

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

GTE NORTHWEST INCORPORATED

AND

AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.

FOR THE STATE OF WASHINGTON

The terms and conditions set forth in this GTE Model Agreement are predicated on adoption by the relevant governmental authorities of the pricing and costing principles advocated and presented by GTE in this arbitration proceeding. To the extent that governmental authorities with the appropriate jurisdiction enter final and effective orders that depart from the principles as contained in GTE's arbitration package, GTE will provide such services subject to such governmental directives and requirements upon recovery of the appropriate costs of providing the requested services.

GTE CONFIDENTIAL

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made effective as of _____, 1996, by and between GTE Northwest Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and AT&T of the Pacific Northwest, Inc., in its capacity as a certified provider of local dial-tone service ("AT&T"), with its address for this Agreement at _____ (GTE and AT&T being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Washington only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in LEC premises;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and AT&T hereby covenant and agree as follows:

ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and reciprocal access to their poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by AT&T of certain telecommunications services provided by GTE in its franchise areas for resale by AT&T, the purchase by AT&T of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of AT&T in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Washington Utilities and Transportation Commission (the "Commission") for approval. The Parties agree that their entrance into this

Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

ARTICLE II DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. If there is any conflict between a definition set forth in this Article II and a definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

- 1.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.3 "Bellcore" means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. 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.
- 1.4 "Bill-and-Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the termination of traffic specified in this Agreement.
- [Joint Matrix Unresolved Issue No. 5]
- 1.5 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.6 "Central Office Switch" means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "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).

- 1.7 “CLLI codes” means Common Language Location Identifier Codes.
- 1.8 “Collocation” has the meaning as set forth in Article IX of this Agreement.
- 1.9 “Common Channel Signaling” or “CCS” means 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.
- 1.10 “DS-1” is a digital signal rate of 1.544 Mbps.
- 1.11 “DS-3” is a digital signal rate of 44.736 Mbps.
- 1.12 “Electronic File Transfer” refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.13 “Exchange Message Record” or “EMR” means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- 1.14 “Exchange Service” refers to 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.
- 1.15 “EIS” or “Expanded Interconnection Service” means 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.
- 1.16 “FCC” means the Federal Communications Commission.
- 1.17 “Guide” means the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling, which contains GTE’s operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide has been provided to AT&T.
- 1.18 “Interconnection” means the physical connection of separate pieces of equipment,

transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

- 1.19 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by the State to provide long distance communications services.
- 1.20 "ISDN" or "Integrated Services Digital Network" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.21 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.22 "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.23 "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- [Reference: Matrix 4475]
- 1.24 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.25 "Local Traffic" means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."
- 1.26 "MDF" or "Main Distribution Frame" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

- 1.27 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.28 "MECAB" refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.29 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.30 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.31 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1.32 "Network Element" has the meaning as set forth in Article VI of this Agreement.
- 1.33 "NID" or "Network Interface Device" means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1.34 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. 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" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are

examples of Non-Geographic NPAs.

- 1.35 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.36 "POI" means Point of Interconnection.
- 1.37 "Pole Attachment" has the meaning as set forth in Article X and Appendix I of this Agreement.
- 1.38 "Provider" means GTE and "Customer" means AT&T with respect to those services performed by GTE pursuant to Article IV and any services for resale or unbundled network elements provided by GTE pursuant to Articles V and VI. AT&T shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by AT&T pursuant to Article IV.
- 1.39 "PSAP" means Public Safety Answering Points.
- 1.40 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.41 "Right-of-way" or "ROW" has the same meaning as set forth in Appendices I and J of this Agreement.
- 1.42 "Routing Point" denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.43 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

- 1.44 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.45 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.46 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.47 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.

[Reference: Matrix 4665]

- 1.48 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.49 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.50 "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 1.51 "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.52 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way

Calling/Call Transfer.

- 1.53 “Wire Center” means a building or space within a building that serves as an aggregation point on a LEC’s network, where transmission facilities and circuits are connected or switched.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.

[Reference: Joint Matrix Unresolved Issue No. 59]

2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers.

2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice.

Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

- 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is , or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Billing and Payment.
- 6.1 Dispute. If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within thirty (30) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.
- 6.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 6.3 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.

7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

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

9. Confidential Information.

9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral or visual disclosure. Notwithstanding the foregoing, all orders for Services or network elements placed by AT&T pursuant to this Agreement, and information that would constitute customer proprietary network information of AT&T end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to AT&T end users, whether disclosed by AT&T to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

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

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

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

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

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

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

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

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

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

10. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

11. Cooperation on Fraud Minimization. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information. Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user has past due charges associated with the account, for which payment arrangements have not been made with GTE, the end user's previous telephone number will not be made available to AT&T until the end user's outstanding balance has been paid.

12. Dispute Resolution.

- 12.1 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 this Agreement without litigation. Accordingly, 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 their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 12.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 12.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of 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) days of the demand for arbitration. The arbitration shall be held in [specify city]. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 12.2 directly and materially affects service to either Party's end user customers, then the period for resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 12.5 Costs. Each Party shall bear its own costs of these procedures. 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.

[Reference: Joint Matrix Unresolved Issue No. 61]

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

15. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

16. 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. In situations in

which 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.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

18. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

19. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

20. Liability and Indemnity.

20.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

20.2 End User and Content-Related Claims. Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, unbundled network elements or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands,

damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.

20.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

20.4 Limitation of Liability. Provider's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or facilities for the time period during which the Services, Unbundled Network Elements or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

20.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

21. Multiple Counterparts. This Agreement may be executed multiple counterparts, each of

which shall be deemed an original, but all of which shall together constitute but one and the same document.

22. 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 remedies that may be available at law or in equity.

23. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.

24. 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.

25. 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. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, except for holidays on which the U. S. mail is not delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE _____ Incorporated
 Attention: _____
 600 Hidden Ridge, HQ _____
 Irving, Texas 75038
 Facsimile number: _____

If to AT&T: _____
 Attention: _____

 Facsimile number: _____

26. Option to Elect Other Terms. The Parties shall comply with any final and effective FCC order which allows either or both Parties to elect terms other than those set forth in this Agreement.

[Reference: Joint Matrix Unresolved Issues No. 62]

27. Protection.

27.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

27.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

28. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, unbundled network elements or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and AT&T. Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

29. Referenced Documents. Except as otherwise provided in this Agreement, whenever any provision of this Agreement refers to a technical reference or publication, AT&T or GTE Practice, any publication of a telecommunications industry administrative or technical standard, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements addenda, or successors) of such document that was in effect at the time of execution of the Agreement, and will include the most recent version or edition (including any amendments, supplements addenda, or successors) of each document incorporated by reference into such technical reference or publication, Practice or publication of industry standards.

30. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the

applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval. Such date (i.e., five Business Days after the Parties receive the written notice of approval) shall become the “effective date” of this Agreement for all purposes.

31. Rules of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party.

32. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

33. 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.

34. 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.

35. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

36. 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 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.

37. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

38. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to AT&T or by AT&T to GTE and the transport and termination of Local Traffic between GTE and AT&T. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."

1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.

1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to AT&T and AT&T desires to purchase from GTE, or AT&T desires to provide to GTE and GTE desires to purchase from AT&T, additional services in the State, or existing Services in new locations in the State, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix B attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services. Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

2. Billing and Rates.

2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.

2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Charges for traffic that has been, for whatever reason, routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) shall be handled as a post-billing adjustment to bills rendered. Additional matters relating to billing are included in Appendix G attached to this

Agreement and made a part hereof.
[Reference: Matrix 4495]

3. Transport and Termination of Traffic.

3.1 Types of Traffic. The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. To this end, the Parties agree that there will be interoperability between their networks. Only traffic originated by the Parties' end user customers is to be exchanged. Neither Party is to send cellular traffic or traffic of any third party unless an agreement specific to that arrangement has been made.

[Reference: Matrix 4475]

3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least ten (10) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

3.3 Compensation For Exchange Of Traffic.

3.3.1 Mutual Compensation. Subject to section 3.3.2 of this Agreement, the Parties shall compensate each other for the exchange of Local Traffic in accordance with Appendix C attached to this Agreement and made a part hereof. Charges for the transport and termination of intraLATA toll, optional EAS arrangements and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

[Reference: Matrix 4465, 4470; Joint Matrix Unresolved Issues No. 3, 4]

3.3.2 Bill-and-Keep. The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, on an end office by end office basis, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may request that mutual compensation commence pursuant to section 3.3.1 of this Agreement. Furthermore, regardless of the results of any traffic study or the request of or failure to request a traffic study by either or both Parties,

either Party may terminate the Bill-and-Keep Arrangement established pursuant to this section with twelve months notice. Nothing in this section 3.3.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this section 3.3.2.

[*Reference: Joint Matrix Unresolved Issues No. 5; Note: The figure for triggering mutual compensation is 65% for California only.*]

3.4 Tandem Switching Services. The Parties will provide tandem switching services to each other as follows:

3.4.1 GTE. GTE will provide tandem switching at GTE access tandems for traffic between AT&T and GTE end offices subtending the GTE access tandem, as well as for traffic between AT&T and non-GTE end offices subtending GTE access tandems. By transporting traffic to a non-GTE end office(s) via a GTE tandem, AT&T assumes responsibility for compensation to GTE for all tandem switched traffic between AT&T and the non-GTE end office(s). This responsibility may be fulfilled either by payment by AT&T to GTE for all tandem switched traffic between AT&T and the non-GTE end office(s) or by an agreement between AT&T and the non-GTE end office LEC pursuant to which GTE is expressly made a third party beneficiary and GTE would receive compensation from either AT&T or the non-GTE end office LEC, depending upon which entity originated the traffic. By transporting traffic to non-GTE end offices via a GTE tandem, AT&T assumes responsibility for compensation to the non-GTE end office company. GTE will bill AT&T for each minute of use AT&T generates that is tandem-switched. The applicable rate for this charge is identified in Appendix C.

[*Reference: Matrix 4500, 4555*]

3.4.2 AT&T. AT&T may provide tandem switching services to GTE, subject to section 3.5 of this Agreement. At such time as AT&T has the actual capability of providing such tandem switching services, GTE agrees to negotiate POI and mutual compensation agreements for traffic to and from AT&T's tandem switch.

[*Reference: Matrix 4475, 4480*]

3.4.3 Services Provided. Tandem switching services provided pursuant to this section 3.4 shall include the following:

- (a) signaling;

- (b) screening and routing;
- (c) recording;
- (d) access to AIN functionality, in accordance with the terms and conditions of Article IV and Article VI of this Agreement;
- (e) access to operator services and directory assistance, in accordance with the terms and conditions of Article V and Article VII of this Agreement;
- (f) support of all trunk interconnections;
- (g) access to PSAPs, in accordance with the terms and conditions of Article VII of this Agreement; and
- (h) transit of traffic to and from third parties in accordance with the terms and conditions of this section.

[Reference: Matrix 4550]

- 3.5 Inter-Tandem Switching. The Parties agree that they will not use inter-tandem switching for the transport and termination of traffic originating on each other's network. The Parties may, however, use inter-tandem switching for the transport and termination of traffic originating on each other's network at and after such time as either (i) AT&T has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof or (ii) generally accepted industry signaling standards and AMA record standards support the recognition of multiple tandem switching events.

[Reference: Matrix 4545; Joint Matrix Unresolved Issue No. 43]

4. Direct Network Interconnection.

- 4.1 Network Interconnection Architecture. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof.

- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.

[Reference: Matrix 4415, 4420, 4425, 4490]

(a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility meet-point at a designated manhole or junction location. The meet point is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

[Reference: Matrix 4460]

(b) A Virtual EIS or physical collocation arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

(c) A special access arrangement and/or switched transport terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.[Reference: Matrix 4120, 4125, 4400, 4405, 4435, 4440, 4445, 4450; Joint Matrix Unresolved Issues No. 40, 41]

4.1.2 Virtual EIS and physical collocation arrangements are governed by appropriate GTE tariffs. Except as provided in Article IX, section 1.3, GTE shall not permit direct connections (optical patch panel) or cross-connection ("DSX") between any Virtual EIS or physical collocation arrangements at the same wire center location. However, this Agreement does not preclude AT&T from acquiring GTE special access service to connect a Virtual EIS or physical collocation arrangement to a distant GTE wire center or connect between Virtual EIS or physical collocation arrangements in different wire centers.

4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the POI and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. AT&T will charge flat rated transport to GTE for AT&T facilities used by GTE. AT&T will apply charges based on the lesser of; (i) the airline mileage from the POI to the AT&T switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Virtual EIS or Physical Collocation: GTE will charge Virtual EIS or physical collocation rates from the applicable GTE tariff. AT&T will charge GTE flat

rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. AT&T will apply charges based on the lesser of; (i) the airline mileage from the POI to the AT&T switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

- 4.2.3 Special Access and/or Switched Access: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.

[Reference: Matrix 4430, 4455; Joint Matrix Unresolved Issue No. 3]

4.3 Trunking Requirements.

- 4.3.1 GTE shall make available to AT&T trunks over which AT&T shall terminate to end users of GTE-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of AT&T-provided Exchange Services.

[Reference: Matrix 4485]

- 4.3.2 AT&T shall make available to GTE trunks over which GTE shall terminate to end users of AT&T-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.

[Reference: Matrix 4485]

- 4.3.3 AT&T and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. AT&T and GTE agree to work cooperatively to agree on network trunking within sixty (60) days following full execution of this Agreement. AT&T and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from AT&T to terminate interLATA calls and to provide Switched Access Service to IXCs.

[Reference: Matrix 4485, 4495]

- 4.3.4 Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service

providers that directly subtend the access tandem. In no event shall either Party route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.

[Reference: Matrix 4495]

- 4.3.5 AT&T and GTE will reciprocally provide PLU factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks.

[Reference: Matrix 4485]

- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.

[Reference: Matrix 4125, 4420, 4425]

- 4.3.7 AT&T and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

- 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.

5. Indirect Network Interconnection. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement.

6. Number Resources.

- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact AT&T's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by AT&T shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to AT&T. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. AT&T shall not request number resources to be assigned to any GTE switching entity.

[Reference: Matrix 2215, 2220, 2225, 2230, 2240, 2250, 2255, 3230, 3240, 4745]

- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, AT&T shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center.

- 6.3 Routing Points. AT&T will also designate a Routing Point for each assigned NXX code. AT&T may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively AT&T may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by AT&T within an existing GTE exchange area. AT&T shall use diligent efforts to designate at least one Routing Point in GTE's exchange area for all NPA-NXXs associated with GTE's Rate Centers.

- 6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall execute a nondisclosure agreement to protect AT&T proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator.

[Reference: Matrix 4740, 4745, 4750, 4755, 4760, 4765, 4770, 4775]

- 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing

Guide (“LERG”) guidelines to recognize and route traffic to the other Party’s assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability. Each Party shall provide the other Party with service provider number portability for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide its Service Provider Number Portability Service (“SPNP”) to AT&T using remote call forwarding (“RCF”). The GTE rates for SPNP service using RCF are set out in Appendix D attached to this Agreement and made a part hereof. If AT&T wishes to use Direct Inward Dialing (“DID”) to provide SPNP to its end users, AT&T may purchase DID service from GTE at the wholesale rate set out in Appendix E attached to this Agreement and made a part hereof. AT&T shall provide SPNP service to GTE in the manner and at the rates specified for AT&T in Appendix D.

[Reference: Matrix 2235, 2260, 2265, 2270, 2275, 3230, 4780, 4785; Joint Matrix Unresolved Issues Nos. 6, 48]

8. Meet-Point Billing.

- 8.1 Meet-Point Arrangements.

- 8.1.1 AT&T may establish Meet-Point Billing (“MPB”) arrangements with GTE in order to provide Switched Access Services to third parties (or to AT&T if acting as an IXC) via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable AT&T to sub-tend the GTE access tandem(s) nearest to the AT&T Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, AT&T shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.

- 8.1.3 Interconnection for the MPB arrangement shall occur at the POI.

- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.

- 8.1.5 AT&T and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or

provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

8.1.6 As detailed in the MECAB document, AT&T and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by AT&T and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record (“EMR”) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

8.1.7 AT&T and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

8.2 Compensation.

8.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by AT&T and GTE via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method.

8.2.2 Subsequently, AT&T and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by AT&T and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should AT&T prefer to change among these billing methods, AT&T shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.

9. Common Channel Signaling.

9.1. Service Description. The Parties will provide Common Channel Signaling (“CCS”) to one another via Signaling System 7 (“SS7”) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this section 9 of this Article and Appendix H attached to this Agreement and made a part hereof. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

[Reference: Matrix 4650, 4655, 4700, 4710]

9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (“ANI”), Calling Party Number (“CPN”), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (“CIP”), wherever such information is needed for call routing or billing.

9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.

9.4 Connection Through STP. AT&T must interconnect with the GTE STP(s) serving the state in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE’s 800/888 database and GTE’s LIDB shall, consistent with this section and Appendix H attached hereto, take place only through appropriate STP pairs.

[Reference: Matrix 4650, 4655, 4700, 4705, 4710; Joint Matrix Unresolved Issues No. 37, 38]

9.5 Third Party Signaling Providers. AT&T may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of AT&T in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the state in which the traffic exchange trunk groups are interconnected.

9.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency (“MF”), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity. “Equal in quality” shall mean that the Service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same Service at the same location.

ARTICLE V
RESALE OF SERVICES

1. General. The purpose of this Article V is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article V as the “Services”) that may be purchased from GTE and resold by AT&T and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling (the “Guide”), which Guide may be amended from time to time by GTE as needed. GTE shall provide reasonable advance notification to AT&T of any changes to the Guide.

2. Terms and Conditions.

2.1 Service Quality and Performance. GTE shall provide Services to AT&T that are equal in quality and performance standards to the same Services provided by GTE to its own end user customers.

2.2 Class of Service. AT&T will resell to its end user customers the same class of service as was or would be provided by GTE to that end user customer, in accordance with State requirements. For example, AT&T shall not resell GTE residential service to an end user customer for use as a business class of service.

[Reference: Matrix 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2240, 2250, 2255, 2260; Joint Matrix Unresolved Issues No. 11]

2.3 Resale to Other Carriers. Services available for resale may not be used by AT&T to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1 Local Service Request. Orders for resale of Services will be placed utilizing a standard Local Service Request (“LSR”) form. A complete and accurate LSR (containing the requisite end user information as described in the Guide) must be provided by AT&T before a request can be processed.

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

- request.
- 3.3 Letter of Authorization. A Letter of Authorization (“LOA”) will be required before resold Services will be provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than AT&T. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and AT&T, provided, however, that AT&T complies with the requirements for a signed LOA from the end user as specified in Section 3.4 when requesting information from GTE end user customer accounts.
- 3.4 Services Ordered. AT&T shall specify each specific GTE Service ordered for each AT&T end user customer: i.e., GTE will not transfer Services “as is.” GTE will not release information to AT&T on GTE end user customer accounts unless AT&T first provides to GTE a written Letter of Authorization, signed by the end user customer, authorizing the release of such information to AT&T.
- 3.5 Nonrecurring Charges. AT&T shall be responsible for the payment of all nonrecurring charges (“NRCs”) applicable to resold Services. NRCs applicable to each of the Services available for resale are listed in Appendix E.
- 3.6 Transfers Between AT&T and Another Reseller of GTE Services. When AT&T has obtained an end user customer from another reseller of GTE services, AT&T will inform GTE of the transfer by submitting a standard LSR to GTE. Such LSR must contain the code of the displaced reseller, indicating that AT&T has advised the displaced reseller that the end user has chosen AT&T as their new local service provider.
- 3.7 Responsibility for Payment. All charges for Services provided for resale under this Agreement will be billed to AT&T, including all applicable taxes and surcharges, as well as the End User Common Line (“EUCL”) Charge from GTOC Tariff FCC No. 1. AT&T is responsible for payment of charges billed, regardless of any billing arrangement or situation between AT&T and its end user customer.
- 3.8 Fraud. AT&T assumes responsibility for all fraud associated with its end user customers and accounts. GTE takes no responsibility, will not investigate and will make no adjustments to AT&T’s account in cases of fraud.
- [Reference: Matrix 5130, 5190, 5530, 5700]
- 3.9 Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end users, monthly billing to AT&T does not include local calling detail.
- 3.10 Customer Contact and Referral. AT&T will provide GTE with an 800-number for referral of inquiries from AT&T end user customers. GTE will refer to AT&T all

inquiries or other calls from AT&T's end user customers. GTE will also provide AT&T with an 800-number for referral of inquiries from GTE end user customers, to which AT&T will refer all inquiries or other calls from GTE's end user customers.

- 3.11 Telephone Line Number Calling Cards. Upon the affirmative request of an AT&T end user customer or by AT&T on behalf of such end user customer, and effective as of the date of such end users' subscription to AT&T services (or such later date as such request is received), GTE will cancel any telephone line number calling card issued by GTE to such customer and remove such card number from GTE's LIDB.
- 3.12 Procedures. An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Appendix G, attached hereto and made a part hereof.
4. Maintenance.
 - 4.1 Maintenance, Testing and Repair. GTE will provide repair and maintenance services to AT&T and its end user customers for resold Services in accordance with the same standards used for such services provided to GTE end user customers. GTE will not initiate a maintenance call or take action in response to a trouble report until such time as trouble is reported to GTE by AT&T. AT&T must provide to GTE all end user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the Guide.
 - 4.2 Specifics and Procedures for Maintenance. An overview of the procedures for maintenance of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Appendix G.
5. Services Available for Resale.
 - 5.1 Description of Local Exchange Services Available for Resale. Resold basic Exchange Service includes, but is not limited to, the following elements;
 - (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.
 - (b) Local Calling - at local usage measured rates if applicable to the end user customer.
 - (c) Access to long distance carriers
 - (d) Access to GTE Operator Services

- (e) Access to GTE Directory Assistance
- (f) E-911 Emergency Dialing
- (g) Access to Special Access Codes - e.g., 800, 888, 900
- (h) Listing of telephone number in appropriate "white pages" directory; and
- (i) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area

5.2 List of Services Available for Resale. The Services listed on Appendix E, attached hereto and made a part of this Agreement, are available for resale by AT&T. Subject to the limitations on resale enumerated in this Article, any new telecommunications services that GTE offers in the future at retail to customers who are not telecommunications carriers shall also be available to AT&T for resale. Additional regulations, terms and conditions relating to the Services listed on Appendix E can be found in the appropriate intrastate local, toll and access tariffs referenced in the third column of the rate list attached as Appendix E and in Article VIII of this Agreement. Terms, conditions and other matters concerning rate applications, technical parameters, provisioning capability, definitions and feature interactions contained in such tariffs are applicable to the Services offered under this Agreement and are incorporated herein by reference. Notwithstanding the foregoing, to the extent that there is a direct conflict between the terms, conditions and other matters in such tariffs and any specific provision of this Agreement, the terms and conditions in this Agreement shall control.

5.3 Rates. The wholesale rates for all Services currently available for resale are listed in Appendix E. Wholesale rates for any new telecommunications services offered in the future that are available for resale shall be determined at the time the new service is offered.

5.4 Non-Recurring Charges. Charges associated with the installation of new services or features or changes to existing services or features are identified in Appendix E. No discount applies to nonrecurring charges.

5.5 Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location.

5.6 ICB Services. Services provided by GTE to its end users established as an ICB (Individual Case Basis) service are available for resale. However, no discount applies to ICB Services.

- 5.7 Pay Phone Lines. GTE will provide COCOT Line Coin Service or Coin Line Service to AT&T for resale in those areas where GTE offers such services in its retail tariff, at the rate shown in Appendix E. These services will be provided in a nondiscriminatory manner; i.e., they will be offered to AT&T under the same terms and conditions as they are currently provided to others under tariff. At such time as GTE develops and fully implements any coin line enhancement, GTE will negotiate in good faith with AT&T to provide the additional feature. GTE will allow existing numbers to move with the end user and be reassigned.

[Reference: Matrix 5005, 5020, 5025, 5030, 5035, 5040, 5045, 5050, 5060, 5065, 5070, 5075, 5080, 5090, 5095, 5100, 5110, 5115, 5120, 5125, 5135, 5140, 5145, 5150, 5160, 5165, 5175, 5180, 5185, 5195, 5420, 5425, 5430, 5435, 5440, 5450, 5455, 5460, 5465, 5470, 5480, 5485, 5490, 5500, 5505, 5510, 5515, 5520, 5525, 5535, 5540, 5545, 5550, 5560, 5565, 5575, 5580, 5585, 5590, 5595, 5600, 5605, 5610, 5615, 5625, 5630, 5635, 5640, 5645, 5655, 5660, 5665, 5675, 5680, 5685, 5690, 5695, 5705, 5710, 5715, 5720, 5730, 5735, 5745, 5750, 5755, 5760; Joint Matrix Unresolved Issues Nos. 13, 15]

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

- 5.9 Operator Services. Access to GTE Operator Services for local and toll assistance (for example, call completion, busy line verification and emergency interruption) is included as an element of Exchange Services offered for resale. AT&T will be billed in accordance with rates included in Appendix E. GTE will provide its existing operator service to AT&T at parity with the service GTE's end users receive.

[Reference: Matrix 2490, 2505, 2510, 2515, 2530, 2485, 2515, 2525, 2535, 2540, 2545, 2560, 2565, 2570, 2575, 2585, 2590, 2595, 2600; Joint Matrix Unresolved Issues No. 17]

- 5.10 Directory Assistance. Access to GTE Directory Assistance is included as an element of Exchange Services offered for resale (e.g., 411 calls will be routed to GTE's DA operator centers). AT&T will be billed in accordance with rates included in Appendix E. GTE will provide its existing directory assistance service to AT&T at parity with the service GTE's end users receive.

[Reference: Matrix 2295, 2300, 2305, 2310, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2400, 5120]

ARTICLE VI
UNBUNDLED NETWORK ELEMENTS

1. General. The purpose of this Article VI is to define the unbundled network elements that may be leased by AT&T from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling. Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix G.
2. Unbundled Network Elements.
 - 2.1 Categories. There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
 - (a) Network Interface Device or NID
 - (b) Loop Elements
 - (c) Port Elements
 - (d) Transport Elements
 - (e) Signaling Elements
 - (f) Call-Related Databases
 - (g) Data Switching
 - (h) Digital Cross Connect System (DCS)

[Joint Matrix Unresolved Issue No. 30]
 - 2.2 Prices. Individual unbundled network elements and prices are identified on Appendix F attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix F. The port element consists of two components, termination and usage (i.e. minutes of use). Additional switch features may be leased in bulk at a price to be agreed upon by the Parties, or switch features may be purchased individually as Services pursuant to Article V.

2.3 Interconnection to Unbundled Elements. AT&T may lease and interconnect to whichever of these unbundled network elements AT&T chooses, and may combine these unbundled elements with any facilities or services that AT&T may itself provide or that are provided by another carrier, pursuant to the following terms:

2.3.1 Interconnection shall be achieved via expanded interconnection/collocation arrangements AT&T shall maintain at the wire center at which the unbundled services are resident.

2.3.2 Each loop or port element shall be delivered to the AT&T collocation arrangement over a loop/port connector applicable to the unbundled services through other tariffed or contracted options.

2.3.3 AT&T shall combine unbundled network elements with its own facilities or facilities provided by another carrier. GTE will not recombine for AT&T unbundled network elements leased from GTE to permit AT&T to bypass GTE's resale offerings.

[Reference: Matrix 4005, 4010, 4015, 4020; Joint Matrix Unresolved Issues No. 31, 32]

2.4 Service Quality. To the degree possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled network element. Notwithstanding the foregoing, GTE shall not be responsible for impacts on service attributes, grades of service, etc. resulting from AT&T's specific use of or modifications to any unbundled network element.

3. Network Interface Device.

3.1 Direct Connection. AT&T shall be permitted to connect its own Loop directly to GTE's Network Interface Device or NID in cases in which AT&T uses its own facilities to provide local service to an end user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, AT&T shall follow the procedures in Sections 3.1.1 and 3.1.2 below.

[Reference: Matrix 4025]

3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, AT&T must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. AT&T 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, AT&T must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If AT&T cannot gain access to the cable termination block, AT&T must make a clean cut at the closest point to the cable termination block. At AT&T's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. AT&T will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

[Reference: Matrix 4040]

- 3.1.3 GTE agrees to offer NIDs for lease to AT&T but not for sale. AT&T may remove GTE identification from any NID which it connects to an AT&T loop, but AT&T may not place its own identification on such NID.

[Reference: Matrix 4025, 4035]

- 3.2 NID to NID Connection. Rather than connecting its loop directly to GTE's NID, AT&T may also elect to install its own NID and effect a NID to NID connection to gain access to the end user's inside wiring.

- 3.3 Removal of Cable Pairs. Removal of existing cable pairs required for AT&T to terminate service is the responsibility of AT&T.

[Reference: Matrix 4045]

- 3.4 Maintenance. GTE remains responsible for the maintenance of any NID leased pursuant to this Agreement.

[Reference: Matrix 4050]

4. Loop Elements.

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

- 4.2 Categories of Loops. There are three general categories of loops:

- 4.2.1 “2-wire analog voice grade” loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This loop is commonly used for local dial tone service;
 - 4.2.2 “4-wire analog voice grade” loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions;
 - 4.2.3 “DS-3” loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels.
- 4.3 Loops for Digital Services. AT&T may also lease 2-wire or 4-wire Loops that have been conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL and DS-1 level signals, subject to the limitations indicated in Sections 4.6 and 4.7. The price for such conditioned Loops shall be the price for the basic 2-wire or 4-wire loop, as applicable, that is listed in Appendix F, plus the applicable charge for the special conditioning as provided for in the appropriate GTE intrastate special access tariff. Prices for DS-3 grade Loops are the prices set forth in the appropriate GTE intrastate special access tariff.
- [Reference: Matrix 4060]
- 4.4 Features, Functions, Attributes, Etc.. To the degree possible, all transport-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals that apply to the bundled services will apply to unbundled loops.
- 4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. AT&T will be required to provision a loop testing device either in its CO, Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by AT&T.
 - 4.4.2 All Loop facilities furnished by GTE on the premises of AT&T’s end users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.
 - 4.4.3 GTE will provide loop transmission characteristics to AT&T end users which are

equal to those provided to GTE end users.

[Reference: Matrix 4065]

- 4.4.4 If AT&T leases loops which are conditioned to transmit digital signals, as a part of that conditioning, GTE will test the loop and provide recorded test results to AT&T. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to AT&T at time the trouble ticket is closed in the same manner as GTE provides to itself and its end users.

[Reference: Matrix 4021; Joint Matrix Unresolved Issues No. 25]

- 4.4.5 GTE will design its loop feeder network within industry designed parameters.

[Reference: Matrix 4105]

- 4.5 Digital Loop Carrier. Where GTE utilizes integrated digital loop carrier (“IDLC”)* technology to provision the Loop element, GTE will take the necessary affirmative steps to provide unbundled Loops. The basic Loop provided will support voice grade services. Loop capabilities beyond voice grade (i.e., ISDN, ADSL, etc.) will be provided under the terms and conditions, and at the prices indicated in Section 4.3.

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

- 4.5.1 GTE will permit AT&T to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements AT&T maintains at a GTE wire center for the purpose of interconnecting to unbundled Loop elements.

- 4.6 Unbundled Loop Facility Certification.

- 4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled 2-wire analog voice grade loops leased from GTE, AT&T shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if AT&T deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described above, GTE will so inform AT&T and AT&T

shall not be permitted to deploy such service enhancing copper cable technologies. GTE will charge AT&T the applicable Unbundled Local Loop Facility Certification Fee.

- 4.6.2 If AT&T fails to notify GTE of its plans to deploy service enhancing copper cable technology and obtain prior certification from GTE of the facilities, if AT&T's deployment of such technology is determined to have caused interference with existing or planned copper cable loop transport technologies deployed by GTE in the same cable sheath, AT&T will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all incurred expense related to this interference.

4.7 Unbundled Loop Facility Notification.

- 4.7.1 GTE reserves the right to deploy within its network at its sole discretion any and all copper cable loop transport technologies. If GTE plans to deploy copper cable loop transport technology within a cable sheath in which such technology was not previously deployed, GTE will provide notice to AT&T of such planned deployment, indicating all service enhancing copper cable technologies that would cause interference with the technology to be deployed, or that would be interfered with by the deployment of such technology. Such notice will be provided at least ninety (90) days in advance of the planned deployment. If AT&T has deployed any technologies within the same cable sheath that would interfere with, or be interfered with, by the technology GTE plans to deploy, AT&T shall remove such interfering technology.
- 4.7.2 If AT&T fails to comply with GTE's notification and remove the interfering technology, and AT&T's deployment of such technology is determined to have actually caused interference with the copper cable loop transport technologies deployed by GTE in the same cable sheath, a second notification will be sent to AT&T. If AT&T fails to comply with such second notification by immediately removing such service enhancing copper cable technology, GTE will take the necessary action to isolate the interfering technology from its network. In that event, AT&T shall reimburse GTE for all incurred expense related to these activities.

4.8 Subloops.

- 4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a bona fide request, when technically feasible and when AT&T pays the cost of such separate provision.

[*Reference: Joint Matrix Unresolved Issue No. 33, 63*]

4.8.1.1 GTE shall provide subloops elements from the mandated point of termination (“MPOT”) to an existing GTE point of demarcation at the wire center/central office.

[Reference: Matrix 4055]

4.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and AT&T.

[Reference: Matrix 4075, 4100, 4105, 4110]

4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and AT&T. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

[Reference: Matrix 4085, 4090]

4.8.4 GTE will provide AT&T end users with loop transmission characteristics equal to that provided to GTE end users.

[Reference: Matrix 4065, 4085, 4090, 4095]

5. Port Elements.

5.1 Service Description. “Port” is an unbundled component of Exchange Service that provides for the interconnection of individual loops to the switching components of GTE’s network. In general, it is a line card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user’s Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. Each port is typically associated with one (or more) telephone number(s), which serve as the end user’s network address.

5.2 Types of Ports. There are two basic types of port services, line-side and trunk-side, each of which provide certain types of functions;

5.2.1 Line-side Ports provide the following types of functions;

On-hook and off-hook detection
Dial tone

Digit reception and interpretation (dial pulse or dual tone multi frequency)
Network call routing to the called telephone number
Audible ringing and power ringing
Automatic message accounting (AMA) recording
Disconnect detection
Access to GTE switch based services and functions

5.2.2 Trunk-side Ports provide the following types of functions;

Digit pulsing (DP), dual tone multi frequency (DTMF) and multi frequency (MF)
Digit reception and interpretation
Network routing toward terminating telephone number
Answer detection and supervision signaling
Access to GTE switch based services and functions

5.3 Ports Available as Unbundled Network Elements. There are four types of Ports available as unbundled network elements;

5.3.1 “2-wire analog line” Port is a line side switch connection employed to provide basic residential and business type Exchange Service.

5.3.2 “2-wire ISDN digital line” Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

5.3.3 “DS-1 digital trunk” Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

5.3.4 “4-wire ISDN digital DS-1 trunk” Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services

5.4 Port Prices. Prices for 2-wire analog and DS-1 Ports are listed in Appendix F. 2-wire ISDN line side Ports and 4-wire ISDN trunk side Ports shall be provided at a price agreed to by the Parties.

5.5 Future Interfaces. GTE will make available as unbundled network elements any interfaces that are deployed within its switches and which it provides to its own end user customers. GTE will interface with AT&T using standard industry interfaces and support future interfaces that are deployed within the GTE switch.

[Reference: Matrix 4530]

5.6 Switch Features and Functionality. As provided in section 2.2 of this Article VI, the port element consists of two components: (i) termination (*i.e.*, access to the switch), and (ii)

usage. Individual switch features are not part of the port element. GTE's unbundled local switch contains features and functions inherent to the particular switching platform used (e.g., DMS, 5ESS, GTD5). GTE will only provide switch features of which the particular switch is capable. However, GTE will not offer individual core switch functions and features on an *a la carte* basis.

[Reference: Joint Matrix Unresolved Issue No. 34]

6. Transport Elements.

6.1 Service Description. Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or functionally comparable piece of equipment in a GTE end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a GTE end office or access tandem, or (ii) a meet point with transport facilities of AT&T or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility.

6.2 Categories/Types. Unbundled transport is provided under rates, terms and conditions of the applicable GTE special access tariff or local private line tariff.

7. SS7 Transport and Signaling. SS7 signaling and transport services in support of AT&T's local exchange services shall be provided in accordance with the terms and conditions of Appendix G attached to this Agreement and made a part hereof.

7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.

[Reference: Matrix 4650, 4655, 4660, 4700, 4705; Joint Matrix Unresolved Issues No. 37]

8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

[Reference: Matrix 2475, 4655, 4705, 4710; Joint Matrix Unresolved Issues No. 30]

9. Database 800/888 Services. Access to GTE's 800/888 database shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

[Reference: Matrix 4655, 4705, 4710; Joint Matrix Unresolved Issues No. 30, 69]

10. Data Switching

10.1 Access. GTE will provide unbundled access to GTE data switches to AT&T at the user network interface (“UNI”) and network to network interface (“NNI”) level subject to mutual agreement on technical standards.

[Reference: Matrix 4560]

10.2 Parity. Data switching features and functionalities provided to AT&T will be at parity with those GTE provides to GTE end users. In the event of overflow or congestion conditions on the data switching network, AT&T's data traffic carried on GTE facilities will be equal priority to GTE data traffic.

[Reference: Matrix 4565, 4575]

10.3 Interface. To the extent a standard interface is available in a GTE switch, it will be made available to AT&T.

[Reference: Matrix 4570]

10.4 Testing, Monitoring, Administration and Maintenance. Testing, monitoring, administration and maintenance will be performed by GTE in a nondiscriminatory manner.

[Reference: Matrix 4580]

11. Digital Cross Connect System (DCS)

11.1 Access. GTE will provide unbundled access to the DCS element, which shall provide automated cross-connection (with CNC), facility grooming, bridging (MJU-digital), point to multipoint connections (DMB-analog), broadcast and automated facility test capabilities. These functionalities will be provided consistent with that which is provided to GTE end users. AT&T shall submit a service order to GTE specifying these functionalities.

[Reference: Matrix 4590]

11.2 Optional Characteristics. The DCS element may include multiplexing, format conversion, signaling conversion and manual cross connection wiring.

[Reference: Matrix 4595]

11.3 Alternate Provisioning. Where no automated DCS capability exists, the cross connection function will be provided manually through the combination of DSX patch panels and D4 banks or DS0 (or higher capacity) equipment.

[Reference: Matrix 4600]

11.4 Elements. AT&T will have access to the following DCS elements:

- (a) DS0 with DS1 interface (CNC)
- (b) DS1/VT1.5 with DS1, DS3 and SONET interfaces (CNC and Titan 5500)

[Reference: Matrix 4605]

11.5 Capabilities. The DCS elements will provide the following capabilities:

- (a) Real-time configuration (with CNC)
- (b) Real-time access to integrated test equipment (with React and Customer Service)
- (c) SONET asynchronous gateway functionality (with Titan 5500 only)
- (d) Compliance with Bellcore and industry standards.

[Reference: Matrix 4610]

11.6 Protection and Performance. The unbundled DCS elements provided to AT&T will have equipment/interface protection, redundant power supply and/or battery backup and performance/availability consistent with that provided to GTE end users.

[Reference: Matrix 4615]

11.7 Provisioning, Administration and Maintenance. GTE will provide provisioning, administration and maintenance of the DCS elements at parity with GTE as well as real time access to performance monitoring and alarm data affecting AT&T traffic (with CNC). GTE is not required to keep software updated to the "current available release" in every instance.

[Reference: Matrix 4620]

12. Advanced Intelligent Network Access (AIN). GTE will provide AT&T access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or AT&T's local switch.

[Reference: Joint Matrix Unresolved Issues No. 35, 36]

13. Nondiscrimination Provision and Support. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests. GTE will provide

unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as GTE provides to itself.

[*Reference:* Matrix 4790; Joint Matrix Unresolved Issues No. 27, 28]

14. Liability. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests.

14.1 Time Frame. No specific time frame or deployment plan shall be imposed on GTE for offering unbundled network elements, nor shall remedial measures be levied against GTE.

[*Reference:* Joint Matrix Unresolved Issues No. 28]

ARTICLE VII
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements. When an end user customer transfers service from GTE to AT&T, or from AT&T to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request, a referral announcement on the original telephone number. This announcement will provide the new number of the customer.

2. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

2.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.

2.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.

2.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.

3. 911/E911 Arrangements.

[Reference: 4720]

3.1 Description of Service. AT&T will install a minimum of two dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which AT&T provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide AT&T with the appropriate CLLI codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP. If an AT&T central office serves end users in an area served by more than one GTE 911/E911 selective router, AT&T will install a minimum of two dedicated trunks in accordance with this section to each of such 911/E911 selective routers.

[Reference: Matrix 4505]

- 3.2 Transport. If AT&T desires to obtain transport from GTE to the GTE 911 selective routers, AT&T may purchase such transport from GTE at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.
- 3.3 Cooperation and Level of Performance. The Parties agree to provide access to 911/E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of AT&T's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to AT&T showing the correlation of its rate centers to its E911 tandems.

[Reference: 2690, 4720, 4730]

- 3.4 Updates to MSAG. It shall be the responsibility of AT&T to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on AT&T's Local Service Request ("LSR") or via a separate feed established by AT&T pursuant to section 3.5 of this Article.

[Reference: 2695, 2700, 4735]

- 3.5 Updates to Database. GTE and AT&T will work together to develop the process by which the 911/E911 database will be updated with AT&T's end user 911/E911 information.

[Reference: 4725, 4735]

- 3.6 Compensation. In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining AT&T's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from AT&T only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge AT&T a portion the cost of the shared 911/E911 port.

[Reference: Matrix 3220]

4. Information Services Traffic.

- 4.1. Routing. Each Party shall route traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local/IntraLATA trunks.

- 4.2 Recording. The Party on whose network the information services traffic originated (the “Originating Party”) shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the “Terminating Party”).
- 4.3 Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party’s end users pursuant to the Terminating Party’s agreements with each information provider.
- 4.4 Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:
- (a) a mutually agreed upon fee for providing billing and collection of the information service charges; and
 - (b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party’s billing and collection agreement with the applicable information services provider; and
 - (c) any customer adjustment provided by the Originating Party.
- 4.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
5. Directory Assistance (DA) and Operator Services. Where AT&T is providing local service with its own switch, upon AT&T’s request GTE will provide to AT&T GTE directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If AT&T so requests directory assistance services and/or operator services, such contracts shall provide for the following:
- 5.1 Directory Assistance Calls. GTE directory assistance centers shall provide number and addresses to AT&T end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit (“ARU”), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to AT&T end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to AT&T end users consistent with the service provided to GTE end users.
- [Reference: Matrix 2295, 2300, 2305, 2310, 2315, 2325, 2330, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2400; Joint Matrix Unresolved Issue Nos. 21, 41.
Note: call completion available in TX, MO and AR 7/1/96; call completion is not, and

will not be, available in IA, NM and AZ.]

- 5.2 Operator Services Calls. GTE operator services provided to AT&T end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to AT&T end users collect, person-to-person, station-to-station calling, third party billing, emergency call assistance, TLN calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE will not provide the ability to quote AT&T rates. GTE will provide its existing services to AT&T end users consistent with the service provided to GTE end users.

[Reference: Matrix 2510, 2485, 2495, 2515, 2520, 2525, 2535, 2545, 2550, 2555, 2560, 2570, 2575, 2585, 2590, 2595; Joint Matrix Unresolved Issue No. 41]

6. Directory Assistance Listings. GTE shall accept listings for AT&T end users in the same geographic area as GTE provides directory assistance for GTE end users. AT&T agrees to supply GTE, on a regularly scheduled basis and in the format utilized by GTE (*i.e.*, a separate feed from the LSR process), with such listings. Updating priority of GTE directory assistance data base with AT&T end user listings will occur consistent with updating with GTE end user listings.

[Reference: Matrix 2510, 2485, 2495, 2515, 2520, 2525, 2535, 2545, 2550, 2555, 2560, 2570, 2575, 2585, 2590, 2595; Joint Matrix Unresolved Issue No. 41]

7. Directory Listings and Directory Distribution. Subject to execution of a separate agreement between AT&T and GTE (the "Directories Agreement") in the standard form set forth in Appendix K, GTE shall offer the following to AT&T:

- 7.1 Directory Listings (White Pages). AT&T's end users' primary listings shall be included in the appropriate GTE white pages directory at no charge to AT&T or AT&T's end users. Foreign listings will be charged to AT&T at tariffed or mandated discount rates.

[Reference: Matrix 2405, 3165]

- 7.2 Directory Listings (Yellow Pages). AT&T's business end users' listings also will receive a single standard listing in all appropriate GTE "yellow pages" or classified directories under the classified heading that most accurately reflects the nature of the end user's business at no charge to AT&T or AT&T's business end users for this listing. GTE will supply AT&T with a list of authorized classified headings. AT&T agrees to supply GTE, on a regularly scheduled basis and in the format utilized by GTE, with a classified heading assignment for each AT&T end user who wishes to receive this listing.

[Reference: Matrix 2450, 3165]

- 7.3 Listing Information. AT&T agrees to supply GTE, on a regularly scheduled basis and in the format utilized by GTE, all listing information for AT&T end users who wish to be listed in the white pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code) and telephone numbers. GTE shall employ the listing information for the production of GTE-published white and yellow page directories and for other reasonable purposes. Listing inclusion in a given directory will be in accordance with directory configuration, scope, and schedules established by GTE.

[Reference: Matrix 3175]

- 7.4 Directory Distributions. Directories will be provided to AT&T's end users in accordance with the Directories Agreement. More specifically, GTE will not charge AT&T or AT&T's end users for annual distribution of directories. GTE will charge AT&T for secondary distribution of directories, including distribution to new AT&T end users, at the same rate GTE is charged for such secondary distribution. Currently, GTE is charged \$2.49 per directory volume for secondary distribution. AT&T will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

[Reference: Matrix 2410; Joint Matrix Unresolved Issue No. 22. Note: The second to the last sentence of this provision should be deleted in the California agreement.]

- 7.5 Critical Customer Contact Information. GTE will list in the information pages of the appropriate white pages directories AT&T's critical customer contact numbers (*i.e.*, business office, repair service, billing) at no charge to AT&T in accordance with the terms and conditions in the Directories Agreement. GTE shall list Competitive Local Exchange Carrier critical customer contact information on an alphabetical basis.

[Reference: Matrix 2415, 3155]

- 7.6 Promotional, Marketing or Description of Services Materials. In addition to the provisions set forth in Appendix K, at its option AT&T may purchase one page in GTE white pages directories for inclusion of AT&T promotional, marketing or description of services materials, for which AT&T shall be charged sixty-five percent (65%) of the Yellow Pages full page advertising rate then in effect for the specific directory. AT&T brands and logos may appear only on this page of GTE white pages directories.

[Reference: Matrix 2420, 2425; Joint Matrix Unresolved Issue No. 29.]

8. Busy Line Verification and Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (“BLV”) and Busy Line Verification and Interrupt (“BLVI”) services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party’s operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in Appendix E, or if there is no applicable rate listed in Appendix E, at the rates in their respective tariffs.

[Reference: Matrix 2530]

ARTICLE VIII
GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, as referenced in the third column of Appendix E (the "GTE Retail Tariff"), apply to retail services made available by GTE to AT&T for resale and unbundled network elements provided by GTE to AT&T, when appropriate, unless otherwise specified in this Agreement. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "AT&T" as defined in this Agreement.
2. Liability of GTE.
 - 2.1 Inapplicability of Tariff Liability. GTE's general liability, as described in the GTE Retail Tariff, does not extend to AT&T's customers or any other third party. Liability of GTE to AT&T resulting from any and all causes arising out of services, facilities, network elements or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to GTE. GTE shall be liable for the individual services, facilities or elements that it separately provides to AT&T and shall not be liable for the integration of components combined by AT&T.
 - 2.2 AT&T Tariffs or Contracts. AT&T shall, in its tariffs or other contracts for services provided to its end users using services, facilities or network elements obtained from GTE, provide that in no case shall GTE be liable to AT&T's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by AT&T of the possibility of such damages and AT&T shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with AT&T's end users.
 - 2.3 No Liability for Errors. GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to AT&T for any ongoing AT&T service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, AT&T shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including AT&T's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures. If AT&T submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end user notifies GTE that the end user did not authorize AT&T to provide local exchange services to the end user, AT&T must provide GTE with written documentation of authorization from that end user within three (3) Business Days of notification by GTE. If AT&T cannot provide written documentation of authorization within such time frame, AT&T must within three (3) Business Days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to AT&T was made; and
- (b) provide any end user information and billing records AT&T has obtained relating to the end user to the LEC previously serving the end user; and
- (c) notify the end user and GTE that the change back to the previous LEC has been made; and
- (d) pay GTE fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.

3.2 Option to Restrict Changes Without Evidence of Authorization. AT&T's or GTE's end users may request GTE to permit changes of their provider of local exchange services only upon end user password-based notification to GTE that the end user wishes to change the end user's provider of local exchange services. In such a situation, GTE will not change an end user's provider of local exchange services without such password based notification.

4. Impact of Payment of Charges on Service. AT&T is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If AT&T fails to pay when due any and all charges billed to AT&T under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, GTE shall notify AT&T in writing that it must pay all Unpaid Charges to GTE within seven (7) Business Days. If AT&T disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, immediately pay to GTE all undisputed charges, and shall pay disputed charges into an interest bearing escrow account. If AT&T and GTE are unable, within

thirty (30) days thereafter, to resolve issues related to the disputed charges, then either AT&T or GTE may file a complaint with the Commission to resolve those issues. The Commission may direct the release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to GTE and or AT&T. If AT&T fails to pay any undisputed Unpaid Charges, AT&T shall, at its sole expense, within five (5) Business Days notify its end users that their service may be disconnected for AT&T's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If AT&T fails to provide such notification or any of AT&T's end users fail to select a new provider of services within the applicable time period, GTE will provide local exchange services to AT&T's end users under GTE's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to AT&T's end user, but will be assessed to AT&T. GTE may discontinue service to AT&T upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to AT&T or AT&T's end users in the event of such disconnection.

5. Unlawful Use of Service. Services, facilities or unbundled elements provided by GTE pursuant to this Agreement shall not be used by AT&T or its end users for any purpose in violation of law. AT&T, and not GTE, shall be responsible to ensure that AT&T and its end users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to AT&T or disconnect particular services, facilities or unbundled elements provided under this Agreement to AT&T or, as appropriate, AT&T's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to AT&T, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of AT&T and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.

6. Timing of Messages. With respect to measured rate local service or other usage sensitive services provided under this Agreement, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix G. All costs and expenses for any new or modified

electronic interfaces AT&T requires that GTE determines are technically feasible and GTE agrees to develop will be paid by AT&T. The schedule for implementation of any new or modified electronic interfaces will be developed by GTE according to industry standards and will be based upon the amount of work needed to design, test and implement the new or modified interface.

[*Reference*: Joint Matrix Unresolved Issue No. 44]

8. Customer Contacts. Except as otherwise provided in this Agreement or as agreed to in a separate writing by AT&T, AT&T shall provide the exclusive interface with AT&T's end user customers in connection with the marketing or offering of AT&T services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with AT&T's end users, either orally (in person or by telephone) or in writing, such personnel shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to AT&T end users shall bear no corporate name, logo, trademark or trade name other than AT&T's. In no event shall GTE personnel acting on behalf of AT&T pursuant to this Agreement provide information to AT&T end users about GTE products or services.

ARTICLE IX
COLLOCATION

1. Physical Collocation. GTE shall provide to AT&T physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state collocation tariffs. In addition, GTE agrees that the terms and conditions set forth in this section 1 shall apply to physical collocation provided to AT&T.

[*Reference:* Matrix 4130, 4245, 4255, 4260, 4265, 4270, 4305, 4330, 4345, 4350, 4360, 4375, 4380, 4395, 4820, 4825, 4865, 4870; Joint Matrix Unresolved Issues No. 7, 49, 50, 52, 53, 54]

1.1 Space Planning. In addition to such provisions for space planning and reservation as may be set forth in the applicable GTE federal and state collocation tariffs, the parties agree to the following terms and conditions.

1.1.1 GTE has the right to reserve space within its central offices for its own use based on a 5-year planning horizon.

1.1.2 GTE will notify AT&T if it plans to build an addition to a central office where AT&T has collocated facilities, if such addition would result in a material increase of space available for collocation.

1.1.3 Should AT&T submit to GTE a two-year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with AT&T when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by GTE in its sole discretion in light of GTE requirements.

1.1.4 Subject to technical feasibility and space limitations, GTE will make available at applicable federal and state collocation tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of AT&T traffic.

[*Reference:* Matrix 4245, 4250; Joint Matrix Unresolved Issues No. 53, 54]

1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled

loops and ports shall be provided under the applicable GTE federal tariff for Switched Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.

[Reference: Matrix 4270]

- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, AT&T may interconnect with other carriers collocated at a GTE central office at which AT&T has collocated facilities; provided, however, that AT&T and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. If AT&T wants to interconnect with other carriers collocated at a GTE central office, AT&T must provide GTE with thirty days' prior written notice, during which time GTE may elect to provide the facilities necessary to accomplish such interconnection. AT&T and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Switched Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

[Reference: Matrix 4275; Joint Matrix Unresolved Issue No. 51]

- 1.4 Choice of Vendor. AT&T may use the vendor of its choice to install, maintain and repair equipment within AT&T's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of AT&T imposed under the applicable GTE federal and state collocation tariffs, including but not limited to certification and approval by GTE.

[Reference: Matrix 4280]

- 1.5 Monitoring. Subject to technical feasibility and space limitations, AT&T may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. AT&T may request that GTE provide the facilities necessary for such remote monitoring, at which time GTE and AT&T will negotiate in good faith the price, terms and conditions of remote monitoring by GTE.

[Reference: Matrix 4290, 4295, 4865, 4870]

- 1.6 Phone Service. Upon ordering collocated space, AT&T may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as GTE has completed construction of the collocated space. AT&T shall pay separately for

any ordered POTS service.

[Reference: Matrix 4300]

- 1.7 Intraoffice Diversity. At AT&T's request, GTE will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.

[Reference: Matrix 4315]

- 1.8 AT&T Proprietary Information. GTE will protect all AT&T proprietary information to the extent required under non-disclosure agreements existing as of the date GTE completes construction of a physical collocation space at AT&T's request.

[Reference: Matrix 4320]

- 1.9 Notification of Modifications. GTE will notify AT&T of modifications to collocation space in accord with the terms of applicable GTE state and federal collocation tariffs. Additionally, GTE shall notify AT&T when major upgrades are made to the power plants supporting AT&T's collocation space. The following shall constitute such major upgrades:

- (a) replacement of a rectifier;
- (b) addition or replacement of a new fusing module;
- (c) addition or replacement of a power distribution unit frame; or
- (d) addition or replacement of modular rectifiers.

[Reference: Matrix 4335]

- 1.10 Drawings. When AT&T orders collocated space, GTE and AT&T will hold a GTE/Customer meeting in accord with applicable GTE state and federal collocation tariffs. At such meeting, GTE will provide such drawings of GTE's central office facility as may be necessary to adequately depict AT&T's proposed collocation space.

[Reference: Matrix 4340, 4350, 4360]

- 1.11 Construction of Space. GTE will construct AT&T's collocation space in accord with the terms and conditions set forth in the applicable GTE state and federal collocation tariff. Additionally, GTE agrees to the following terms and conditions regarding construction of collocated space:

1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.

[Reference: Matrix 4345, 4380, 4865]

1.11.2 A standard 100 square foot cage shall have the following standard features:

- (a) eight-foot high, nine gauge chain link panels;
- (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
- (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
- (d) the cage shall be provided with one padlock set, with GTE retaining one master key;
- (e) one ac electrical outlet;
- (f) one charger circuit system;
- (g) one electrical sub-panel;
- (h) such additional lighting as may be necessary;
- (i) one fire detection requirement evaluation;
- (j) grounding for the cage consistent with COEI.

[Reference: Matrix 4345]

1.11.3 Modifications to the standard configuration set forth in section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE will work with AT&T to implement such additional modifications as may be necessary to ensure that AT&T's collocated space is protected from unauthorized access.

[Reference: Matrix 4345, 4865]

1.11.4 At such time as construction of AT&T's collocation space is approximately 50 percent completed, GTE will give AT&T notification, and such notification shall include scheduled completion and turnover dates.

[Reference: Matrix 4365]

1.11.5 Upon completion of construction of collocated space, GTE will conduct a walk through of the collocated space with AT&T. Should AT&T note any deviations from the plan agreed upon by GTE and AT&T at the customer meeting, if such deviations are due to the negligence of GTE, GTE shall correct such deviations at its own expense within 5 days.

[Reference: Matrix 4345]

1.12 Connection Equipment. AT&T may provision equipment for the connection of AT&T termination equipment to GTE equipment using either of the following methods:

1.12.1 AT&T may extend an electrical or optical cable from the terminal within AT&T's collocation cage and terminate that cable at GTE's network.

1.12.2 AT&T may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to and have GTE terminate that cable at GTE's network.

[Reference: Matrix 4355]

1.13 Access to AT&T Collocation Space. The terms and conditions of access to AT&T's collocation space shall be as set forth in applicable GTE state and federal collocation tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access:

1.13.1 GTE shall implement adequate measures to control access to collocation cages.

1.13.2 Collocation space shall comply with all applicable fire and safety codes.

1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring AT&T collocation space provided by GTE shall also be connected to a manned site. AT&T may, at its option, provide its own intrusion alarms for its collocated space.

1.13.4 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.

1.13.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal collocation tariffs.

- 1.13.6 GTE shall retain a master key to AT&T's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At AT&T's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, AT&T may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.
- 1.13.7 Not more frequently than once a year, AT&T may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal collocation tariffs. Should AT&T identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.

[Reference: Matrix 4380, 4865, 4870]

2. Virtual Collocation. Subject to section 1 of this Article, GTE will provide virtual collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state collocation tariffs. In addition, GTE agrees that the terms and conditions set forth in this section 2 shall apply to virtual collocation provided to AT&T.

2.1 Existing Virtual Collocation. If, on the effective date of this Agreement, AT&T is virtually collocated in a GTE premise, AT&T may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If AT&T elects the latter option, AT&T's request shall be treated as a new physical collocation request and AT&T shall pay GTE at the applicable tariff rates for construction and rearrangement of AT&T's equipment as well as all applicable tariffed physical collocation recurring charges.

2.2 Conversion from Physical to Virtual. Unless it is not practical for technical reasons or because of space limitations, AT&T may convert a physical collocation arrangement to a virtual collocation arrangement. AT&T's request to do so shall be treated as a new virtual collocation request and AT&T shall pay GTE at the applicable tariff rates for construction and rearrangement of AT&T's equipment as well as all applicable tariffed virtual collocation recurring charges. If AT&T elects to change to a virtual collocation arrangement pursuant to this section, GTE will not refund previous payments for physical collocation received from AT&T.

[Reference: Matrix 4245]

2.3 Vendors. Choice of vendors for equipment used for virtual collocation shall be under the terms and conditions set forth in the applicable GTE federal and state collocation tariff. Upon request by AT&T, GTE shall provide a list of locally qualified vendors approved the type of equipment to be collocated.

[*Reference*: Matrix 4280]

2.4 Inspection. Upon provision of virtual collocation by GTE, the Parties shall agree on a mutually acceptable schedule whereby AT&T may inspect the equipment in its virtual collocation space.

[*Reference*: Matrix 4825]

ARTICLE X
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, GTE and AT&T shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements. Accordingly, GTE and AT&T shall execute pole attachment and conduit occupancy agreements in the form set forth in Appendices I and J.

[*Reference*: Matrix 4135-4235; Joint Matrix Unresolved Issues Nos. 55, 56, 57, 58]

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE

AT&T

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPENDIX A
SERVICE MATRIX

Service Location
(identified by tandem
serving area)

POI
(Identified by
CLLI code)

Services
(identified by _____)

APPENDIX B
INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT

BETWEEN

GTE _____

AND AT&T _____

AMENDMENT NO. _____

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

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

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

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

- 1.
2. **Additional Services [if applicable]**
 - 2.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following services under the terms and conditions set forth in the Agreement and within the service attachment listed below and attached to this Amendment:

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

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

3. **Service Locations [if applicable]**

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

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

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

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

4. **Interpretation**

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

5. **Effect**

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

6. **Authority**

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

7. **Multiple Counterparts**

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

8. **No Offer**

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

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

GTE _____ INCORPORATED

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

APPENDIX D
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

APPENDIX E
SERVICES AVAILABLE FOR RESALE

APPENDIX F
PRICES FOR UNBUNDLED ELEMENTS

APPENDIX G
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

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

1.1 Operations Support Systems for Trunk-Side Interconnection

1.1.1 AT&T will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by AT&T 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 AT&T. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.

[*Reference: Matrix 3005*]

1.1.2 The use of CAMS to support AT&T's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NAOC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to AT&T. AT&T then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill AT&T 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 AT&T. 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 AT&T. GTE's CZTs also will contact AT&T directly to perform testing, and upon acceptance by AT&T, 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 AT&T. 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 AT&T.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

- 1.2.1 AT&T will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, AT&T will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. 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.

[*Reference: Matrix 3005*]

- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to AT&T 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 AT&T must include information relating to all existing, new and disconnected services for that

customer, including the customer's name, type of service desired, location of service and features or options the customer desires. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ALEC data. If known, the LSR should include the telephone number and due date/desired due date.

[Reference: Matrix 2655, 3080; Joint Matrix Unresolved Issue No. 24]

- 1.2.3 While AT&T would have its own customer information and the SAG/GTE products on tape from GTE, AT&T 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 AT&T. GTE itself does not have uniform access to this information electronically. Until there is agreement on electronic interfaces, AT&T has agreed that an 800 number is the method that will be used. The 800 telephone number will connect AT&T directly to GTE's NOMC service representatives. When AT&T receives a request for basic services from a new local service customer, AT&T 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, AT&T 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 AT&T sends the confirming LSR. AT&T will then return to its customer holding on the line and provide the due date and new telephone number.

[Reference: Matrix 3010, 3011, 3025]

- 1.2.4 After concluding the telephone call with the new customer, AT&T 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 AT&T through the NDM that the LSR has been processed, providing a record of the telephone number and due date. AT&T 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 AT&T 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 AT&T of the change.

[Reference: Matrix 3045]

- 1.2.5 Number assignments and due date schedules for services other than single line service will be assigned within approximately twenty-four (24) hours after GTE's receipt of the LSR using the standard Firm Order Confirmation ("FOC") report sent electronically to AT&T over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group, for which the pilot number will be provided via the 800 number process. The other numbers then will be provided through the normal electronic confirmation process.

[Reference: Matrix 3020, 3030, 3065]

- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with AT&T on a real time interface to process vanity numbers while AT&T'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 AT&T 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.

[Reference: Matrix 3015, 3016]

- 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 AT&T 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 AT&T's account is referred to as the ALEC Account. If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.

- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to AT&T a service completion report. Call records for actual service provided to AT&T'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.

[Reference: Matrix 3040]

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 AT&T for resold services and unbundled elements along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (incollect usage data will be provided on rated basis) on AT&T's accounts will be generated and transmitted electronically to AT&T. CBSS is the same system that generates GTE's own end user bill for GTE local and residual services. GTE will provide mechanized bills in EDI format, using industry standard EMR. Appropriate detailed edits and error correction, as required, will be performed.

[Reference: Matrix 1005, 1010, 1015, 1040, 1030, 1050, 1060, 1065, 1070, 1075, 1080, 1180, 1185]

1.2.10 State or sub-state level billing will include up to ten (10) summary bill accounts.

[Reference: Matrix 1055. Note: except in California where GTE will send 21 bills.]

1.2.11 GTE accepts AT&T'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.

[Reference: Matrix 1085, 1090, 1091, 1105, 1115, 1120, 1135, 1125, 1190]

1.2.12 Usage interface testing will be used between GTE and AT&T. GTE agrees to transmit test files via CONNECT: Direct. Periodic review of control procedures will be performed.

[Reference: Matrix 1195, 1200, 1205]

1.2.13 GTE will retain data backup for 45 days. AT&T shall reimburse GTE for all expenses related to this retention.

[Reference: Matrix 1210]

1.2.14 GTE and AT&T will establish a team to develop a mutually agreeable level of bill certification for local resale. GTE will work to facilitate that accurate bills will be rendered. Contingent on a mutually agreeable level of Bill Certification for local

resale, GTE will participate in an annual supplier quality certification review.

[Reference: Matrix 1020, 1025, 1035]

1.2.15 In addition to the LSR delivery process, AT&T will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE's Data Center over the NDM. GTE will sort the data containing this information and process it to GTE's directory publication company and its directory assistance bureaus.

[Reference: 2280, 2285, 2335, 3175]

1.2.16 Charges and credits for PIC changes will appear on the wholesale bill. As AT&T places a request for a PIC change via LSR, the billing will be made on AT&T account associated with each individual end user. Detail is provided so that AT&T can identify the specific charges for rebilling to their end user.

[Reference: Matrix 1045; Joint Matrix Unresolved Issues No. 23]

1.2.17 GTE will provide a displacement/out service report to AT&T whenever an end user leaves AT&T and procures service from another Local Service Provider ("LSP"). GTE will provide notification to AT&T of AT&T end user changes in long distance carriers through the normal outPIC process.

[Reference: Matrix 1225, 1230]

1.3 Standards for Service Ordering, Provisioning and Billing. GTE will provide the services described in sections 1.1 and 1.2 in a non-discriminatory manner. With respect to AT&T end users, GTE shall adhere to the same quality standards applicable to GTE's end users.

[Reference: Matrix 3105, 3110]

[Note: In accordance with the stipulation of the parties, in the California agreement Section 1 should also state that interim procedures will be determined in C.96-07-022.]

2. Maintenance Systems.

2.1 General Overview

- 2.1.1 The maintenance operations support systems which GTE will use for AT&T are essentially the same as those GTE uses to provide its own local repair service. If AT&T requires maintenance for its local service customers, AT&T will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is an AT&T customer and will then obtain the necessary information from AT&T to process the trouble report. While the AT&T 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 AT&T representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide AT&T representatives a commitment time for repair and a trouble ticket number, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. AT&T's repair service commitment times will be within the same intervals as GTE provides to its own end users.
- 2.1.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide the AT&T representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 GTE then will process all AT&T 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 AT&T becomes in jeopardy, GTE service representatives will contact AT&T by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared AT&T trouble reports, GTE service technicians will make a telephone call to AT&T directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by AT&T. If AT&T is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, AT&T may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will not provide to AT&T "on-line" access to GTE's maintenance support

systems to "status" trouble tickets and close them except by special request on a per event basis. GTE will not provide to AT&T real time testing capability on AT&T end user services. GTE will not provide to AT&T an interface for network surveillance (performance monitoring).

- 2.1.6 GTE will resolve repair requests by or for AT&T local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for AT&T using the same time parameters and procedures that GTE uses. AT&T then would call GTE's Customer Care Center or SSCC while the customers were on hold.

[Reference: Matrix 3250, 3255, 3260, 3275, 3280, 3290, 3295, 3300, 3320]

[Joint Matrix Unresolved Issue Nos. 45, 46, 47]

3. Electronic Bonding. 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. AT&T shall compensate GTE for the full costs, including but not limited to design, development, testing, implementation and deployment, for access to GTE operational support system functions.

[Reference: Joint Matrix Unresolved Issue No. 44]

APPENDIX H
SS7 SERVICES

ARTICLE 1
DEFINITIONS

In addition to the definitions contained elsewhere in the Agreement to which this Appendix H is attached and made a part, for purposes of this Appendix H the following terms shall have the following meanings.

- 1.1 "A" Link: An access signaling link that connects SPs and/or SSPs to STPs.
- 1.2 "B" Link: A bridge signaling link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
- 1.3 Compatibility Testing: Certification testing performed by representatives of GTE and AT&T to ensure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This certification testing shall be performed in accordance with the following ANSI documents:
- T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS)
 - T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS)
 - T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS)
- 1.4 Service: The service described in Article 2 of this Appendix.
- 1.5 Signaling Link: An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The link type identifies the functionality of the signaling link sets. The two link types associated with the Service are "A" Links and "B" Links.
- 1.6 Signaling Point Code (SPC): A code that identifies the Signaling Point address in the CCS network. Signaling Point Codes consist of three (3) segments of three (3) digits each, identifying the network ID, network cluster, and cluster member, respectively.
- 1.7 Signaling Point of Interface (SPOI): The point at which GTE hands off signaling information to AT&T.

ARTICLE 2 SERVICE DESCRIPTION

2.1 Provision. Subject to the terms and conditions of this Appendix, GTE agrees to provide the Service to AT&T.

2.2 Interconnection. This Agreement is for AT&T's interconnection with GTE at GTE's _____ STPs to support local exchange services. AT&T shall not submit signaling messages in support of interexchange services.

[Reference: Matrix 4650, 4655, 4700; Joint Matrix Unresolved Issue No. 37, 38]

2.3 Service. The "Service" consists of the following:

(a) Interconnection of GTE's CCS/SS7 network to AT&T's CCS/SS7 network is via an "A" Link connection between AT&T's SP or SSP and GTE's STP. The "A" Link connection is made by a dedicated 56 kbps channel between the SP or SSP and the STP. Any connection from an SSP or an SP to an STP pair will have a link to each individual STP (i.e., two (2) links). AT&T and GTE shall mutually agree upon the location of the SPOI.

[Reference: Matrix 4660, 4690, 4700; Joint Matrix Unresolved Issue No. 37, 38]

(b) Interconnection of GTE's CCS/SS7 network to AT&T's CCS/SS7 network via a "B" Link connection between AT&T's STPs and GTE's STPs. The "B" Link connection is a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have four (4) connections; i.e, one (1) link from each individual STP to each individual STP. AT&T and GTE shall mutually agree upon the location of the SPOI.

[Reference: Matrix 4660, 4690, 4700; Joint Matrix Unresolved Issue No. 37, 38]

(c) Local and IntraLATA call set-up signaling, allowing AT&T to use the out-of-band trunk signaling provided by GTE's CCS/SS7 network to carry its calls on the intraLATA toll network.

(d) The Service shall include access to: (1) all switching systems served by a given STP which have been converted to SS7 signaling, including switching systems owned by other local service providers; (2) databases directly connected to a given STP, with the exception of 800/888 databases which can be accessed through any STP; (3) other local service provider STPs on an intraLATA basis; and (4) other third party local service provider STPs on an intraLATA basis.

[Reference: Matrix 4655, 4705, 4710; Joint Matrix Unresolved Issue No. 37, 38]

(e) It is the responsibility of AT&T to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to GTE's network. GTE agrees to deliver the information forwarded by AT&T in the SS7 signaling message. The AT&T, by entering into this Agreement, agrees to deliver "privacy indicator" information forwarded by GTE in its signaling message.

(f) AT&T acknowledges that call set-up times may be greater when AT&T employs intermediate access tandems (IATs) in its network.

(g) If selected on the order form attached to this Appendix, the Service shall also include IXC call set-up signaling service (ISUP) as described in Article 2.4 of this Appendix. Additional charges as set forth in Exhibit A shall apply.

2.4 ISUP Service Charge. This is an optional service that allows AT&T to utilize SS7 signaling to an SS7 capable interexchange carrier (IXC) for Feature Group D access service and other intraLATA interexchange services. The ISUP service is a monthly charge.

(a) The rate for ISUP signaling is per connection in situations when GTE does not provide any underlying call messages for the AT&T on GTE's network trunks. The rate for ISUP signaling is shown in Exhibit A.

(b) Where GTE has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, GTE shall provide call set-up signaling between AT&T and the IXC.

(c) AT&T agrees to provide to GTE such information as deemed necessary by GTE for network planning in connection with this offering and as may be requested by GTE from time to time.

(d) AT&T must provide the Signaling Point Codes of the IXCs for which it is providing call setup via GTE's SS7 signaling network, so that GTE screening and translation tables can be updated.

2.5 Technical Specifications. The technical specifications for the Services described above are defined in Bellcore TR-TSV-000905.

2.6 Other Services. If AT&T desires to order SS7-related services other than the Service, such services will be governed by separate agreements.

2.7 Applicable Traffic. The Service applies to the traffic of AT&T and its subtending LECs only. AT&T must provide GTE with thirty (30) calendar days' written notice and a letter of agency before the traffic of any party other than AT&T or its subtending LECs may be

transmitted through AT&T's facilities on to GTE's SS7 network.

ARTICLE 3 MANNER OF PROVISIONING

3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:

(a) "A" Link sets from AT&T's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,

(b) "B" Link sets from AT&T's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.

[Reference: Matrix 4690, 4700; Joint Matrix Unresolved Issue No. 37, 38]

3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.

3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.

3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) - Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between AT&T and GTE.

3.5 56 kbps Channel. Unless AT&T elects to provide such links, GTE shall provide two (2) or four (4) 56 kbps circuits as link facilities at rates set forth in Article 4 herein. If approved by GTE, AT&T may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. **WHEN THIS OPTION IS CHOSEN, AT&T UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, AT&T must order DS1 (1.544 Mbps) service.

[Reference: Matrix 4685, 4700]

3.6 Multiplexing. Where technically required, GTE shall provide multiplexing arrangements to AT&T at no charge.

3.7 Diversity. Where technically feasible and not unreasonably economically burdensome, GTE agrees to allow interoffice and intraoffice diversity.

[Reference: Matrix 4660, 4695]

ARTICLE 4 RATES AND CHARGES

4.1 Payment. AT&T agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A attached to this Appendix and made a part hereof.

4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Appendix. Thereafter, GTE shall give AT&T sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to AT&T, AT&T may terminate this Appendix upon thirty (30) calendar days' advance written notice without penalties for either Party.

4.3 Rate Basis. The rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Appendix. If the Service becomes tariffed, AT&T has the right to terminate this Appendix upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.

[Reference: Matrix 4680]

4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.

4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:

(a) "A" Link connection - Charges for the "A" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from AT&T's SSP or SP.

(2) AT&T will lease facilities between its SSPs/SPs and GTE's STPs.

(b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.

(1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from AT&T's STPs.

(2) AT&T and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.

(c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.

4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.

4.7 Applicable Traffic. The rates apply only to the traffic of AT&T and its subtending LECs. Any traffic from any other party will be subject to additional charges.

ARTICLE 5 ORDERING THE SERVICE

5.1 Order. To order the Service, AT&T shall submit a completed CCS/SS7 Order Form to GTE. The Order Forms are attached to this Appendix as Exhibit B. AT&T may change its Service order by submitting a new Order Form which shall be effective when executed by both Parties. Service shall be implemented for AT&T thirty (30) calendar days after the execution of this Agreement by both Parties.

5.2 Port Terminations. GTE shall reserve STP port terminations only upon receipt of a fully executed copy of this Agreement and the Order Form referred to in this Appendix. GTE shall reserve ports on a first come, first served basis. Should AT&T fail to use a port within sixty (60) days of availability, GTE may reassign the port and, AT&T must resubmit an Order Form for interconnection.

ARTICLE 6 RESPONSIBILITIES OF GTE

6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or AT&T facilities due to

natural disasters, mass calling or national security demands.

6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore TR-TSV-000905 except as otherwise provided herein.

6.3 Invoice. GTE shall include with the monthly invoice such data GTE and AT&T mutually agree is necessary for AT&T to verify the accuracy of the billing it receives from GTE for the Service.

ARTICLE 7 RESPONSIBILITIES OF AT&T

7.1 Signaling Link. AT&T shall provision the signaling links from its premises to the SPOIs in a manner technically compatible to the GTE network.

7.2 Privacy Indicator. AT&T shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.

7.3 Accuracy of Information. AT&T shall verify the accuracy of information provided by AT&T concerning the Service ordered by AT&T.

7.4 Forecast. AT&T shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.

7.5 Changes. AT&T agrees to inform GTE in writing at least thirty (30) days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. AT&T will provide the reason for the change in volume by individual SS7 service.

ARTICLE 8 SIGNALING POINT CODES

8.1 Interconnection. AT&T may utilize either the GTE CCS/SS7 network SPC or its own SPC for interconnection purposes when interconnecting its SPs or SSPs at the "A" Link level. AT&T shall utilize its own SPC when interconnecting its STP at the "B" Link level. AT&T agrees to obtain its own initial SPC if it has short or long range plans to provide its own STPs.

8.2 SPC. When the SPC is utilized, GTE shall be responsible for AT&T code assignment. When AT&T obtains its own SPC, AT&T shall be responsible for code assignments and shall be

responsible for notifying GTE and other CCS/SS7 network providers of such assignments.

8.3 SPC Change. Due to the complexities and potential AT&T signaling network downtime required for changing working SPCs, AT&T agrees to give GTE a written notice of an SPC change as soon as possible but no later than thirty (30) days prior to the effective date of the SPC change.

ARTICLE 9 MONTHLY BILLING

Billing statements shall be rendered monthly by GTE to AT&T. The monthly charge shall be the total of all monthly rate element charges associated with the Service. Payment to GTE for bills rendered to AT&T shall be due thirty (30) calendar days after receipt of the invoice and AT&T agrees to pay all billed amounts on or before such due date. Beginning the day after the due date of the bill, interest charges of twelve per cent (12%) per annum or the maximum allowed by law, whichever is less, shall be added to AT&T's bill. Payments shall be applied to the oldest outstanding amounts first.

ARTICLE 10 LIABILITY AND INDEMNIFICATION

10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.

10.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH AT SECTION 19.4 OF ARTICLE III OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the

other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, AT&T shall defend GTE against all end users' claims just as if AT&T had provided such service to its end users with its own employees. In any event, AT&T shall assert its tariff limitation of liability for the benefit of both GTE and AT&T.

10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision the Service.

10.5 No Warranties. IN ADDITION TO THE DISCLAIMER SET FORTH AT SECTION 19.3 OF ARTICLE III OF THE AGREEMENT, NEITHER GTE NOR AT&T MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY THIRD PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS APPENDIX, THAT THE SERVICES PROVIDED UNDER THIS APPENDIX WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND AT&T DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

ARTICLE 11 RESERVATION OF RIGHTS

11.1 Rights Reserved. By entering into this Appendix to the Agreement, neither Party waives, releases or compromises any rights it may have to argue, in any federal or state regulatory proceeding (or in any judicial appeal following such a proceeding), in support of, or in opposition to any position, including but not limited to: (a) Accounting for deregulated (or detariffed) data base services; (b) removal from regulated accounts of expenses and investment associated with deregulated (or detariffed) data base services; and (c) any other issue pertinent to regulation or deregulation of costs which were, are now, or may in the future be, associated with the provisions of data base services. Each Party expressly reserves all its rights in connection with such matters.

EXHIBIT A

RATES AND CHARGES

for Interconnection at
GTE's _____ - _____, ___ STP

	Rate Element	Rates & Charges	
		Nonrecurring	Monthly.....
1.	STP Port Termination for an "a" Link Per Port	\$.00\$.00
2.	STP Port Termination for a "B" Link Per Port	\$.00\$.00
3.	56 Kbps Digital Facility Dedicated Switched Access Transport Per Airline Mile	\$ N/a\$.00
4.	56 Kbps Dedicated Switched Access Line	\$.00	\$.00
5.	1.544 Mbps (DS1) High Capacity Digital Facility Dedicated Switched Access Transport Per Airline Mile	\$ N/a\$.00
6.	1.544 Mbps (DS1) Dedicated Switched Access Line	\$.00\$.00
7.	Facility Charge for "B" Links	\$ _____	\$ _____
8.	ISUP Charge per Interconnection	N/a	\$500.00
8.1	For ISUP Service an additional SCP charge shall apply per interconnection.		

APPENDIX I
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ (“GTE” or "Licensor"), and _____, a corporation of the State of _____, having its principal office at _____ (“Licensee”).

2. Definitions.

- 2.1 “GTE’s poles” or “GTE pole(s)” means a pole or poles solely owned by GTE, jointly owned by GTE and another entity, and space on poles obtained by GTE through arrangements with the owner(s) thereof.
- 2.2 “Telecommunications Services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 “Cable Television Services” means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 “Attachments” means the equipment reasonably required by Licensee to provide its [Telecommunications Services OR Cable Television Services] that is placed on GTE’s poles.
- 2.5 “Make-Ready Work” means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee’s Attachments on a pole.
- 2.6 “Hazardous Materials” means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to

regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.7 “Attachment Fee” means the fee assessed per pole and paid by Licensee to place Attachments on GTE’s poles.

3. Purpose.

Licensee represents to GTE that Licensee has a need to occupy, place and maintain Attachments on GTE’s poles for the purpose of providing Telecommunications Services.

GTE agrees to permit Licensee to occupy, place and maintain its Attachments on such GTE poles as GTE may allow pursuant to the terms of this Agreement.

[*Reference: Matrix 4135*]

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space on specified GTE poles Licensee’s Attachments on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE’s poles. GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all GTE poles.

Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements, except as may be expressly required by law. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services with the Attachments covered by this Agreement.

[*Reference: Matrix 4135, 4150, 4200*]

5. Term.

This Agreement shall continue in effect until terminated in accordance with the provisions provided herein.

6. Pole Attachment Requests (PARs).

6.1 Upon execution of this Agreement, Licensee shall have the right to submit a written Pole Attachment Request (“PAR”) to GTE specifying the GTE poles on which it desires to place its Facilities. Each PAR shall be in a form specified by GTE, which form may be revised from time to time by GTE at its sole discretion. PARs received by GTE shall be processed on a first come, first served basis. To the extent possible, GTE will advise Licensee of any other PAR received that

covers all or part of the poles included in Licensee's PAR. GTE will determine the availability of space for Licensee's Facilities on the GTE pole(s) specified in the PAR within thirty (30) business days of the date the PAR is received. Upon approval of the PAR, GTE shall return a copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All of Licensee's Facilities placed on GTE's pole(s) pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs as needed for approval by GTE. All of Licensee's Facilities shall be placed in innerduct unless otherwise approved by GTE. No facilities of any kind shall be placed on any GTE pole(s) identified in a PAR until that PAR has been approved by GTE.

- 6.2 Licensee shall pay GTE a fee for processing a PAR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE poles included in the PAR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee's Facilities described in the PAR on the GTE pole(s) identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Facilities, GTE shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its PAR.
- 6.5 Nothing herein shall confer any right upon Licensee to place power cables or related power equipment on GTE pole(s). Licensee shall place equipment of this nature in its own pull boxes or on adjacent non-GTE poles.

[Reference: Matrix 4135, 4145, 4150, 4165,, 4170, 4180, 4190, 4195, 4200]

7. Availability of Pole Prints.

Existing pole prints will be made available for viewing by Licensee for the purpose of pre-order planning at the GTE area engineering offices during normal business hours, subject to reasonable advance notification. While a formal written request will not be required in connection with the first request by Licensee to view pole prints, GTE reserves the right to refuse subsequent viewing requests if Licensee has demonstrated that it does not have a good faith intention to submit a firm PAR. If the availability of specific point-to-point poles can be determined at the time of viewing pole prints, maps reflecting such point-to-point poles shall be made available for copying. In making pole prints available, GTE will be making no express or implied warranty regarding their accuracy other than that they are the same pole prints used by GTE in its day-to-day operations. If GTE receives a request for Licensee from copies of pole prints in conjunction with a firm PAR for space previously determined to be available, GTE will provide Licensee with copies of the relevant pole prints at the time the PAR is approved. Licensee shall pay to GTE a fee for making such copies available sufficient to cover the general administrative costs incurred.

[Reference: Matrix 4140, 4155, 4160, 4165, 4210]

8. Authority to Place Attachments.

- 8.1 Before Licensee places any of Licensee's Facilities on GTE's poles pursuant to an approved PAR, Licensee shall submit evidence satisfactory to GTE of its authority to maintain the Facilities to be placed on GTE's poles within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place and maintain Licensee's Facilities on GTE's poles.
- 8.2 GTE shall not attempt to prevent or delay the granting of any rights of way, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required for Licensee to place its Attachments on GTE's poles.
- 8.3 If any right of way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to attach to GTE's poles shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail to remove its Attachments within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred

by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand by GTE.

- 8.4 Upon notice from GTE to Licensee that the cessation of the use of any one or more of GTE's poles is necessary for reasons of safety or has been requested or directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments. Should Licensee fail to remove its Attachments within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand by GTE.

[Reference: Matrix 4135, 4150, 4185, 4190, 4200, 4215]

9. Placement of Attachments.

Licensee shall, at its own expense, place and maintain and replace its Attachments on GTE's poles in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing, (ii) in compliance with any rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, most current edition. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits __ through __ hereto, as may be revised from time to time by GTE.

[Reference: Matrix 4200, 4205]

10. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR, Licensee shall have sixty (60) days from the date the PAR is approved to begin the placement of its Attachments on the GTE poles covered by the PAR. If Licensee has not begun placing its Attachments within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) days prescribed by this Section, the previously approved PAR shall be deemed rescinded by GTE and Licensee shall have no further right to place Attachments pursuant to that PAR.

11. Attachment Fees.

- 11.1 Licensee shall pay to GTE an Attachment Fee, as specified in Exhibit __ hereto, for each GTE pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by GTE from time to time in accordance with the then applicable law, if no such law exists, at GTE's discretion, upon _____ (__) days written notice to Licensee.
- 11.2 Attachments Fees shall become due and payable on the date a PAR is approved by GTE for all GTE poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law.
- 11.3 GTE shall maintain an inventory of the total number of GTE poles occupied by Licensee based upon the cumulative number of poles specified in all PARs authorized by this Agreement. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Attachments from GTE's poles. Such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by Licensor and may be revised from time to time at Licensor's sole discretion. Licensee shall remain liable for an Attachment Fee on each GTE pole included in all approved PARs until a notice of removal has been received by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Attachments for purposes of determining the Attachment Fees to be paid by Licensee under this section.
- 11.4 GTE and Licensee further agree that because GTE's Attachment Fee is established in accordance with existing federal or state law, whichever is applicable, should such law later be adjudicated as unconstitutional or otherwise unlawful, GTE will reformulate its Attachment Fee accordingly. In the event the reformulated Attachment Fee is higher than the fee assessed at the inception of this Agreement, Licensee shall pay to GTE the difference between the total amount of Attachment Fees paid by Licensee under the rates in effect prior to the reformulated Attachment Fee and the total amount Licensee would have paid to GTE had the reformulated Attachment Fee been in effect at the inception of this Agreement.

[Reference: Matrix 4190, 4195; Joint Matrix Unresolved Issue No. 8]

12. Modifications, Additions or Replacements to Existing Attachments.

- 12.1 Licensee shall not modify, add to or replace facilities on any pre-existing Attachment on a GTE pole without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.
- 12.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Facilities.
- 12.3 Access to GTE's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 20 this Agreement.

[Reference: Matrix 4170, 4180, 4235, 4240]

13. Charges for Unauthorized Attachments.

- 13.1 It is agreed that a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by Licensee to GTE for each unauthorized Attachment to a GTE pole. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the GTE pole. In the event that the date the unauthorized Attachment was first placed on a GTE pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange any unauthorized Attachment(s) of Licensee in order to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the

presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to GTE all costs incurred by GTE to reinforce, replace or modify a GTE pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by GTE.

- 13.2 For purposes of this section, an unauthorized Attachment shall include, but not be limited to:
- 13.2.1 An Attachment to a GTE pole which pole is not identified in any PAR approved in accordance with this Agreement;
 - 13.2.2 An Attachment that occupies more space than that allocated to Licensee by GTE;
 - 13.2.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR issued pursuant to this Agreement;
 - 13.2.4 An addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved GTE pole(s).
 - 13.2.5 An Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee.

14. Surveys and Inspections of Pole Attachments.

- 14.1 The total number and exact location of Licensee's Attachments on GTE's poles may be determined, at GTE's discretion, through a survey to be made not more than once per calendar year by GTE. If so requested, Licensee and/or any other entity owning or jointly owning the poles with GTE may participate in the survey. The costs incurred by GTE to conduct the survey shall be reimbursed to GTE by Licensee upon demand by GTE. If the Attachments of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to GTE.
- 14.2 Apart from surveys conducted in accordance with this section, GTE shall have the right to inspect any Attachment of Licensee on GTE's poles as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by GTE, reimburse GTE all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by GTE shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

15. Notice of Modification or Alteration of Poles by GTE.

15.1 In the event GTE plans to modify or alter any GTE poles upon which Licensee has placed Facilities, GTE shall provide Licensee notice of the proposed modification or alteration at least fourteen (14) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Facilities on the GTE poles to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make the GTE poles accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

15.2 In the event GTE is required to move the location of or replaces any GTE pole(s) for reasons beyond its control, Licensee concurrently shall relocate Licensee's Attachments. Licensee shall be solely responsible for the costs of the relocation of Licensee's Attachments.

16. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Default and Remedies.

17.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:

17.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of five (5) days after written notice thereof to Licensee;

17.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

- 17.1.3 The filing of any tax or mechanic's lien against GTE's poles which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
 - 17.1.4 Licensee's voluntary or involuntary bankruptcy;
 - 17.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 17.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Attachments is denied or revoked.
- 17.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 17.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;
 - 17.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 17.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 17.3 Any costs and expenses incurred by GTE (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid to GTE by Licensee upon demand.
- 17.4 Upon termination of this Agreement by GTE, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Pole Attachment fees.

17.5 All rights and remedies of GTE set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

18. Indemnification.

18.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).

18.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

18.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on GTE's poles and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.

18.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.

- 18.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 18.6 In no event shall GTE be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 18.7 Licensee shall indemnify, protect and hold harmless Licensor from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment on Licensor's poles pursuant to this Agreement.

19. Insurance.

- 19.1 Licensee shall indemnify, protect and hold harmless Licensor and other joint users of said poles from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents and employees of either party hereto and other joint users of said poles, including payment made under any Workmen's Compensation Law or under any plan for employees disability and death benefits, which may arise out of or be caused by the presence or use of Licensee's Attachments or by proximity of the respective cables, wires, apparatus and appliances of the parties hereto or other joint users of said poles or arising out of any act or omission or alleged act or omission of Licensee, including any claims and demands of customers of Licensee or others, and irrespective of any fault, failure, negligence or alleged negligence on the part of Licensor or of any other joint user of said poles.
- 19.2 Licensee shall carry insurance, at its sole cost and expense, to protect the parties hereto and other joint users of said poles from and against any and all such claims and demands and from and against any and all actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of the acts or omissions of Licensee hereunder and irrespective of any fault, failure, negligence or alleged negligence on the part of

Licensor or of any other joint user of said poles. The amounts of such insurance against liability due to personal injury to or death of persons shall be \$500,000 as to any one person and \$1,000,000 as to any one accident. The amounts of such insurance against liability due to property damage shall be \$500,000 as to each accident and \$500,000 aggregate. Licensee shall also carry such insurance as will fully protect both it and Licensor from all claims under any Workmen's Compensation Laws that may be applicable.

19.3 All insurance required shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by Licensor, and Licensor shall be named as an additional insured in each of such policies. Licensee shall submit to Licensor certificates by each such company to the effect that it has insured Licensee, Licensor and other joint users for all liabilities of Licensee, Licensor and other joint users under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except for thirty (30) days notice to Licensor, and, on request, shall submit to Licensor any such policies of insurance for its approval. If renewal insurance premiums are not paid by Licensee prior to said 30-day notice, Licensor shall have the right to pay said premiums and be reimbursed by Licensee upon demand. Licensee shall promptly advise an authorized representative of Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the presence or use of Licensee's equipment.

19.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to Licensor's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to Licensor for rentals, inspections or for work performed by Licensor for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the Licensor be notified thirty (30) days prior to the expiration or cancellation of the policy.

20. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While GTE shall not be responsible for the repair of damaged Attachments of Licensee (except by mutual written agreement), GTE shall nonetheless control access to its poles if the restoration is to be achieved in an orderly fashion.

20.1 Where GTE and Licensee are involved in emergency restorations, access to GTE's poles will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

20.1.1 Service Disruptions/Outages

- (a) While exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

20.1.2 Service Affecting Emergencies

- (a) While exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where GTE is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

20.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Attachments, or any action or failure to act by GTE, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

[Reference: Matrix 4240]

21. Damage Suspected to Licensee's Facilities Only.

- 21.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify GTE of said damage at [TELEPHONE NUMBER]. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Attachments.
- 21.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency

telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.

21.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.

21.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Attachments, or any action or failure to act by GTE, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold Licensor harmless from any such claim.

22. Repair and Replacement of Poles.

In the event GTE is required to repair or replace any GTE pole as a result of rain, wind, lightning, natural disaster or other Act of God, or any other cause beyond the control of GTE, the costs to repair or replace any and all poles so affected on which Licensee has Attachments shall be reimbursed to GTE by Licensee in proportion to the percentage of usable space designated for Licensee's Attachments on such poles. Reimbursement shall be payable on demand by GTE.

23. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent GTE from abandoning, selling, assigning or otherwise disposing of any poles or other GTE property used for Licensee's Attachments; provided, however, that GTE shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. GTE shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles or other GTE property used for Licensee's Attachments.

24. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To Licensee:

To GTE: GTE _____ Incorporated

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

25. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

26. Dispute Resolution.

26.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

26.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

26.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60)

days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also to take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where GTE's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

26.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

27. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

28. Force Majeure.

Except for payment of the Attachment Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

29. Assignment.

- 29.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.
- 29.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and liabilities under this Agreement.
- 29.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.
- 29.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of _____ without regard to its conflicts of laws provisions.

31. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

32. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

33. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

For Licensee:

GTE

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

APPENDIX J
CONDUIT OCCUPANCY AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ (“GTE”), and _____, a corporation of the State of _____, having its principal office at _____ (“Licensee”).

2. Definitions.

- 2.1 “GTE’s conduit(s)” or “GTE conduit(s)” means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.
- 2.2 “Telecommunications Services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 “Cable Television Services” means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 “Innerduct,” unless otherwise specified or approved by Licensor (at Licensor’s sole discretion), shall mean a single enclosed raceway 1" or 1-1/4" in diameter (as the case may be and at Licensor’s sole discretion), placed within duct and used for housing of communications facilities.
- 2.5 “Licensee’s Facilities” or “Facilities” means all facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.
- 2.6 “Make-Ready Work” means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee’s Facilities in a conduit.
- 2.7 “Manholes” and “handholes” mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.
- 2.8 “Hazardous Materials” means (I) any substance, material or waste now or

hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute,-rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.9 “Occupancy Fee” means the fee paid by Licensee to GTE assessed per linear foot of innerduct occupied by Licensee’s Facilities in GTE’s conduit(s).

3. Purpose.

Licensee represents to GTE that Licensee has a need to occupy, place and maintain communications facilities within GTE’s conduit(s) for the purpose of providing Telecommunications Service. GTE agrees to permit Licensee to occupy, place and maintain communications facilities within GTE’s conduit(s) as GTE may allow pursuant to the terms of this Agreement.

[*Reference: Matrix 4135*]

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space in specified GTE conduits Licensee’s Facilities on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE’s conduit(s). GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place and maintain facilities in or otherwise use any or all of GTE’s conduit(s). Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Service with Licensee’s Facilities covered by this Agreement.

[*Reference: Matrix 4135, 4150, 4200*]

5. Term.

This Agreement shall continue in effect until terminated in accordance with the provisions provided herein.

6. Conduit Occupancy Requests.

- 6.1 Upon execution of this Agreement, Licensee shall have the right to submit a written Conduit Occupancy Request (“COR”) to GTE specifying the GTE conduits in which it desires to place its Facilities. Each COR shall be in a form specified by GTE, which form may be revised from time to time by GTE at its sole discretion. CORs received by GTE shall be processed on a first come, first served basis. To the extent possible, GTE will advise Licensee of any other COR received that covers all or part of the conduit included in Licensee’s COR. GTE will determine the availability of space for Licensee’s Facilities in the GTE conduit(s) specified in the COR within thirty (30) business days of the date the COR is received. Upon approval of the COR, GTE shall return a copy thereof to Licensee bearing an endorsement acknowledging GTE’s authorization. All of Licensee’s Facilities placed in GTE’s conduit(s) pursuant to an approved COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent CORs as needed for approval by GTE. All of Licensee’s Facilities shall be placed in innerduct unless otherwise approved by GTE. No facilities of any kind shall be placed in any GTE conduit(s) identified in a COR until that COR has been approved by GTE.
- 6.2 Licensee shall pay GTE a fee for processing a COR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE conduits included in the COR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved COR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee’s Facilities described in the COR in the innerducts of the GTE conduit(s) identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee’s Facilities, GTE shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its

COR.

- 6.5 Nothing herein shall confer any right upon Licensee to place power cables or related power equipment in GTE conduit(s) or Manholes. Licensee shall place equipment of this nature in its own pull boxes outside of GTE's conduit(s) or Manholes, or on adjacent non-GTE poles. Cable connectors or splicing devices shall not be used by Licensee in GTE's conduit(s) or innerducts.

[Reference: Matrix 4135, 4145, 4150, 4165,, 4170, 4180, 4190, 4195, 4200]

7. Availability of Conduit Maps.

Existing conduit maps will be made available for viewing by Licensee for the purpose of pre-order planning at the GTE area engineering offices during normal business hours, subject to reasonable advance notification. While a formal written request will not be required in connection with the first request by Licensee to view conduit maps, GTE reserves the right to refuse subsequent viewing requests if Licensee has demonstrated that it does not have a good faith intention to submit a firm COR. If the availability of specific point-to-point conduits can be determined at the time of viewing conduit maps, maps reflecting such point-to-point conduits shall be made available for copying. In making conduit maps available, GTE will be making no express or implied warranty regarding their accuracy other than that they are the same conduit maps used by GTE in its day-to-day operations. If GTE receives a request for Licensee for copies of conduit maps in conjunction with a firm COR for space previously determined to be available, GTE will provide Licensee with copies of the relevant conduit maps at the time the COR is approved. Licensee shall pay to GTE a fee for making such copies available sufficient to cover the general administrative costs incurred.

[Reference: Matrix 4140, 4155, 4160, 4165]

8. Availability of Information Regarding Space In Conduits.

GTE will provide information regarding the availability of conduit space within thirty (30) business days of a written request by Licensee. Because GTE will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the thirty (30) business day time frame cannot be met, GTE shall so advise Licensee within ten (10) business days of the request and shall seek a mutually satisfactory alternative response date. No express or implied warranty regarding the availability of space shall be made in the absence of a physical field verification.

[Reference: Matrix 4140, 4155, 4160, 4165]

9. Authority to Place Licensee's Facilities.

- 9.1 Before Licensee places any of Licensee's Facilities in GTE's conduit(s) pursuant to an approved COR, Licensee shall submit evidence satisfactory to GTE of its authority to maintain the Facilities to be placed in GTE's conduit(s) within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place and maintain Licensee's Facilities in GTE's conduit(s).
- 9.2 GTE shall attempt to prevent or delay the granting of any rights of way, easements, licenses, authorizations, permits and consents from any federal, state or municipal authorities, or private property owners that may be required by Licensee to place Licensee's Facilities in GTE's conduit(s).
- 9.3 If any right of way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to occupy GTE's conduit(s) shall terminate immediately and Licensee shall promptly remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand.
- 9.4 Upon notice from GTE to Licensee that the cessation of the use of any portion of GTE's conduit(s) has been ordered or directed by any federal, state or municipal authority, or private property owner, Licensee's permission to occupy such GTE conduit(s) shall terminate immediately and Licensee promptly shall remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand by GTE.

[Reference: Matrix 4135, 4150, 4185, 4190, 4200, 4215]

10. Placement of Licensee's Facilities.

Licensee shall, at its sole expense, place and maintain Licensee's Facilities in GTE's conduit(s) in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits __ through __ hereto, as may be revised from time to time by GTE.

[Reference: Matrix 4200, 4205]

11. Failure of Licensee to Occupy Conduit Space.

Once Licensee has obtained an approved COR, Licensee shall have sixty (60) from the date the COR is approved to begin the placement of Licensee's Facilities in the GTE conduit(s) covered by the COR. If Licensee has not begun placing Licensee's Facilities within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Facilities within the sixty (60) days prescribed by this Section 11, the previously approved COR shall be deemed rescinded by GTE and Licensee shall have no further right to place Licensee's Facilities pursuant to that COR.

12. Occupancy Fees.

12.1 Licensee shall pay to GTE an Occupancy Fee, as specified in Exhibit __ hereto, for each linear foot of innerduct occupied by Licensee's Facilities in GTE's conduit(s). If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. The Occupancy Fee may be increased by GTE from time to time as permitted by law upon sixty (60) days written notice to Licensee.

12.2 Occupancy Fees shall become due and payable on the date a COR is approved by GTE for all GTE innerducts identified in that COR on a pro rata basis until the end of the current year and thereafter on an annual basis within thirty (30) days of the receipt of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.

12.3 GTE shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in GTE's conduit(s) based upon the cumulative linear

footage per innerduct from all CORs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Facilities for purposes of determining the Occupancy Fees to be paid by Licensee under this section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Licensee's Facilities from GTE's conduit(s). Written notice of such removals (unless they are covered by Section 18 of this Agreement) shall be provided to GTE at least thirty (30) days prior to the removal. Each Notice of Removal shall be in a form specified by GTE. Licensee shall remain liable for all Occupancy Fees until Licensee's Facilities have been physically removed from GTE's conduits.

- 12.4 GTE and Licensee further agree that because GTE's Attachment Fee is established in accordance with existing federal or state law, whichever is applicable, should such law later be adjudicated as unconstitutional or otherwise unlawful, GTE will reformulate its Attachment Fee accordingly. In the event the reformulated Attachment Fee is higher than the fee assessed at the inception of this Agreement, Licensee shall pay to GTE the difference between the total amount of Attachment Fees paid by Licensee under the rates in effect prior to the reformulated Attachment Fee and the total amount Licensee would have paid to GTE had the reformulated Attachment Fee been in effect at the inception of this Agreement.

[Reference: Matrix 4190, 4195; Joint Matrix Unresolved Issue No. 8]

13. Modifications, Additions or Replacements of Licensee's Facilities.

- 13.1 Licensee shall not modify, add to or replace Licensee's Facilities in any GTE conduit(s) without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the GTE conduit(s) involved.
- 13.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require any modification, replacement or reinforcement of the GTE conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee shall be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of Licensee's

Facilities.

- 13.3 Access to GTE's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 21 of this Agreement.

[Reference: Matrix 4170, 4180, 4235, 4240]

14. Charges for Unauthorized Occupancy of GTE Conduit.

14.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Licensee to GTE for each unauthorized occupancy of GTE's conduit(s) by Licensee. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to safeguard GTE's facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee. The Occupancy Fee referenced in this subsection 12.1 shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by GTE.

14.2 For purposes of this section, an unauthorized occupancy shall include, but not be limited to:

14.2.1 The presence of Licensee's Facilities in any GTE conduit which conduit is not identified in any COR approved in accordance with this Agreement;

14.2.2 The presence of Licensee's Facilities in any GTE conduit that occupies more space than that allocated to Licensee by GTE;

14.2.3 Licensee's Facilities that are not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;

14.2.4 An addition or modification by Licensee to its pre-existing Facilities in any GTE conduit that impairs the structural integrity of that GTE conduit.

14.2.5 The presence of facilities in GTE's conduit(s) placed by Licensee that are owned or controlled by and for the use of a party other than Licensee.

15. Surveys and Inspections of Licensee's Facilities.

15.1 The total linear footage per innerduct and exact location of Licensee's Facilities in GTE's conduit(s) may be determined, at GTE's discretion, through a survey to be made not more than once per calendar year by GTE. If so requested, Licensee may participate in the survey. The costs incurred by GTE to conduct the survey shall be reimbursed to GTE by Licensee upon demand by GTE. If the facilities of more than one Licensee are included in the same survey, each such Licensee shall contribute a proportionate share of the costs reimbursed to GTE.

15.2 Apart from surveys conducted in accordance with this section, GTE shall have the right to inspect any facilities of Licensee in any GTE conduit(s) as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by GTE, reimburse GTE all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by GTE shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

16. Modification or Alteration GTE Conduits.

16.1 In the event GTE plans to modify or alter any GTE conduit(s) that house Licensee's Facilities, GTE shall provide Licensee notice of the proposed modification or alteration at least sixty (60) prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Facilities in the GTE conduit(s) to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make the GTE conduit(s) accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

16.2 In the event GTE moves, replaces or changes the location, alignment or grade of GTE's conduit(s) ("relocation") for reasons beyond GTE's control, Licensee concurrently shall relocate Licensee's Facilities. Licensee shall be solely responsible for the costs of the relocation of Licensee's Facilities.

17. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Default and Remedies.

18.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:

18.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of five (5) days after written notice thereof to Licensee;

18.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

18.1.3 The filing of any tax or mechanic's lien against any GTE conduit(s) which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;

18.1.4 Licensee's voluntary or involuntary bankruptcy;

18.1.5 Licensee's knowing use or maintenance of Licensee's Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking;

18.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Facilities is denied or revoked.

18.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:

18.2.1 Perform, on behalf and at the expense of Licensee, any obligation of

Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;

18.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or

18.2.3 Exercise any other legal or equitable right or remedy which GTE may have.

18.3 Any costs and expenses incurred by GTE (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be paid to GTE by Licensee upon demand.

18.4 Upon termination of this Agreement by GTE, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Occupancy Fees.

18.5 All rights and remedies of GTE set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

19. Indemnification.

19.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).

19.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant

to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities), except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

- 19.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any of Licensee's Facilities placed in any GTE conduit(s) and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 19.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 19.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 19.6 In no event shall GTE be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 19.7 Licensee shall indemnify, protect and hold harmless GTE from and against any and all claims for libel and slander, copyright and/or patent infringement arising

directly or indirectly by reason of installation of Licensee's equipment in Licensor's cable ducts pursuant to this Agreement.

20. Insurance.

- 20.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 19 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 20.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.
- 20.3 Licensee shall promptly advise GTE in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.
- 20.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

21. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Facilities in GTE's conduit(s). While GTE shall not be responsible for the

repair of Licensee's Facilities that are damaged (except by mutual written agreement), GTE shall nonetheless control access to its conduits and innerducts if the restoration is to be achieved in an orderly fashion.

21.1 Where GTE and Licensee are involved in emergency restorations, access to GTE's conduit(s) will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

21.1.1 Service Disruptions/Outages

(a) In the event of service disruptions and/or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.

(b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

21.1.2 Service Affecting Emergencies

(a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.

(b) Where GTE is unable to grant simultaneous access to all other entities with facilities in GTE's conduit(s), access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

21.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Facilities, or any action or failure to act by GTE under this Section 19 shall not constitute a basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

[Reference: Matrix 4240]

22. Damage Suspected to Licensee's Facilities Only.

- 22.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify GTE of said damage at [TELEPHONE NUMBER]. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Facilities.
- 22.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.
- 22.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.
- 22.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's facilities, or any action or failure to act by GTE, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim.
23. Access to GTE's Manholes/Handholes.
- 23.1 GTE will allow Licensee to audit manholes/handholes that are included in any COR submitted to GTE to confirm usability. Licensee shall give GTE at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. GTE shall have the right to have a GTE employee or agent present when its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's activities in and around GTE's manholes/handholes if, in the sole discretion 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 reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect.
- 23.2 For purposes other than to audit usability, GTE's manholes/handholes shall be opened only as permitted by GTE and only after Licensee has obtained all necessary authorizations from appropriate authorities to open manholes/handholes and conduct work operations therein. GTE shall have the right to have a GTE

employee or agent present at any site at which its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's work operations in and around GTE's manholes/handholes if, in the sole discretion 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 reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect. The presence of GTE's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around GTE's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

24. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent GTE from abandoning, selling, assigning or otherwise disposing of any GTE conduit(s) or other GTE property used in connection with Licensee's Facilities; provided, however, that GTE shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. GTE shall promptly notify Licensee of any proposed sale, assignment or other disposition of any GTE conduit(s) or other GTE property used in connection with Licensee's Facilities.

25. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To Licensee:

To GTE: GTE _____ Incorporated

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

26. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

27. Dispute Resolution.

- 27.1 Except in the case of (I) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.
- 27.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.
- 27.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also to take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where GTE's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written

opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

27.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

28. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

29. Force Majeure.

Except for payment of the Occupancy Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

30. Assignment.

30.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.

30.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and

liabilities under this Agreement.

30.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

30.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

31. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of _____ without regard to its conflicts of laws provisions.

32. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

33. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

34. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

FOR Licensee:

GTE

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

APPENDIX K
DIRECTORIES AGREEMENT

This Telephone Directories Agreement (the "Agreement") is made effective as of _____, 1995, by and between the GTE telephone operating companies listed on Exhibit A (referred to individually and collectively as "GTE"), with their address for purposes of this Agreement at 600 Hidden Ridge, Irving, Texas 75038, and _____, a certified provider of local dialtone service ("Provider"), with its address for this Agreement at _____ (GTE and Provider being referred to collectively as the "Parties" and individually as a "Party").

ARTICLE 1
SCOPE

- 1.0 This Agreement applies to GTE-published white and Yellow Page directories associated with GTE exchanges in the states listed on Exhibit B attached hereto and made a part hereof (collectively, the "States" and individually, a "State").

ARTICLE 2
LISTINGS

- 2.01 Provider agrees to supply GTE, on a regularly scheduled basis, all listing information for Provider's subscribers who wish to be listed in the white pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code) and telephone numbers. Attachment 1 provides details concerning the required format, schedule and method of supplying the listing information to GTE.
- 2.02 GTE shall employ Provider's listing information for the production of GTE-published white and yellow page directories and for other reasonable purposes.
- 2.03 Listing inclusion in a given directory will be in accordance with directory configuration, scope, and schedules and such determinations will be made at the sole discretion of GTE.
- 2.04 Provider's business subscribers will receive a single standard listing in the corresponding Yellow Pages under the classified heading that most accurately reflects the primary nature of their respective businesses, and GTE will supply Provider with a list of authorized classified headings. Provider agrees to supply GTE with a classified heading assignment in accordance with Attachment 1 for every subscriber who wishes to receive said listing.

ARTICLE 3
INFORMATION PAGES

- 3.01 GTE will list in the Information Pages the Provider's critical customer contact numbers (e.g. business office, repair service, and billing). Provider will supply this information to GTE in a timely manner. The manner of presentation and scope of such information will be determined at the sole discretion of GTE.
- 3.02 GTE will list in the Information Pages Provider's subscribers who provide services of an emergency nature in an official capacity (e.g. police and fire). Provider will supply this information to GTE in a timely manner. The manner of presentation and scope of such information will be determined at the sole discretion of GTE.

ARTICLE 4
DISTRIBUTION

- 4.01 Upon directory publication GTE will arrange for the distribution of the directory to Provider's service subscribers in the directory coverage area at no charge.
- 4.02 After directory publication and over the life of the directory GTE will arrange for the distribution of the directory to all Provider's new subscribers who previously did not have dialtone and those existing subscribers of Provider needing replacement or additional directories. Provider will pay GTE the fees stated in Attachment 1 for all distributions made under this Section 4.02.
- 4.03 Provider will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

ARTICLE 5
TERM

- 5.01 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the effective date referenced above. Thereafter, this Agreement shall remain in effect until either Party gives the other Party at least thirty (30) days' prior written notice of termination, which termination shall be effective on the date specified in the notice, subject to the survival provisions set forth in Section 5.04.
- 5.02 Termination by State. This Agreement may be terminated on a State-by-State basis in accordance with the procedure set forth in Section 5.01. Notwithstanding termination of this Agreement in one or more States, this Agreement shall remain in full force and effect in the remaining States.

5.03 Termination upon Sale. Notwithstanding anything to the contrary contained herein, GTE may terminate this Agreement as to a specific GTE exchange in the event that GTE sells or otherwise transfers the exchange. GTE shall provide Provider with at least ninety (90) days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific exchange, this Agreement shall remain in full force and effect in the remaining exchanges.

5.04 Survival. Notwithstanding the termination of this Agreement in a State, the Parties' obligations with respect to any directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. For example, if a Party terminates this Agreement in State A effective as of June 30, 1997, the Parties' survival obligations shall apply as follows:

<u>Exchange</u>	<u>Beginning of Publication Cycle*</u>	<u>Expiration of Obligations</u>
1	January 1, 1997	December 31, 1997
2	June 1, 1997	May 31, 1998
3	August 1, 1997	June 30, 1997

* A publication cycle begins the day following the listing activity close date for the current year's publication.

ARTICLE 6 CONFIDENTIAL INFORMATION

6.01 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source.
- (b) To limit access to such Confidential Information to authorized employees who

have a need to know the Confidential Information for performance of this Agreement.

- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature.
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source.
- (e) To return promptly any copies of such Confidential Information to the source at its request.
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

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

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

ARTICLE 7 INDEMNIFICATION

7.01 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or

destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

- 7.02 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, GTE MAKES NO REPRESENTATIONS OR WARRANTIES TO PROVIDER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. GTE DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 7.03 LIMITATION OF LIABILITY. GTE'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE SHALL GTE BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

ARTICLE 8 DISPUTE RESOLUTION

- 8.01 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, 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 procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 8.02 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

- 8.03 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of 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) days of the demand for arbitration. The arbitration shall be held in the city where this Agreement was executed by GTE. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 8.04 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.

ARTICLE 9 MISCELLANEOUS

- 9.01 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.
- 9.02 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, obligations, and duties to any legal entity that is 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 assumption of the rights, obligations, and duties of the assigning Party.
- 9.03 Authority. Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

- 9.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 9.05 Compliance with Law. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance as described in this Agreement.
- 9.06 Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
- 9.07 Default. If either Party refuses or fails in any material respect properly to perform its obligations under this Agreement, or violates any of the material terms or conditions of this Agreement, such refusal, failure, or violation shall constitute a default. In such event, the non-defaulting Party may so notify the other Party in writing of the default and allow that Party a period of thirty (30) calendar days to cure such default. If the defaulting Party does not cure such default within said thirty (30) calendar days, the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the other Party.
- 9.08 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.
- 9.09 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.
- 9.10 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God, wars, revolution, civil commotion, 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 Provider, 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.

- 9.11 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Texas and shall be subject to the exclusive jurisdiction of the courts therein.
- 9.12 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 9.13 Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
- 9.14 Multiple Counterparts. This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
- 9.15 No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both GTE and Provider.
- 9.16 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 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. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, GTE/Provider holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE Telephone Operations
Attention: Allan M. Peters
600 Hidden Ridge, HQE02B62
Irving, Texas 75038
Facsimile number: (214) 718-7899

If to Provider: _____

- 9.17 Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Provider.
- 9.18 Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. If this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until fifteen (15) Business Days after receipt by the Parties of written notice of such approval. "Business Day" shall mean Monday through Friday, GTE/Provider holidays excepted. If the regulatory agency accepts this Agreement in part and rejects it in part, or makes a material modification to the Agreement as a condition of its approval, either Party may cancel this Agreement without penalty or liability upon written notice to the other Party.
- 9.19 Severability. If any provision, of this Agreement is held by a court or regulatory body 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 a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.
- 9.20 Subcontractors. GTE may enter into subcontracts with third parties or GTE affiliates for the performance of any of GTE's duties or obligations under this Agreement.
- 9.21 Tariffs. To the extent this Agreement is inconsistent with the terms of any applicable GTE tariff, the terms and conditions of any such tariff shall supersede the terms of this Agreement and shall apply to the provision of the service by GTE to Provider. Each Party agrees to cooperate with each other and with any regulatory agency to obtain

regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

9.22 Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. Provider does not acquire any right to use, and shall not use, the name "GTE," the GTE logo, or any other GTE trademark or service mark.

9.23 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE	Provider
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____