communication facilities to _____ poles as indicated on the attached Form A-2.

, Inc.

Bell Atlantic - (state)

(Licensor)

Signed: _____

Dated: _____

Tel. No: _____

Applications shall be numbered in sequential ascending order by Licensee. Licensors will process applications in ascending order according to the application numbers assigned by Licensee.

**FORM A-2
APPENDIX II**

Page .

(Licensee)

(Central Office Area) (Pole
Application #)

POLE DETAILS

	Telephone Pole #	Power Pole #	Location	Type Attach		Make Ready
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

**FORM B-1
APPENDIX II**

APPLICATION AND CONDUIT OCCUPANCY LICENSE

Bell Atlantic - (State) , Inc.

In accordance with the terms and conditions of the License Agreement between us, dated

-----, 19 -----, application is hereby made for a license to occupy the conduit system shown on Form B-2, with the cable and equipment detailed on Forms B-3 and B-4. This request will be designated:

Conduit Application # _____

Enclosed is a check in the amount of \$ ----- to cover the cost of the pre-license survey.

(Appendix I)

_____	_____
_____	(Licensee)
_____	Signed: _____
_____	Dated: _____
_____	Tel. No: _____

.....
.....

Permission is hereby granted to occupy Licensor's conduit system, as indicated on the attached Form B-2, with cable equipment and facilities specified on the attached Forms B-3. The duct footage for this License is _____

Bell Atlantic - (State) , Inc.
(Licensor)

Signed: _____

Dated: _____

Tel. No: _____

Applications shall be numbered in sequential ascending order by Licensee.
Licensor will process applications in ascending order according to the applications
numbers assigned by Licensee.

**FORM B-2
APPENDIX II**

Page _____

(Licensee)

(Area)
Application #)

(Conduit

SAMPLE CONDUIT SYSTEM DIAGRAM

CONDUIT SYSTEM DIAGRAM

FORM B-3

APPENDIX

II

Page ____

(Licensee)

(Area)
Application #)

(Conduit

CABLE TO OCCUPY CONDUIT

	Type Cable		Weight Per Ft.	Maximum Voltage to Ground AC/ DC	Maximum Current in a Conductor	Type Sheath
1						
2						
3						
4						
5						

EQUIPMENT TO BE PLACED IN MANHOLES

	Location	Type	Height	Width	Depth	Weight
1						
2						
3						
4						
5						

Form B-4
APPENDIX II

AUTHORIZATION FOR MAKE READY WORK

Following is a summary of the estimated charges for the following application:

Pole attachment application number _____

or

Conduit occupancy application number _____

or

Right of way occupancy application number _____

Estimated cost \$ _____

Note that in the event that an advance payment is required, actual costs will be billed at the conclusion of the work.

(Licensor)

By: _____
(Signature of authorized person)

Its: _____
(Title of authorized person)

Date: _____

Telephone Number: _____

Order Number: _____

I hereby acknowledge and agree to pay all charges, as above, and authorize work to begin.

(Licensee)

By: _____
(Signature of authorized person)

Its: _____
(Title of authorized person)

Date: _____

Telephone Number: _____

FORM C
APPENDIX II
Page _____

Page _____

NOTIFICATION OF REMOVAL OF POLE ATTACHMENTS

In accordance with the terms and conditions of the License Agreement between us, dated -----, 19--, notice is hereby given that the following pole attachments have been removed.

	Telephone Co. Pole	Joint Use Pole	Location	Date Removed
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SUBMITTED:

APPROVED:

) _____, Inc.
(Licensee)
(Licensor)

_____ Bell Atlantic - (State

Signed: _____

Dated: _____

Signed: _____

Dated: _____

FORM D
II

APPENDIX

Page_____

NOTIFICATION OF REMOVAL OF CONDUIT OCCUPANCY

In accordance with the terms and conditions of the License Agreement between us, dated -----, 19--, notice is hereby given that the occupancy of the following conduit has been removed.

	Conduit Location	Conduit Application #	Date Removed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SUBMITTED:

APPROVED:

, Inc.
(Licensee)
(Licensor)

_____ Bell Atlantic - (State

Signed: _____

Signed: _____

Dated: _____

Dated: _____

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

COMPANY 9999 XXXXXXXXXXXXX FROM RAO 999 REMOTE ID XXXXX INVOICE NO. 99
 XX

FIELD NAME	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE
RECORD ID	NNNNNN	NNNNNN	NNNNNN	NNNNNN	NNNNNN
DATE OF RECORD	YYMMDD	YYMMDD (C)	YYMMDD	YYMMDD	YYMMDD
FM NUMBER	NN	NN	NN	NN	NN
LENGTH					
FM NUMBER / BASE	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN
OVERFLOW DIGITS	NNN	NNN	NNN	NNN	NNN
TO NO LENGTH	NN	NN	NN	NN	NN
TO NO / BASE	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN
CHARGE	00000000	00000000	00000000	00000000	00000000
STATE/LOCAL TAX	0000 000	0000 000	0000 000	0000 000	0000 000
OTHER LINE	00000000000000	00000000000000	00000000000000	00000000000000	00000000000000
CONNECT TIME	HHMMSS	HHMMSS	HHMMSS	HHMMSS	HHMMSS
BILL/ ELAPSED TIME	NNNNNNN	NNNNNNN	NNNNNNN	NNNNNNN	NNNNNNN
METHOD OF REC	NN	NN	NN	NN	NN
RETURN CNCL CODE	NN	NN	NN	NN	NN
FROM RAO	NNN	NNN	NNN	NNN	NNN

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

CREDIT CODE	000000000000	000000000000	000000000000	000000000000	000000000000
MINUTES OF CREDIT	000000000000	000000000000	000000000000	000000000000	000000000000
NUMBER OF OCCURS	000000000000	000000000000	000000000000	000000000000	000000000000
MINS CONVER	000000000000	000000000000	000000000000	000000000000	000000000000
TOT DDD MSGS	000000000000	000000000000	000000000000	000000000000	000000000000
TOT OPH MSGS	000000000000	000000000000	000000000000	000000000000	000000000000
TOT 411 MSGS	000000000000	000000000000	000000000000	000000000000	000000000000
TOT 555 MSGS	000000000000	000000000000	000000000000	000000000000	000000000000
CONFER LEG NO	NN	NN	NN	NN	NN
RATE PERIOD	N	N	N	N	N
RATE CLASS	N	N	N	N	N
MESSAGE TYPE	N	N	N	N	N
IOC CODE	N	N	N	N	N
INDICATOR 1	N	N	N	N	N
INDICATOR 2	N	N	N	N	N
COMPANY 9999	XXXXXXXXXXXXXX XX		FROM RAO 999	REMOTE ID XXXXX	INVOICE NO. 99

FIELD NAME	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE
INDICATOR 3	N	N	N	N	N
INDICATOR 4	N	N	N	N	N
INDICATOR 5	N	N	N	N	N

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

INDICATOR 6	N	N	N	N	N
INDICATOR 7	N	N	N	N	N
INDICATOR 8	N	N	N	N	N
INDICATOR 9	N	N	N	N	N
INDICATOR 10	N	N	N	N	N
INDICATOR 11	N (D)	N	N (D)	N (D)	N (D)
INDICATOR 12	N	N	N	N	N
INDICATOR 13	N	N	N	N	N
INDICATOR 14	N	N	N	N	N
INDICATOR 15	N	N	N	N	N
INDICATOR 16	N	N	N	N	N
INDICATOR 17	N	N	N	N	N
INDICATOR 18	N	N	N	N	N
INDICATOR 19	N	N	N	N	N
INDICATOR 20	N	N	N	N	N
SERIAL NUMBER	NNNNNNNN	NNNNNNNN	NNNNNNNN	NNNNNNNN	NNNNNNNN
OPERATOR UNIT	NN	NN	NN	NN	NN
RECORD PT. ID.	NNNNNN	NNNNNN	NNNNNN	NNNNNN	NNNNNN
BILLING RAO	NNN	NNN	NNN	NNN	NNN
BILLING NO.	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN	NNNNNNNNNN
FM PLACE/SHIP	AAAAAAA	AAAAAAA	AAAAAAA	AAAAAAA	AAAAAAA
FM	AA	AA	AA	AA	AA
PLACE/ABBREV					
TO PLACE/.SHIP	AAA AAAA	AAA AAAA	AAA AAAA	AAA AAAA	AAA AAAA
TO	AA	AA	AA	AA	AA
PLACE/ABBREV					

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

LIBRARY CODE SETTLEMENT CODE	AA	AA	AA	AA	AA
IX CARR. ID. COMPANY 9999	NNN XXXXXXXXXXXXXX XX	NNN	NNN FROM RAO	999 REMOTE ID XXXXX	NNN INVOICE NO. 99
FIELD NAME	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE	ERR FIELD VALUE
INDICATOR 21	N	N	N	N	N
INDICATOR 22	N	N	N	N	N
INDICATOR 23	N	N	N	N	N
INDICATOR 24	N	N	N	N	N
INDICATOR 25	N	N	N	N	N
INDICATOR 26	N	N	N	N	N
INDICATOR 27	N	N	N	N	N
INDICATOR 28	N	N	N	N	N
INDICATOR 29	N	N	N	N	N
INDICATOR 30	N	N	N	N	N
RATE CL MSG TYPE	N/N	N/N	N/N	N/N	N/N
VB MODULE	MODULE	MODULE	MODULE	MODULE	MODULE

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D)
 DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

COMPANY: 9999
 XXXXXXXXXXXXXXXXX

FROM RAO: 999 REMOTE ID: XXXXX INVOICE NO: 99

FIELD NAME	CRITICAL L ERRORS	INFORMATIONAL ONLY DEFAULT		TOTAL ERRORS EACH FIELD
RECORD ID	NN	0	0	0
DATE OF RECORD	NNN	0	0	0
FM NUMBER LENGTH	0	0	0	0
FM NUMBER / BASE	0	0	0	0
OVERFLOW DIGITS	0	0	0	0
TO NO LENGTH	0	0	0	0
TO NO / BASE	0	0	0	0
CHARGE	0	0	NN	NN
STATE/LOCAL TAX	0	0	0	0
OTHER LINE	0	0	0	0
CONNECT TIME	0	0	0	0
BILL/ ELAPSED TIME	NNN	0	0	0
METHOD OF REC	0	0	0	0
RETURN CNCL CODE	0	0	0	0
FROM RAO	0	0	0	0
CREDIT CODE	0	0	0	0
MINUTES OF CREDIT	0	0	0	0

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

COMPANY: 9999
 XXXXXXXXXXXXXXXX

FROM RAO: REMOTE ID: XXXXX INVOICE NO:
 999 99

FIELD NAME	CRITICAL L ERRORS	INFORMATIONAL ONLY DEFAULT		TOTAL ERRORS EACH FIELD
NUMBER OF OCCURS	0	0	0	0
MINS CONVER	0	0	0	0
TOT DDD MSGS	0	0	0	0
TOT OPH MSGS	0	0	0	0
TOT 411 MSGS	0	0	0	0
TOT 555 MSGS	0	0	0	0
CONFER LEG NO	0	0	0	0
RATE PERIOD	0	0	0	0
RATE CLASS	0	0	0	0
MESSAGE TYPE	0	0	0	0
IOC CODE	0	0	0	0
INDICATOR 1	0	0	0	0
INDICATOR 2	0	0	0	0
INDICATOR 3	0	0	0	0
INDICATOR 4	0	0	0	0
INDICATOR 5	0	0	0	0
INDICATOR 6	0	0	0	0
INDICATOR 7	0	0	0	0

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

COMPANY: 9999
 XXXXXXXXXXXXXXXX

FROM RAO: 999 REMOTE ID: XXXXX INVOICE NO: 99

FIELD NAME	CRITICAL L ERRORS	INFORMATIONAL ONLY DEFAULT		TOTAL ERRORS EACH FIELD
INDICATOR 8	0	0	0	0
INDICATOR 9	0	0	0	0
INDICATOR 10	0	0	0	0
INDICATOR 11	0	0	NN	NN
INDICATOR 12	0	0	0	0
INDICATOR 13	0	0	NN	NN
INDICATOR 14	0	0	0	0
INDICATOR 15	0	0	0	0
INDICATOR 16	0	0	0	0
INDICATOR 17	0	0	0	0
INDICATOR 18	0	0	0	0
INDICATOR 19	0	0	0	0
INDICATOR 20	0	0	0	0
SERIAL NUMBER	0	0	0	0
OPERATOR UNIT	0	0	0	0
RECORD PT. ID.	0	0	0	0
BILLING RAO	0	0	0	0
BILLING NO.	0	0	0	0
FM PLACE/SHIP	0	0	0	0

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

COMPANY: 9999
 XXXXXXXXXXXXXXXX

FROM RAO: REMOTE ID: XXXXX INVOICE NO:
 999 99

FIELD NAME	CRITICAL L ERRORS	INFORMATIONAL ONLY DEFAULT	TOTAL ERRORS EACH FIELD		
FM PLACE/ABBREV	0	0	0	0	
TO PLACE.SHIP	0	0	0	0	
TO PLACE/ABBREV	0	0	0	0	
					TOTALS FOR THIS INVOICE
LIBRARY CODE	0	0	0	0	
SETTLEMENT CODE	0	0	0	0	
IX CARR. ID.	0	0	0	0	TOTAL RECORD RECEIVED NNNNN
INDICATOR 21	0	0	0	0	
INDICATOR 22	0	0	0	0	TOTAL RECORDS DROPPED NNN
INDICATOR 23	0	0	0	0	
INDICATOR 24	0	0	0	0	TOT REC REJECT TO MIU NNN
INDICATOR 25	0	0	0	0	
INDICATOR 26	0	0	0	0	PACK REJECT RATE 0.000
INDICATOR 27	0	0	0	0	
INDICATOR 28	0	0	0	0	ERROR THRESHOLD 0.000

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR

MESSAGE VALIDATION EMI DETAILED ERROR REPORT

AT&T
 PGM NO. IBM1010
 REPORT NO. A7289
 01000

PAGE 1
 MM/DD/YY 17:22:24
 RETEN CODE: 01R-

ALPHARETTA 561

COMPANY: 9999
 XXXXXXXXXXXXXXXX

FROM RAO: REMOTE ID: XXXXX INVOICE NO:
 999 99

FIELD NAME	CRITICAL L ERRORS	INFORMATIONAL ONLY DEFAULT	TOTAL ERRORS EACH FIELD		
INDICATOR 29	0	0	0		
INDICATOR 30	0	0	0		EDIT PATH N
RATE CL MSG TYPE	0	0	0		
VB MODULE	0	0	0		INPUT FILE NUMBER NN
NON-NUMERIC RCD	0	0	0		SPAN NUMBER NNN
**** TOTALS ****	NNN	NNN	NNN	NNN	

**THIS PACK HAS BEEN
 REJECTED. THE PACK
 REJECT RATE
 EXCEEDS
 THE ERROR
 THRESHOLD**

(C) DENOTES CRITICAL ERROR (N) DENOTES NON-NUMERIC RECORD (I) DENOTES INFORMATIONAL RECORD (D) DENOTES DEFAULT ERROR