

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

GTE NORTHWEST INCORPORATED

AND

COVAD COMMUNICATIONS COMPANY

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Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

- 1.11 **Bill-and-Keep Arrangement** - a compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.12 **Bona Fide Request (BFR)** - process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.
- 1.13 **Business Day** - Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.14 **Central Office Switch** - a switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.15 **Centralized Message Distribution System (CMDS)** - the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.
- 1.16 **CLLI Codes** - Common Language Location Identifier Codes.
- 1.17 **Commission** - the Washington Utilities and Transportation Commission.
- 1.18 **Common Channel Signaling (CCS)** - a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.19 **Competitive Local Exchange Carrier (CLEC)** - any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.20 **Compliance** - environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.21 **Conversation Time** - the time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.22 **Currently Available** - existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.

- 1.23 **Customer** - GTE or Covad, depending on the context and which Party is receiving the service from the other Party.
- 1.24 **Customer Service Record Search** - applied to LSR when CLEC requests a customer service record search prior to account conversion from GTE or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop and/or port basis.
- 1.25 **Dedicated Transport** - an Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport or IDT) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remain within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.
- 1.26 **Disconnect Supervision** - an on-hook supervisory signal end at the completion of a call.
- 1.27 **DS-1** - a service carried at digital signal rate of 1.544 Mbps.
- 1.28 **DS-3** - a service carried at digital signal rate of 44.736 Mbps.
- 1.29 **Electronic File Transfer** - a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.30 **E-911 Service** - a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.31 **Exchange Message Record (EMR)** - an industry standard record used to exchange telecommunication message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore.
- 1.32 **Exchange Service** - all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.33 **Expanded Interconnection Service (EIS)** - a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.34 **Facility** - all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.
- 1.35 **FCC** - the Federal Communications Commission.
- 1.36 **Generator** - under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to

occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. **Amendments.** Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. **Assignment.** Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. **Authority.** Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. **Responsibility for Payment.** GTE may charge Covad and Covad will pay GTE a deposit before GTE is required to perform under this agreement if the CLEC has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to Covad using Covad's forecast of resale lines and unbundled loops and ports. Interest will be paid on the deposit in accordance with state requirements for end user deposits.
7. **Billing and Payment.** Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Covad and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.
 - 7.1 **Dispute.** If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.
 - 7.2 **Late Payment Charge.** If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
 - 7.3 **Due Date.** Payment is due thirty (30) calendar days from the bill date.
 - 7.4 **Audits.** Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

- 15.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, without waiving the right to seek relief from the Commission or the FCC, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the primary remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 15.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 15.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the Parties may submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 15.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 15.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 15.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and

reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

- 15.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.
16. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
17. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
18. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
19. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
21. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the Guide. Covad agrees that GTE may implement such practices to satisfy any GTE obligations under this Agreement. A copy has been provided to Covad and is incorporated by reference into this Agreement.
22. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent

suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, UNEs or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.

- 25.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY C OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITA WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOS COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 25.4 Limitation of Liability. Except when damages are caused directly by a Party's willful misconduct, each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses GTE may recover, including those under Section 14 above, for the services, UNEs or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, UNEs or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 25.5 Intellectual Property. Nothing in this Agreement shall convey or transfer any Intellectual Property which may be owned by one Party to the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
26. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
27. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
28. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below,

36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
37. Service Standards. Notwithstanding anything in this Agreement to the contrary, The Parties shall meet any service standard imposed by the FCC or any state regulatory authority which is applicable to the Parties for services which are provided under this Agreement.
- 37.1 The Parties will provide a level of service to each other with respect to Interconnection, Unbundled Network Elements, and Resale ("services") under this Agreement in compliance with the non-discrimination requirements of the Act. GTE will use appropriate statistical tests or performance criterion to include detailed investigation, where required, to verify such non-discriminatory level of service.
- 37.2 At the time of execution of this Agreement GTE will provide Covad with the same service standards to measure quality of service that GTE currently offers to all CLECs. Such service standards are applicable on a national basis. Service standards to measure quality of service are subject to continued evolution within the industry, and, when developed and implemented in GTE systems, GTE will automatically modify existing service standards to reflect these changes. Each Party may provide input to the various telecommunications industry forums defining national standards for methods of quality measurement.
- 37.3 The parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.
38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
40. Intentionally left blank.
41. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

- 2.1 Categories. There are several separate categories of network components that shall be provided as UNEs by GTE:
- (a) Network Interface Device (NID)
 - (b) Loop Elements
 - (c) Port and Local Switching Elements
 - (d) Transport Elements
 - (e) SS7 Transport and Signaling
- 2.2 Prices. Individual UNEs and prices are identified on Appendix D attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix D.
- 2.2.1 Compensation For Exchange Of Traffic Using Unbundled Network Elements. Compensation arrangements between Covad and GTE for exchanging traffic when Covad uses GTE provided Unbundled Network Elements; i.e., port and local switching, transport, shall be as provided in Appendix J.
- 2.2.2 Interim Universal Service Support Charge. GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix D without the interim surcharge, but subject to the following terms and conditions:
- 2.2.2.1 Covad agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, Covad will begin paying the monthly interim surcharge in accord with the Commission or court order, including a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement if so ordered.
 - 2.2.2.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring Covad to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
 - 2.2.2.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.
- 2.3 Connection to Unbundled Elements. Covad may connect to the UNEs listed in Article VII, Section 2.1 that Covad chooses. The UNEs must be Currently Available and connection to them must be technically viable. Covad may combine these UNEs with any facilities that Covad may itself provide subject to the following:

- 2.3.1 Connection of Covad facilities to unbundled elements shall be achieved via physical collocation arrangements Covad shall maintain at the Wire Center at which the unbundled services are resident.
 - a. In circumstances where physical collocation space is not available at the Wire Center where the unbundled services are resident, alternative arrangements shall be negotiated between GTE and Covad. All incremental costs associated with the alternative arrangements shall be borne by Covad.
 - 2.3.2 Each unbundled element shall be delivered via an EIS cross-connection to Covad's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Applicable rates for this cross connection are listed in GTE's FCC Tariff No. 1.
 - 2.3.3 Covad shall combine UNEs with its own facilities. GTE has no obligation to combine any UNEs for Covad, nor does GTE agree to combine any network elements for Covad. Covad may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.
 - 2.4 Service Quality. GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from Covad's specific use of or modification to any UNE.
 - 2.5 Provisioning and Support. GTE agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. GTE shall provide power to such elements on the same basis as GTE provides to itself.
3. Network Interface Device.
- 3.1 Direct Connection. Covad shall be permitted to connect its own Loop directly to GTE's NID in cases in which Covad uses its own facilities to provide local or special access service to an end user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, the following procedures shall apply:
 - 3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, Covad must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. Covad shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.
 - 3.1.2 At multi-tenant customer locations, Covad must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If Covad cannot gain access to the cable termination block, Covad must make a clean cut at the closest point to the cable termination block. At Covad's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. Covad will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
 - 3.1.3 GTE agrees to offer NIDs for lease to Covad but not for sale. Covad may remove GTE identification from any NID which it connects to a Covad loop, but Covad may not place its own identification on such NID.

APPENDIX F
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for resold services, interconnection facilities and services and UNEs. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide. Before orders can be taken, Covad will provide GTE with its Operating Company Number (OCN) and Company Code (CC) as follows:
 - a. Covad must provide its OCN (four-digit alpha-numeric assigned by NECA or number administrator) on the Covad Profile. The GTE Guide provides the necessary information for Covad to contact NECA to obtain the OCN. There are no optional fields on the Profile.
 - b. Before the LSR and Directory Service Request (DSR) order forms can be processed Covad must provide the OCN and Customer Carrier Name Abbreviation (CCNA).
- 1.1 Operations Support Systems for Trunk-Side Interconnection
 - 1.1.1 Covad will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover (NDM) in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an ASR sent electronically by Covad over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System (CAMS) to validate the request, identify any errors, and resolve any errors back to Covad. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.
 - 1.1.2 The use of CAMS to support Covad's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Customer Centers (NACC). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to Covad. Covad then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR, without penalty or charge (e.g., order modification charge) to Covad. Similarly, errors committed by GTE subsequent to the receipt of a valid ASR from Covad will be expeditiously identified and corrected by GTE without the need for Covad's submission of a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill Covad for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.
 - 1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for Covad. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group (DBA) and the Special Services Control Center (SSCC) will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR.

The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to Covad. GTE's CZTs also will contact Covad directly to perform testing, and upon acceptance by Covad, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System (CABS) which will generate the bill to Covad. The billing process under CABS requires coordination with several other systems.

- 1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor (BIP). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to Covad.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

- 1.2.1 Covad will also be able to order services for resale and UNEs, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, Covad will submit an LSR from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. If no NDM interface exists or if Covad chooses to establish a separate NDM interface, Covad must request an NDM facility. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.
- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to Covad or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to Covad must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. Covad will be able to obtain this customer information after GTE has received the customer's written consent as specified in Article IV, Section 8. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and CLEC data. If known, the LSR should include the telephone number and due date/desired due date.
- 1.2.3 While Covad would have its own customer information and may have the SAG/GTE products on tape from GTE, Covad would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to Covad. GTE itself

does not have uniform access to this information electronically. Until GTE and Covad have agreed and established electronic interfaces, Covad agrees that an 800 number is the method that will be used. The 800 telephone number will connect Covad directly to GTE's NOMC service representatives. When Covad receives a request for basic services from a new local service customer, Covad will call GTE's NOMC through the 800 number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, Covad will give GTE the new customer's name, service address and type of requested service (i.e., R1, B1). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until Covad sends the confirming LSR. Covad will then return to its customer holding on the line and provide the due date and new telephone number.

- 1.2.4 After concluding the telephone call with the new customer, Covad will complete a confirming LSR for the new service and send it electronically to GTE's data center for processing. Upon receipt, GTE will match the LSR with the service order suspended in GTE's system, and if there is a match, GTE will process the LSR. After the LSR is processed, GTE will transmit confirmation electronically to Covad through the NDM that the LSR has been processed, providing a record of the telephone number and due date. Covad will be required to submit the confirming LSR by 12:00 p.m. each day local time, as defined by the location of the service address. If Covad fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time GTE will assign a new due date upon receipt of the delayed LSR for such customer requests and notify Covad of the change.
- 1.2.5 Number assignments and due date schedules for services other than single line service and hunt groups up to 12 lines will be assigned within approximately twenty-four (24) hours after GTE's receipt of the LSR using the standard Local Service Confirmation (LSC) report sent electronically to Covad over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group for 12 lines or fewer. The other numbers then will be provided through the normal electronic confirmation process.
- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with Covad on a real time interface to process vanity numbers while Covad's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service representatives will work with Covad representatives off line as GTE would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.
- 1.2.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, GTE will validate and process the LSR to establish an account for Covad and, if GTE continues to provide some residual services to the customer, GTE will maintain a GTE account. In GTE's system, GTE's account is called the Residual Account and Covad's account is referred to as the Covad Account. If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.

- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to Covad a service completion report. Call records for actual service provided to Covad's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services, unbundled elements and local number portability. CBSS will create a bill to Covad for resold services and unbundled elements along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (in collect usage data will be provided on rated basis) on Covad's accounts will be generated and transmitted electronically to Covad. At such time that GTE transitions to the industry standard CABS format billing, GTE shall offer such CABS billing to Covad. Until such time, GTE may continue offering CBSS.
- 1.2.10 On resale and UNE port accounts, GTE will provide usage in EMR format per existing file exchange schedules. The usage billing will be in agreed upon level of detail for Covad to issue a bill to its end users.
- 1.2.11 GTE will provide Covad with detailed monthly billing information in a paper format until an agreed upon Electronic Data Interchange 811 electronic bill format is operational.
- 1.2.12 State or sub-state level billing will include up to ten (10) summary bill accounts.
- 1.2.13 GTE accepts Covad's control reports and agrees to utilize industry standard return codes for unbillable messages. Transmission will occur via the NDM. Tape data will conform to Attachment "A" of the LRDTR. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. GTE contacts will be provided for sending/receiving usage files.
- 1.2.14 GTE will retain data backup for 45 Business Days. To the extent this retention is exclusively for Covad, Covad shall reimburse GTE for all expenses related to this retention.
- 1.2.15 In addition to the LSR delivery process, Covad will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE via the LSR ordering process over the NDM. GTE will provide listings service via its "listing continuity" offering.
- 1.2.16 Charges and credits for PIC changes ordered via an LSR will appear on the resale bill. As Covad places a request for a PIC change via LSR, the billing will be made on Covad account associated with each individual end user. GTE will process all PIC changes from IXCs that are received for Covad end users by rejecting back to

as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to submitting an order under this Agreement, Covad shall obtain such documentation as may be required by state and federal laws and regulations.

- 1.3.2 GTE shall provide Covad with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. The Parties adopt the OBF LSR and DSR forms for the ordering, confirmation and billing of resale and unbundled services. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.
- 1.3.3 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.
- 1.3.4 GTE will provide current GTE customer proprietary network information (name, address, telephone number and description of services provided by GTE including PIC and white page directory listing information) as provided in Article VI, Section 3. The return of customer information will be via facsimile or via electronic transmission.

2. Maintenance Systems.

- 2.1 General Overview. If Covad requires maintenance for its local service customers, Covad will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end user is a Covad customer and will then obtain the necessary information from Covad to process the trouble report. While Covad representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while Covad representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide Covad representatives a commitment time for repair, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. Covad's repair service commitment times will be within the same intervals as GTE provides to its own end users. Maintenance and repair of GTE facilities is the responsibility of GTE and will be performed at no incremental charge to Covad. If, as a result of Covad-initiated trouble report, trouble is found to be the responsibility of Covad (e.g., non-network cause) GTE will charge Covad for trouble isolation. Covad will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. Covad will be assigned a customer contact center when initial service agreements are made.
- 2.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem,

provide the Covad representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.

- 2.3 GTE then will process all Covad trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to Covad becomes in jeopardy, GTE service representatives will contact Covad by telephone to advise of the jeopardy condition and provide a new commitment time.
 - 2.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared Covad trouble reports, GTE service technicians will make a telephone call to Covad directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by Covad. If Covad is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, Covad may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
 - 2.5 GTE will provide electronic interface access to operation support systems functions which provide the capability to initiate, status and close a repair trouble ticket. GTE will not provide to Covad real time testing capability on Covad end user services. GTE will not provide to Covad an interface for network surveillance (performance monitoring).
 - 2.6 Network Management Controls.
 - 2.6.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.
 - 2.6.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.
 - 2.6.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."
3. Electronic Interface. The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards.
 - 3.1 Covad shall have immediate access to the following OSS electronic interfaces that will provide functionality to enable Covad to service customers in an equal and non-discriminatory manner:
 - 3.1.1 Pre-Order functions, e.g., TN Assignment, DD Reservation, Address Validation, Product Availability, that are available on a dial-up or dedicated basis using the Secure Integrated Gateway System (SIGS).

**AGREEMENT
BETWEEN
GTE NORTHWEST INCORPORATED
AND
INTEGRA TELECOM
SUPPLEMENTING ADOPTED TERMS**

THIS AGREEMENT is by and between GTE Northwest Incorporated (“GTE”) and Integra Telecom (“Integra”), GTE and Integra being referred to collectively as the “Parties” and individually as a “Party”). This Agreement covers services in the state of Washington (the “State”).

WHEREAS, Integra has previously adopted terms (the “Adopted Terms”) of the Interconnection, Resale and Unbundling Agreement between GTE and Covad Communications Company (“Underlying Agreement”) pursuant to Section 252(i) of the Telecommunications Act of 1996 (the “Act”);

WHEREAS, the Underlying Agreement was approved by the Commission’s Order dated May 26, 1999 in Docket No. UT-990341 and Integra’s adoption of the Adopted Terms was approved by the Commission’s Order dated April 26, 2000 in Docket No. UT-003031;

WHEREAS, subsequent to the approval of the Underlying Agreement and the adoption of the Adopted Terms, Integra notified GTE that it desired to supplement the Adopted Terms with this Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms as follows¹;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1 The Parties agree that the terms and conditions in the UNE Attachment herein contained, shall govern the provision of Unbundled Network Element services.
2. For administrative ease, and without waiving their rights to challenge the legality of the Adopted Terms, the Parties have agreed to apply the Adopted Terms to the provision of Unbundled Network Elements, except to the extent inconsistent with any

¹ The Parties’ reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter, dated March 27, 2000, are incorporated by reference and restated as if fully set forth herein.

terms and conditions contained herein or the UNE Attachment, Appendix A to the UNE Attachment, Appendix A-1 to the UNE Attachment and Appendix B to the UNE Attachment herein. Specifically, the Parties have agreed that this Agreement, including the UNE Attachment and Appendices A, A-1 and B to the UNE Attachment, shall supercede Article VII, Unbundled Network Elements, Appendix D, Prices for Unbundled Network Elements and Appendix J, Compensation for Exchange of Traffic Using Unbundled Network Elements of the Adopted Terms. If a Party disputes the application of a specific term or condition in the UNE Attachment or Appendices A, A-1 and B to the UNE Attachment, that Party may exercise any and all legal rights available to it to resolve the dispute, subject to the requirements of the Adopted Terms.

3. If any provision in the Adopted Terms conflicts with this Agreement to Supplement Adopted Terms, this Agreement to Supplement Adopted Terms shall control.

4. Except as otherwise expressly set forth herein, the Adopted Terms shall remain in full force and effect. In the event of any inconsistency between this Agreement and the Adopted Terms, this Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon June 29, 2000*

GTE NORTHWEST INCORPORATED

INTEGRA TELECOM OF
WASHINGTON, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

*GTE has agreed to allow this Agreement to become effective upon June 29, 2000 in order to permit Integra to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

UNBUNDLED NETWORK ELEMENTS (UNES) ATTACHMENT

1. General.

This UNE Attachment (Attachment), sets forth the terms and conditions under which GTE will provide UNEs and combinations of UNEs (Combinations) to Integra pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNE offerings will be governed by the GTE Guide found on GTE's wise website (<http://www.gte.com/wise>). GTE will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in GTE's network and on a first come, first serve basis. GTE will not construct new facilities to offer any UNE or Combinations. Integra shall not order services from GTE's resale, retail, or special access tariffs to circumvent or bypass, directly or indirectly, this no construction restriction. For example, except as otherwise expressly permitted pursuant to Applicable Law, Integra shall not convert services ordered out of such tariffs to UNEs or Combinations.

Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of FCC Rule 51.319, the FCC UNE Remand Order (CC Docket No. 96-98, FCC 99-238 the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (released March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See *GTE Service Corporation, et. al v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals and the United States Supreme Court; (c) to assert or continue to assert that certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Attachment from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; and (e) to take any appropriate action based on the outcome of any of the actions or challenges described in subparagraphs (a)-(d) above or any other actions. The Parties enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before industry fora, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

The Parties understand that both industry and GTE standards and processes applicable to UNEs and Combinations, including, without limitation, loop qualification, ordering, provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes, and to document the same for purposes of this Agreement, as necessary and appropriate.

The UNEs, including Combinations, hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Act.

2. Description of Individual UNE Offerings.

4.4 Provisioning.

GTE agrees to provide UNEs and Combinations in a timely manner, considering the need and volume of requests, pursuant to service provisioning intervals which are at parity with the intervals for GTE's Customers of comparable services. GTE shall provide power to ordered UNEs and Combinations on the same basis as GTE provides power to itself. UNEs and Combinations will be provided only when facilities are Currently Available. If facilities are not Currently Available, Integra will be notified and the order will be rejected. The determination of whether or not facilities are Currently Available will be made on a case-by-case basis. GTE will use the following guidelines to determine if facilities are Currently Available to provision a requested UNE or Combination:

- 4.4.1 GTE will not place new interoffice facilities or outside plant feeder or distribution facilities.
- 4.4.2 GTE will not breach existing interoffice facilities, outside plant feeder or distribution facilities or Central Office Switch cabling or wiring to install new electronics or housing for plug-in electronic cards or modules. GTE will install new plug-in cards or modules when the housing already exists and is wired into the network.
- 4.4.3 In most circumstances, GTE will install drops and NIDs to connect outside plant facilities to a Customer's premises to provide a UNE loop. GTE will use the same procedures its uses to determine when a drop would routinely be installed for a GTE Customer or to determine if a drop will be installed for a UNE loop. Drops will not be installed when conditions such as excessive length, size of cable or use of fiber optics would require GTE outside plant construction personnel to install the drop.
- 4.4.4 GTE will not install new switches or augment switching capacity.
- 4.4.5 GTE will not install new software or activate software requiring a new right to use fee in switching equipment. GTE will activate software that is currently loaded in a switch but is not in use.
- 4.4.6 In certain situations, GTE utilizes pair gain technology, such as Integrated Digital Loop Carrier (IDLC)⁴ or analog carrier, to provision facilities. GTE may not be able to provision a loop UNE in such cases. Where GTE can provision a Local Loop UNE using pair gain technology, the capabilities of such Local Loop UNE may be limited. If Integra orders a loop UNE that would normally be provisioned over facilities using pair gain technology, GTE will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities are not Currently Available, GTE will advise Integra that facilities are not available to provision the requested loop UNE.

4.5 Connections.

- 4.5.1 General. With the exception of the Shared Transport UNE, the UNEs specified above may be directly connected to Integra facilities or to a

⁴ See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.