

**INTERCONNECTION, SERVICES
AND NETWORK ELEMENTS**

AGREEMENT

between

GTE CORPORATION

and

AT&T Corp.

Effective Date: _____, 1996

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PREFACE

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 1996, (the "Effective Date") is entered into by and between AT&T Corp., a New York Corporation, having an office at 295 North Maple Avenue, Basking Ridge, New Jersey 07920, on behalf of itself, and its Affiliates, including without limitation AT&T Communications of the Pacific Northwest, Inc., a Washington Corporation (individually and collectively "AT&T"), and GTE Corporation, having offices at One Stamford Forum, Stamford, Connecticut 06904 and its Affiliates, including without limitation GTE Northwest Incorporated, (individually and collectively "GTE"). This Agreement covers services in the state of Washington (the "State").

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers, 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 Local Exchange Carrier premises, and

WHEREAS, GTE is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that GTE negotiate an Agreement with AT&T for the provision of Interconnection Services, Unbundled Network Elements, Local Services for Resale, collocation and access to poles, ducts, conduits and rights of way pursuant to the Act and in conformance with GTE's duties under the Act; and

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 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 have arrived at this Agreement,

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, AT&T and GTE hereby agree as follows:

SCOPE, INTENT AND DEFINITIONS

This Agreement governs the purchase by AT&T of certain telecommunications services provided by GTE in its service areas for resale by AT&T, the purchase by AT&T of certain unbundled network elements from GTE, the terms and conditions of the collocation of certain equipment of AT&T in the premises of GTE, the provision by GTE of access to its poles, conduits and rights of way and the reciprocal interconnection of traffic between each Party's local facilities.

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.

For purposes of this Agreement, certain terms have been defined in Attachment 10 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. 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. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning given them in the Act. For convenience of reference only, Attachment 10 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. Provision of Local Service and Unbundled Network Elements

This Agreement, which consists of these General Terms and Conditions and Attachments 1-14 and their accompanying Appendices, sets forth the terms, conditions and prices under which GTE agrees to provide (a) services for resale (hereinafter referred to as "Local Services") and (b) certain unbundled Network Elements, Ancillary Functions and additional features to AT&T (hereinafter collectively referred to as "Network Elements") or combinations of such Network Elements ("Combinations") for AT&T's own use or for resale to others, and for purposes of offering voice, video, or data services of any kind, including, but not limited to, local exchange services, intrastate toll services, and intrastate and interstate exchange access services and (c) access to GTE's poles, conduits and rights of way. This Agreement also sets forth the terms and conditions for the interconnection of AT&T's local network to GTE's local network and the reciprocal compensation for the transport and termination of reciprocal interconnection telecommunications services, (hereinafter referred to as "Interconnection Services".) Unless otherwise provided in this Agreement, GTE will perform all of its obligations hereunder throughout its service area in the State, subject to the requirements of this Agreement. The Network Elements, Combinations or Local Services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Local Services provided by GTE or to any Network Elements, Combinations or Local Services provided by AT&T itself or by any other vendor. Subject to the requirements of this Agreement, AT&T may, at any time add, delete, relocate or modify the Local Services, or Network Elements or Combinations purchased hereunder. GTE will not discontinue any Network Element, Combination or Local Service provided hereunder without the prior written agreement of AT&T.

2. Term of Agreement

This Agreement shall become effective on the date the same is executed by authorized representatives of both companies, or becomes effective by operation of law, whichever is earlier, and shall remain effective for a period of five (5) years and shall continue in effect for consecutive one (1) year terms thereafter unless 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.

3. **Termination of Agreement; Transitional Support**

- 3.1 AT&T may elect at any time to terminate this entire Agreement at AT&T's sole discretion, upon ninety (90) days written notice to GTE. In such case, AT&T's liability shall be limited to payment of the amounts due for Local Services, Network Elements, Combinations and Interconnection Services provided up to and including the date of termination. GTE recognizes that the Local Services, Network Elements and Combinations provided hereunder are vital to AT&T and must be continued without interruption, and that upon the termination or expiration of this Agreement, AT&T may itself provide or retain another vendor to provide comparable Local Services, Network Elements, or Combinations. GTE agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Local Services, Network Elements and Combinations are not degraded and to exercise diligent efforts to assist in an orderly and efficient transition.
- 3.2 AT&T may terminate any Local Service(s), Network Element(s) or Combination(s) provided under this Agreement upon thirty (30) days written notice to GTE, unless a different notice period or different conditions are specified for termination of such Local Service(s), Network Element(s) or Combination(s) in this Agreement, in which event such specific period and conditions shall apply.
- 3.3 GTE will not discontinue any unbundled Network Element, Ancillary Function or Combination thereof during the term of this Agreement without AT&T's written consent, except (1) to the extent required by network changes or upgrades, in which event GTE will comply with the network disclosure requirements stated in the Act and the FCC's implementing regulations; or (2) if required by a final order of the Court, the FCC or the Commission as a result of remand or appeal of the FCC's order In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Docket 96-98. In the event such a final order allows but does not require discontinuance, GTE shall make a proposal for AT&T's approval, and if the parties are unable to agree, either party may submit the matter to the Dispute resolution procedures described in Attachment 1. GTE will not discontinue any Local Service or Combination of Local Services without providing 60 days advance written notice to AT&T. If GTE discontinues a Local Service or combination of Local Services, GTE shall either (1) limit the discontinuance to new customers and grandfather the service for all AT&T resale customers who subscribe to the service as of the date of discontinuance; or (2) offer to AT&T for resale an alternative service, at the same price, having substantially similar capabilities.

4. **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.

5. **Option to Obtain Local Services or Network Elements Under Other Agreements**

If at any time while this Agreement is in effect, GTE enters into an agreement with another party to provide Local Services, Network Elements or Combinations GTE shall provide such agreement to AT&T within five (5) days of the date the agreement is signed. If such agreement contains prices, terms or conditions different from those available under this Agreement, then AT&T, at its discretion, may substitute the prices, terms and conditions, in whole or in part, offered to that other party in place of the relevant prices, terms and conditions in this Agreement. AT&T may exercise this option by delivering written notice to GTE. GTE shall thereafter continue to provide Local Services, Network Elements or Combinations to AT&T, as required by this Agreement, subject to the prices, terms, and conditions that AT&T elects to substitute from such other third party agreement.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability contained in this Agreement and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

AT&T and GTE each shall comply with all Applicable Law that relates to i) its obligations under or activities in connection with this Agreement; or ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and GTE each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. GTE shall accept orders for Local Service, Network Elements or Combinations in accordance with Part 64 of the FCC Rules. GTE, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for GTE to provide the Network Elements and Local Services pursuant to this Agreement.

8. **Responsibility For Environmental Contamination**

8.1 AT&T shall in no event be liable to GTE for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that AT&T did not introduce to the affected Work Location. GTE shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that GTE, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard for which GTE is responsible under Applicable Law.

8.2 GTE shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that GTE did not introduce to the affected Work Location. AT&T shall indemnify, defend (at GTE's request) and hold harmless GTE, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard for which AT&T is responsible under Applicable Law.

9. **Regulatory Matters**

9.1 GTE shall be responsible for obtaining and keeping in effect all FCC, state

regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with GTE in obtaining and maintaining any required approvals for which GTE is responsible, and GTE shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

- 9.2 If GTE files a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, GTE shall:
- (i) consult with AT&T reasonably in advance of such filing about the form and substance of such filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon GTE that are identical to those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall GTE file any tariff that purports to govern the provision of Local Service, Network Elements or Combinations to AT&T that is inconsistent with the rates and other terms and conditions set forth in this Agreement. If, subsequent to the effective date of any such tariff, GTE is ordered not to file tariffs with the State regulatory commission or the FCC, or is permitted not to file tariffs (and elects not to do so), either generally or for specific Local Services, Network Elements, or Combinations, the terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted shall, to the degree not inconsistent with this Agreement, be deemed incorporated in this Agreement by reference.
- 9.3 If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or GTE to perform any material terms of this Agreement, AT&T or GTE may, on 30 days written notice (delivered not later than 30 days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. If such new terms are not renegotiated within 90 days after such notice, the Dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Attachment 1.
10. **Liability and Indemnity**
- 10.1 **Liabilities of AT&T** - AT&T's liability to GTE during any Contract Year resulting from any and all causes, other than as specified in Sections 7, 8 and

10.4 below, shall not exceed an amount equal to the amount due and owing by AT&T to GTE under this Agreement during the Contract Year in which such cause accrues or arises.

10.2 **Liabilities of GTE** - GTE's liability to AT&T during any Contract Year resulting from any and all causes, other than as specified in Sections 7, 8 and 10.4 below shall not exceed (i) an amount equal to any amounts due and owing by AT&T to GTE under this Agreement during the Contract Year in which such cause accrues or arises plus (ii) any access or exchange access fees or charges payable by AT&T to GTE during the Contract Year in which such cause accrues or arises.

10.3 **No Consequential Damages** - NEITHER AT&T NOR GTE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT GTE'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY GTE'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. FOR PURPOSES OF THIS SECTION 10, AMOUNTS DUE AND OWING TO AT&T PURSUANT TO SECTION 11 (SERVICE PARITY) AND THE ATTACHMENT REFERENCED IN THAT SECTION SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

10.4 **Obligation to Indemnify** - Each party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgement or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out

of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status or the actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from AT&T or AT&T's Customer's use of the Local Services, Network Elements or Combinations provided under this Agreement.

- 10.5 **Obligation to Defend; Notice; Co-operation** - Whenever a Claim shall arise for indemnification under this Section 10.5, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing party's or refusing parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the

relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Service Parity and Standards**

- 11.1 Notwithstanding anything in this Agreement to the contrary, GTE shall meet or exceed any service standard imposed by the FCC or by any state regulatory authority.
- 11.2 GTE shall provide AT&T with Local Services of the kind and quality necessary to ensure that AT&T can provide retail local exchange services which are at least equal in quality to comparable GTE retail local exchange services. The standards for service parity are described in Attachment 12.
- 11.3 GTE and AT&T agree to implement standards to measure the quality of the Local Services and Unbundled Network Elements supplied by GTE, in particular with respect to pre-ordering, ordering/provisioning, maintenance and billing. These quality standards are described in Attachment 12.
- 11.4 GTE shall provide AT&T with the earliest practical notice of any new or changed feature, functionality or price pertaining to pre-ordering, ordering/provisioning, maintenance and billing for Local Services necessary to ensure that AT&T can provide retail local exchange services which are at least equal in quality to comparable GTE retail local exchange services.

12. **Customer Credit History**

AT&T and GTE agree to make available to a designated third-party credit bureau, on a timely basis, such of the following customer payment history information that is available for each person or entity that applies for local or IntraLATA toll Telecommunications Service(s) from either carrier. Such information shall be provided on the condition that the credit bureau will only make such information available to the carrier to which the person or entity in question has applied for Telecommunication Service.

Applicants name;
Applicant's address;
Applicant's previous phone number; if any;
Amount, if any, of unpaid balance in applicant's name;
Whether applicant is delinquent on payments;
Length of service with prior local or IntraLATA toll provider;
Whether applicant had local or IntraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and
Whether applicant was required by prior local or IntraLATA toll provider to pay a deposit or make an advance payment, including the amount of

each.

- 12.1 **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 one Party, the end user's previous telephone number will not be made available to the other Party until the end user's outstanding balance has been paid.

13. **Force Majeure**

- 13.1 Except as otherwise specifically provided in this Agreement (including by way of illustration circumstances where GTE is required to implement Disaster Recovery plans to avoid delays or failure in performance and the implementation of such plans was designed to avoid the delay or failure in performance), neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations which are under the supervision of either of the Parties. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.
- 13.2 Notwithstanding subsection 1, preceding, no delay or other failure to perform shall be excused pursuant to this Section:
- (i) by the acts or omission of a party's subcontractors, materialmen, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves the product of a Force Majeure condition,

and do not relate to environmental, health or safety conditions at Work Locations, and

(ii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

14. **Certain State and Local 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.

15. **Alternative Dispute Resolution**

15.1 All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof, except those arising pursuant to Attachment 6, Connectivity Billing, shall be resolved according to the procedures set forth in Attachment 1. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Subsection 15.1 nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 1.

16. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered

personally or delivered by prepaid overnight express service, certified mail, return receipt requested or by facsimile (followed by a hard copy delivered by U.S. Mail) to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Reed Harrison
Vice President, AT&T
Room 4ED103
One Oak Way
Berkeley Heights, New Jersey 07922

and

Steve Davis
Vice President, AT&T
Room 3252J1
295 North Maple Ave.
Basking Ridge, New Jersey 07920

If to GTE: **[To be provided by GTE]**

Receiving Party's Title
Company Name
Street Address
City, State Zip Code

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving 7 days' prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

17. **Confidentiality and Proprietary Information**

- 17.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient that is stamped, labelled, or otherwise designated as "Proprietary" or "Confidential" or that contains other words or symbols clearly indicating that the information is intended to be secure from public disclosure. "Confidential Information" also includes information that is provided or disclosed orally or visually if it is identified as proprietary or confidential when provided or disclosed and is summarized in a writing so marked and delivered within ten (10) days following such disclosure. Notwithstanding the foregoing, all orders for Local Services, Network Elements or Combinations placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of AT&T

customers pursuant to the Act and the rules and regulations of the FCC and Recorded Usage Data as described in Attachment 7, whether disclosed by AT&T to GTE or otherwise acquired by GTE in the course of the performance of 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.

17.2 For a period of three (3) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees or agents or consultants having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. Any agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 17.

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

The Recipient agrees to return to the Discloser all Confidential Information received in tangible form from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement or as otherwise required by applicable law. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

17.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by GTE that are or may be required by the Act, subject to the requirements concerning notice and other measures specified in the last

sentence of this Subsection. Additionally, the Recipient may disclose Confidential Information if so required by law, a court of competent jurisdiction, or governmental or administrative agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement, and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order and complies with any protective order that covers the Confidential Information to be disclosed.

- 17.6 Each party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination in accordance with the terms of Subsection 17.2.
- 17.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 17.8 Each party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

18. **Branding**

Services offered by AT&T that incorporate Network Elements or Combinations made available to AT&T pursuant to this Agreement, and Local Services that AT&T offers for resale shall, at AT&T's sole discretion, be branded exclusively as AT&T services, or otherwise, as AT&T shall determine. Except where otherwise agreed in the Attachments to this Agreement, or specified in a separate writing by AT&T, AT&T shall provide the exclusive interface to AT&T Customers in connection with the marketing or offering of AT&T services. In those instances where AT&T requires GTE personnel to interface directly with AT&T Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to AT&T shall bear no corporate name, logo, trademark or tradename other than AT&T's or such other brand as AT&T shall determine. In no event shall GTE personnel acting on behalf of AT&T pursuant to this Agreement provide information to AT&T customers about GTE products or services.

19. **Directory Listings Requirements**

- 19.1 GTE shall include AT&T Customers on a non-discriminatory basis in its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions:
- 19.1.1 AT&T shall supply to GTE, on a regularly scheduled basis, all listing information for AT&T Customers who wish to be listed in the White Pages of the GTE published directory for that subscriber area. Listings in the White Pages directories will consist of names, addresses (including city and ZIP code) and telephone numbers. GTE shall employ AT&T's listing information for the production of GTE-published White and Yellow Page directories. GTE shall obtain AT&T's prior written approval for the use of AT&T customers' listings for any other purpose.
- 19.1.2 GTE shall provide, at no charge to AT&T, White Pages name, address and telephone number listings for each AT&T Customer. Where an AT&T Customer has two numbers for a line due to the implementation of interim Local Number Portability, the second number shall be considered part of the White Pages basic listing. GTE shall permit AT&T Customers the option of not having a published White Pages listing. GTE shall provide for each AT&T Customer who subscribes to business services (i) one Yellow Pages basic listing at no charge to AT&T and (ii) additional Yellow Pages basic listings at wholesale rates set forth in Part V of this Agreement. GTE shall provide monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in all states requested by AT&T.
- 19.1.3 Yellow Pages advertising may be sold to AT&T Customers at AT&T's request and billed on AT&T's behalf by GTE pursuant to a separate agreement with GTE's advertising and publishing subsidiary. AT&T will take over all billing for Yellow Pages advertising by September 1997.
- 19.1.4 AT&T will supply GTE in accordance with the monthly schedules (for a twelve (12) month rolling period) provided by GTE with all required Customer mailing information, to enable GTE to perform its distribution responsibilities. GTE shall deliver Directory Listings in book form ("Telephone Directories") to AT&T Customers. Timing of such delivery and the determination of which Telephone Directories shall be delivered (by customer address, NPA/NXX or other criteria), and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that GTE delivers Telephone Directories to its own local service customers. Upon directory publication, GTE will arrange for the distribution of the directory to AT&T's Customers in the directory coverage area at no charge. After directory publication and over the life of the directory, GTE will arrange for the distribution of the directory to new AT&T Customers who previously did not have dialtone and those AT&T Customers requesting replacement or additional directories.
- 19.1.5 GTE shall, at no charge to AT&T, make available recycling services for Telephone Directories to AT&T Customers under the same terms and

conditions that GTE makes such services available to its own local service customers.

19.1.6 Notwithstanding anything to the contrary contained herein, GTE may terminate this Section 19 as to a specific GTE exchange in the event that GTE sells or otherwise transfers the exchange to an entity other than a GTE Affiliate. GTE shall provide AT&T 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 the Section 19 as to a specific exchange, this Section 19 shall remain in full force and effect in the remaining exchanges.

19.1.7 Notwithstanding the termination of this Section 19, 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 Section 19 effective as of June 30, 1997, the Parties' survival obligations shall apply as follows:

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

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

19.2 Directory Listing criteria shall be specified by GTE. GTE shall provide any changes to its Directory Listing Criteria thirty (30) days in advance of such charges becoming effective. The Directory Listing criteria shall include:

19.2.1 Classified heading information;

19.2.2 Rules for White Pages and Yellow Pages listings (e.g., eligibility for free Yellow Pages listing, space restrictions, unlisted and unpublished listings, abbreviated listings, foreign listings, and heading requirements);

19.2.3 Identification of Enhanced White Pages and Enhanced Yellow Pages listings available;

19.2.4 Publication schedules for White Pages and Yellow Pages;

19.2.5 Identification of which Telephone Directories are provided to which customers by customer address, NPA/NXX or other criteria;

19.2.6 Telephone Directory delivery schedules;

- 19.2.7 Restrictions, if any, on number of Telephone Directories provided at no charge to customer;
- 19.2.8 Processes and terms and conditions for obtaining foreign Telephone Directories from GTE; and
- 19.2.9 Geographic coverage areas of each Telephone (by municipality and NPA/NXX).
- 19.3 GTE shall include, in the customer information section of each Telephone Directory, one full page of information about AT&T services, including addresses and telephone numbers for AT&T Customer service. The form and content of such customer information shall be provided by AT&T to GTE and shall be subject to GTE review and approval, which approval shall not be unreasonably withheld. AT&T agrees to pay a rate equal to (TBD) for the inclusion of this full page.

20. **Subscriber List Information**

- 20.1 GTE shall include in its master subscriber system database all Subscriber Listing Information for all AT&T Customers, including those with nonpublished and unlisted numbers, at no charge to AT&T.
- GTE shall provide to AT&T, at AT&T's request, within thirty (30) days after the Effective Date, all published Subscriber List Information (including such information that resides in GTE's master subscriber system database) via electronic data transfer acceptable to AT&T, on the same terms and conditions and at the same rates that GTE provides its own Subscriber List information to other third parties. Changes to the Subscriber List Information shall be updated on a daily basis through the same electronic data transfer means used to transmit the initial List. Subscriber List Information provided shall indicate whether the customer is a residence or business customer.
- 20.2 GTE will not release Subscriber List Information ("SLI") that includes AT&T Customer information to third parties without AT&T's approval. AT&T shall inform GTE if it desires to have GTE provide the AT&T customer SLI to the third party, in which case, GTE shall provide the AT&T customer SLI at the same time as GTE provides the GTE customer SLI to the third party. GTE shall charge AT&T no more than the direct costs of compiling such information. AT&T shall be responsible for billing the third party.

21. **Busy Line Verification and Busy Line Verification Interrupt**

- 21.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

- 21.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
- 21.3 Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide BLV and 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 on a bill-and-keep basis.
22. **Number Assignment**
- 22.1 GTE shall allocate Central Office Codes, i.e. NXXs, in a neutral manner at parity with itself in those LATAs where GTE is the number administrator. GTE shall not charge a fee for the allocation of NXXs to AT&T for any costs including, but not limited to, programming expenses incurred by GTE in their role as number administrator.
- 22.2 GTE shall process all AT&T NXX requests in a timely manner as per the ICCF Code Assignment Guidelines and will provide numbers in any NPA/NXX associated with a terminating line within the boundaries of an LSO, in those LATAs where GTE is the number administrator.
- 22.3 GTE, during the interim period, will maintain its current process of notifying public utility commissions and state regulatory bodies of plans for NPA splits and code relief.
- 22.4 GTE shall treat as confidential, and solely for use in its role as Code Administrator and for no other purpose, any and all information received from AT&T regarding NPA/NXX forecasts. This information shall be used only for the purposes of code administration, e.g. NPA code relief studies.
- 22.5 GTE shall participate in the transition of its code administration responsibilities to a neutral third party and will notify AT&T in case there are not a sufficient amount of numbers to meet the forecast requirements of AT&T.
- 22.6 GTE shall provide AT&T with a file, or files, containing a street address/LSO cross reference indicating which LSO serves the cross referenced street address.

23. **Miscellaneous**

23. **Delegation or 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, an 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.

23.2 **Subcontracting** - GTE may not subcontract the performance of any obligation under this Agreement without the prior written consent of AT&T, which consent shall not be unreasonably withheld. If any obligation is performed through a subcontractor, GTE shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and GTE shall be solely responsible for payments due its subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third Party in connection with the provision of Local Services or Network Elements hereunder shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

23.3 **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.

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

23.5 **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.

23.6 **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 privilege.

23.7 **Referenced Documents** - Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, GTE Practice, any publication of telecommunications industry administrative or technical standards, 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 is in

effect at the time of the execution of this Agreement, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, GTE Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications or standards, AT&T shall elect which requirement shall apply to the Local Services, Unbundled Elements, or Ancillary Functions ordered by AT&T.

- 23.8 **Regulatory Agency Control** - This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC 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 five (5) Business Days after receipt by the Parties of written notice of such approval. "Business Day" shall mean Monday through Friday, except for holidays on which the U. S. Mail is not delivered.
- 23.9 **Governing Law** - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State in which the Services are provided and shall be subject to the exclusive jurisdiction of the courts therein, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Irving, Texas and Basking Ridge, New Jersey, and waive any and all objections to a Texas or New Jersey venue.
- 23.10 **Publicity and Advertising** - Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, or the provision of Local Services, Unbundled Network Elements, Ancillary Functions or Interconnection 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 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.
- 23.11 **Amendments or Waivers** - Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.
- 23.12 **Severability** - If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall

not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

- 23.13 **Entire Agreement** - This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 23.14 **Survival of Obligations** - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- 23.15 **Executed in Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 23.16 **Headings of No Force or Effect** - The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.
- 23.17 **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.
- 23.17 **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 Party for any purpose whatsoever.

PART I LOCAL SERVICES RESALE

24. Telecommunications Services Provided for Resale

At the request of AT&T, and pursuant to the requirements of the Act, GTE will make available to AT&T for resale any Telecommunications Service that GTE currently provides, or may offer hereafter. GTE shall also provide Service Support Functions as set forth in this Part. The Telecommunications Services and Service Support Functions provided by GTE pursuant to this Agreement are collectively referred to as "Local Service." All services or offerings of GTE which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.

25. General Terms and Conditions for Resale

25.1 Ordering

The Parties shall apply the principles set forth in 47 C.F.R. §64.1100 to the process for end-user selection of a primary local exchange carrier. Neither Party shall require a disconnect order, letter of authorization or other writing from a customer, or another LEC, in order to process an order for Local Service. Each Party shall transfer the customer's service features and functionalities "as is" to the other Party when requested by a customer. Each Party will provide the capability for customers to retain their current phone number in the event that they change local service providers, allowing them to retain all existing features and functionalities.

GTE shall include an AT&T Customer's listing in its Directory Assistance database as part of the Local Service Request ("LSR") process. GTE will honor AT&T Customer's preferences for listing status, including non-published and unlisted, as noted on the LSR or similar form and will ensure that the listing appears as AT&T requested in the GTE database which is used to perform Directory Assistance functions.

25.2 Pricing:

The prices charged to AT&T for Local Service are set forth in Part V of this Agreement.

25.3 No Restrictions on Resale

AT&T may resell Local Services to provide Telecommunications Services to

any and all classes of end-users, except for services provided pursuant to Voluntary Federal Customer Financial Assistance Programs and Link-Up services which AT&T may only resell to those customers who are eligible for such services. GTE will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

25.4 **Dialing and Service Parity; Number Portability**

25.4.1 GTE shall ensure that all AT&T Customers experience the same dialing parity as similarly-situated GTE customers, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a similarly-situated GTE customer; (ii) the AT&T Customer may retain its local telephone number with no loss of features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is equal in quality to that experienced by a similarly-situated GTE customer.

25.4.2 GTE shall ensure that all AT&T Customers experience the same service levels as similarly situated GTE customers, and that there is no loss of features or functionalities including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll calling; InterLATA toll calling and international calling; 500, 700, 800, 900, 976 and Dial Around (10xxx) Services; restricted collect and third number billing; all available speeds of analogue and digital private lines; off-premise extensions; CENTRANET and ISDN.

25.5 **Changes in Retail Service**

GTE will notify AT&T of any changes in the terms and conditions under which it offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction of any new features, functions, services or promotions or the discontinuance of current features or services, at least forty-five (45) days prior to the effective date of such change.

26. Requirements for Specific Services

26.1 **CENTRANET Requirements**

26.1.1 At AT&T's option, AT&T may purchase the entire set of CENTRANET features or a subset of any one or any combination of such features available feature packages. The CENTRANET Service provided for resale will meet the following requirements:

All features and functions of CENTRANET Service, whether offered under tariff or otherwise, shall be available to AT&T for resale, without any geographic or customer class restrictions.

- 26.1.1.2 GTE shall provide to AT&T a list of all CENTRANET features and functions offered by GTE within ten (10) days of the Effective Date, and shall provide updates to said list forty-five (45) days prior to the effective date of the new features.
- 26.1.1.3 All service levels and features of CENTRANET Service provided by GTE for resale by AT&T shall meet the service parity requirements set forth in this Part.
- 26.1.1.4 AT&T may aggregate the CENTRANET local exchange and IntraLATA traffic usage of AT&T Customers to qualify for volume discounts on the basis of such aggregated usage.
- 26.1.1.5 AT&T may aggregate multiple AT&T Customers on dedicated access facilities. AT&T shall pay the rates for DS-1 termination set forth in Part V of this Agreement for such service.
- 26.1.1.6 AT&T shall pay a one-time, non-recurring charge, as set forth in Part V of this Agreement to pay for the cost of suppressing the need for AT&T Customers to dial "9" when placing calls outside the CENTRANET System.
- 26.1.1.7 AT&T may use remote call forwarding in conjunction with CENTRANET Service to provide service to AT&T Local Service Customers residing outside of the geographic territory in which the GTE provides local exchange service.
- 26.1.1.8 AT&T may purchase any and all levels of CENTRANET Service (e.g., "gold", "silver" or "platinum") for resale, without restriction on the minimum or maximum number of lines that may be purchased for any one level of service.
- 26.1.1.9 GTE shall make available to AT&T for resale, at no additional charge, intercom calling among all AT&T Customers who utilize resold CENTRANET Service subject to applicable restrictions, such as limits on "business groups" and also subject to technical switch limitations.
- 26.1.1.10 AT&T may utilize Automatic Route Selection ("ARS") to provision access.

26.2 **CLASS/LASS and Custom Features Requirements**

AT&T may purchase the entire set of CLASS/LASS and Custom features and functions, or a subset of any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service, provided such CLASS/LASS and Custom features are available to GTE customers served by the same GTE Central Office. GTE shall provide to AT&T a list of all such CLASS/LASS and Custom features and functions within ten (10) business days of the Effective Date and shall provide updates to such list when new features and functions become available. GTE shall provide to AT&T a list of all services, features, and products including a definition of the service and how such services interact with each other. GTE shall provide features and services by street address guide and by LSO CLLI code. All features shall be at least at parity with the GTE service offering.

26.3 **Custom Calling**

GTE shall provide AT&T with the following custom calling features for AT&T

Customers served by those GTE Central Offices in which these features are provided to GTE customers: Call Forward; Call Forward/Busy; Call Forward/No Answer; Call Forward Combination Busy/No Answer; Remote Access to Call Forward; Call Forward Select; Three Way Calling; Speed Dial 8 and 30; Call Waiting; Call Hold and all other custom calling features that GTE makes available to GTE customers.

26.4 **Voluntary Federal Customer Financial Assistance Programs**

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state or federal regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Programs, such as Lifeline, and Link-Up America (collectively referred to as "Voluntary Federal Customer Financial Assistance Programs") and Directory Assistance - Exempt. When a GTE customer eligible for these services chooses to obtain Local Service from AT&T, GTE shall forward all information regarding such customer's eligibility to participate in such programs including any applicable certification procedures to AT&T, in electronic format in accordance with the procedures set forth herein.

26.5 **Intercept and Transfer Service**

GTE shall provide intercept and transfer service to AT&T for AT&T Customers on the same basis as such service is available to similarly situated GTE customers. 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. The announcement will provide the new number of the customer.

26.6 **E911/911 Services**

26.6 GTE shall provide to AT&T, for AT&T Customers, E911/911 call routing to the appropriate PS the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Location Information database) used to support E911/911 services, pursuant to National Emergency Management Agency (NEMA) standards.

Telephone Relay Service

Where GTE provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), GTE shall make such service available to AT&T at no additional charge, for use by AT&T Customers who are speech or

hearing-impaired. If GTE maintains a record of customers who qualify under any applicable law for Telephone Relay Service, GTE shall make such data available to AT&T as it pertains to AT&T Customers.

26.8 Voice Mail Services

GTE shall provide the following features capability for Voice Mail Services: the SMDI-E interface; the Message Waiting Indicator; the Call Forward on Busy/Don't Answer feature.

27. **Advanced Intelligent Network**

27.1 AT&T may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or a subset of any one or any combination of such features or functions, on a customer-specific basis. The AIN services provided by GTE to AT&T for resale shall meet the following requirements:

27.1.1 AIN, whether offered under tariff or otherwise, shall be available to AT&T for resale, without any geographic restrictions.

27.1.2 GTE shall provide full functionality access to AT&T on behalf of AT&T Customers, including the Service Control Point Database and Intelligent Functions.

27.1.3 All service levels, features and function components of AIN provided by GTE and offered for resale by AT&T shall meet the service parity standards and other performance standards specified in Section 11.

AT&T may purchase any and all levels of AIN service for resale, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

28. **Routing to Directory Assistance, Operator and Repair Services**

Where AT&T purchases either Local Switching as an Unbundled Element or Local Services, GTE will provide the functionality and features required to modify the AT&T Customer's line at GTE's local switch (LS) or Access Tandem (AT) to route all calls to the AT&T Network for Directory Assistance and the AT&T Platform for Operator and Repair Services.

28.1 Directory Assistance:

GTE shall route local Directory Assistance calls, including 411 or the equivalent IntraLATA dialing method and (NPA) 555-1212, dialed by AT&T Customers directly to the AT&T Network.

28.2 Operator Services:

GTE shall route local Operator Services calls (O+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform. Such traffic shall be routed over trunk groups specified by AT&T which connect GTE end offices and the AT&T Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-.

GTE will provide the functionality and features within its local switch (LS) or Access Tandem (AT), to route AT&T customer dialed 0- and 0+ IntraLATA calls to the AT&T designated line or trunk on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel via Modified Operator Services (MOS) Feature Group C signaling. In all cases, GTE will provide post-dial delay at least equal to that provided by GTE for its end user customers.

28.3 Repair Calls:

GTE shall route repair calls (e.g., 611) dialed by AT&T Customers directly to the AT&T repair center.

28.4 Non-discriminatory Treatment:

All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance, Local Operator and Repair Services that similarly-situated GTE customers dial for reaching equivalent GTE services.

28.5 Emergency Calls:

28.5 GTE, no later than ten (10) business days after the Effective Date, shall provide to AT&T the interim means agreed to by the parties. GTE will electronically transmit to AT&T, in a timely manner, all changes, alterations, modifications and updates to such data.

28.6 Optional Routing:

28.6.1 Operator Services: AT&T may request GTE to route AT&T Customers to GTE Operator Services. In this case, the requirements for GTE-provided Operator Services as part of the Total Services Resale service shall be those requirements specified in Attachment 2, "Unbundled Elements", Section 6.2, "Operator Services."

28.6.2 Directory Assistance: AT&T may request GTE to route AT&T Customers to GTE's Directory Assistance. In this case, the requirements for GTE-provided Directory Assistance Services as part of the Total Services Resale service shall be those requirements specified in Attachment 2, "Unbundled Elements", Section 6.3, "Directory Services."

28.7 Line Information Database Updates

GTE shall update and maintain AT&T Customer information in the GTE Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for GTE customers.

28.8 Telephone Line Number Calling Cards

Upon request by a customer or by AT&T on behalf of the customer, and effective as of the date of an end-user's subscription to AT&T Service, GTE will remove any GTE-assigned telephone line calling card number (including area code) ("TLN") from the LIDB. AT&T may issue a new telephone calling card to such customer, utilizing the same TLN, and AT&T shall have the right to enter such TLN in LIDB for calling card validation purposes.

28.9 End Office Features

GTE shall provide the following end-office features in those end offices in which such features are available to GTE customers: CLASS features; Repeat Dial Capability; Multi-line Hunting; and trunk connectivity to private branch exchange switches (PBX's) and Direct Inward Dialed Services and all other end-office features that GTE makes available to GTE customers.

28.10 Call Blocking

28.10 Upon AT&T's request, GTE will provide blocking on a line by line basis of an AT&T Customer's access to any or all of the following call types: 900, 976, bill to third and collect, and such other call types for which GTE provides blocking to similarly situated customers.

28.11 Law Enforcement and Service Annoyance

Not later than ten (10) business days after the Effective Date, GTE and AT&T will develop procedures to handle requests from law enforcement agencies for service termination, wire taps and provisions of Customer Usage Data pursuant to a lawful process as well as procedures to handle AT&T Customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for AT&T to interface with GTE regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis.

29. **Pay Phones and Pay Phone Services**

29.1 "Pay phones" are defined as telephone sets that are available to the public for use in sending and/or receiving telephony services.

29.2 "Pay phone lines" are defined as the loop from the pay phone point of demarcation to the Service Wiring Center and includes all supporting central office

functions and features.

29.3 GTE shall make available to AT&T for resale the following classes of pay phone lines:

29.3.1 Customer Owned Coin Operated Telephone (COCOT) Lines;

29.3.2 Coinless COCOT Lines;

29.3.3 Coin Lines in those jurisdictions where provision of such lines is required by law;

29.3.4 Coin Lines in those jurisdictions where provision of such lines is not required by law;

29.3.5 Semi Public Lines.

29.4 GTE shall also make available to AT&T for resale any future class of pay phone lines that GTE provides to any of its own customers.

29.5 GTE shall make available pay phone line service options as follows:

When providing COCOT Lines to AT&T for resale, GTE shall offer, in those jurisdictions and/or central offices where available: originating line screening; billed number screening; PIC protection for all 1+ local inter- and IntraLATA traffic; one way and/or two way service on the line; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users that contact GTE service centers; number portability for end users; touchtone service; line side supervision; GTE designated contact center as single point of contact for customer service; provisioning of 911 service; access to Answer Number Identifier (ANI) information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for 1+ international calls, 10xxx1+ international calls, 1-900 calls, 1-976 calls, DA link, any 1+ service that can be billed to the line but that is not rated, 1-700 calls, 1-500 calls, and inbound international calls where SS7 signalling is available.

29.7 When providing Coinless COCOT Lines to AT&T for resale, GTE shall offer, in those jurisdictions and/or central offices where available: originating line screening; billed number screening; PIC protection for all 1+ local inter- and IntraLATA traffic; one way and/or two way service on the line; flat and/or measured service; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users that contact GTE service center; number portability for end users; touchtone service; GTE designated contact center as single point of contact for customer service; provisioning of 911 service; access to ANI information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for any service that can be billed to the line but not rated and all 1+ calls except where local

mandate requires access to Directory Assistance.

29.8 When providing Coin Lines for resale, GTE shall offer, in those jurisdictions and/or central offices where available: Access to all Central Office intelligence required to provide Coin Line pay phone services; far end disconnect recognition; call timing for intra- and interLATA calls, PIC protection for all 1+ local, intra- and interLATA traffic; one way and two way service on the line; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users that contact GTE service center; number portability for end users; touchtone service; line side supervision; GTE designated contact center as single point of contact for customer service; provisioning of 911 service; access to ANI information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for 1+ international calls and any 1+ service that cannot be rated by the pay phone line or any operator services; AT&T rate tables for local and IntraLATA service.

When providing Semi Public Lines for resale, GTE shall make available: Access to all Central Office intelligence required to provide Semi Public Line pay phone services; far end disconnect recognition; call timing for intra- and interLATA calls; personnel to collect, count and deposit pay phone vault contents on behalf of AT&T; personnel to monitor vault contents for non-US currency or theft and report results to AT&T; installed pay phone enclosures branded as designated by AT&T; "bright" station technology; periodic revenue, maintenance and collection reports in electronic or paper form as specified by AT&T; one way and two way service on the line in those jurisdictions where available; detailed billing showing all 1+ traffic; AT&T's service center phone number to all AT&T end users that contact GTE service center; number portability for end users; touchtone service; line side supervision in those jurisdictions where available; GTE designated contact center as single point of contact for customer service; provisioning of 911 service; access to ANI information; all information necessary to permit AT&T to bill end users for access line usage; the same monitoring and diagnostic routines as GTE utilizes on its own facilities; one directory for each line installed; blocking for 1+ international calls and any 1+ service that cannot be rated by the pay phone line or any operator services; AT&T rate tables for local and IntraLATA service.

29.10 For any pay phone line provided to AT&T for resale, GTE shall also make available to AT&T any future pay phone line option that GTE provides to any of its own customers using such a pay phone line.

29.11 GTE shall adhere to the following additional requirements when providing pay phone lines for resale:

29.12 GTE shall provide AT&T with the same call restrictions and fraud protections used by GTE in connection with its pay phones.

29.13 GTE shall not block AT&T's existing access to [NAI] codes.

29.14 GTE shall forward all AT&T pay phone customers to the designated AT&T line or trunk group for handling Operator Services or Directory Assistance calls.

29.15 GTE shall meet the installation and repair interval DMOQs specified by AT&T.

29.16 GTE shall provide all pay phone lines for resale to AT&T at a commercially viable wholesale price.

30. **Service Support Functions**

30.1 Electronic Interface

GTE shall provide an electronic interface ("EI") for transferring and receiving Service Orders, for exchanging Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database), for scheduling Maintenance/Repairs and for Billing. This interface shall be administered through a gateway that will serve as a single point of contact for the transmission of such data from AT&T to GTE, and from GTE to AT&T. The requirements and implementation of such a data transfer system are subject to future agreement by AT&T and GTE. Until such time as a gateway is established, the EI to be used shall be the same EI as is currently used by GTE, as may be modified by agreement of the Parties during the interim period.

30.2 Service Standards

30.2.1 GTE shall ensure that all Service Support Functions used to provision Local Service to AT&T for resale are provided at a quality level which GTE is required to meet by its own internal procedures or by law, or is actually meeting, in providing Local Service to itself, to its end-users or to its affiliates.

30.2.2 Not later than ten (10) business days after the Effective Date of this Agreement, GTE and AT&T shall develop mutually agreed-upon escalation and expedite procedures to be employed at any point in the Local Service Pre-Ordering, Ordering/Provisioning, Testing, Maintenance, Billing and Customer Usage Data transfer processes to facilitate rapid and timely resolution of Disputes.

30.3 Point of Contact for the AT&T Customer

30.3.1 Except as otherwise provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T Customers.

30.3.2 GTE shall refer all questions regarding any AT&T service or product directly to AT&T at a telephone number specified by AT&T.

30.3.3 GTE shall ensure that all GTE representatives who receive inquiries regarding AT&T services: (i) provide such numbers to callers who inquire about AT&T services or products; and (ii) do not in any way disparage or discriminate against AT&T, or its products or services.

30.4 Single Point of Contact

Each party shall provide the other party with a single point of contact ("SPOC") for each functional area for all inquiries regarding the implementation of this Part. Each Party shall accept all inquiries from the other Party and provide timely

responses.

Service Order

To facilitate the ordering of new service for resale or changes to such service to an AT&T Customer ("Service Order"), AT&T's representative will have real-time access (as described in Section 30.1 preceding) to GTE customer information to enable the AT&T representative to perform the following tasks:

- 30.5.1 Obtain customer profile, including customer name, billing and residence address, billing telephone number(s), eligibility for Voluntary Federal Customer Financial Assistance Program, Telephone Relay, and other similar services, and identification of GTE features and services subscribed to by customer;
- 30.5.2 Obtain information on all features and services available, including new services, trial offers and promotions by LSO identified by CLLI Code, NPA-NXX and customer street address, as well as capacity availability;
- 30.5.3 Enter the AT&T Customer order for all desired features and services;
- 30.5.4 Assign a telephone number, including a vanity number, (if the AT&T Customer does not have one assigned). As an interim step prior to the implementation of the electronic interface specified in Section 30.1, GTE will establish an 800 (toll-free) number for AT&T;
- 30.5.5 The appropriate directory listing;
- 30.5.6 Determine if a service call is needed to install the line or service;
- 30.5.7 Schedule dispatch and installation, if applicable;
- 30.5.8 Provide service availability dates to Customer;
- 30.5.9 Order local IntraLATA toll service and enter AT&T Customer's choice of primary interexchange carrier on a single, unified order; and
- 30.5.10 Suspend, terminate or restore service to an AT&T Customer.

30.6 Provisioning

30.6.1 After receipt and acceptance of a Service Order, GTE shall provision such Service Order in accordance with the following Intervals and in accordance with the service parity standards and other performance standards specified in Section 11.

30.6.1.1 Turn-up of Local Service where no installation of facilities is required:

Residence and Business: within twenty-four (24) hours of acceptance of Service Order

Turn-up of Local Service where installation of facilities is required:

Residence: within ninety-six (96) hours of acceptance of Service Order

30.6.1.3 Feature Changes (after service turn-up):

Residence: within twenty-four (24) hours of acceptance of Service Order

Business: within twenty-four (24) hours after acceptance of Service Order if no installation dispatch is required.

30.6.1.4 Service Disconnects

Residence: Within twenty-four (24) hours after acceptance of Service Order

Business: Within four (4) hours after acceptance of Service Order if only software change is required.

Business: Within twenty-four (24) hours after acceptance of Service Order if central office change is required.

Business: Within ninety-six (96) hours after acceptance of Service Order if customer premises visit is required.

30.6.1.5 Provisioning functions performed by GTE will meet the service parity standards and other performance standards specified in Section 11.

30.6.2 GTE shall provide AT&T with service status notices, on a real-time basis (as described in Section 30.1 preceding). Such status notices shall include the following:

30.6.2.1 Firm order confirmation, including service availability date and information regarding the need for a service dispatch for installation;

30.6.2.2 Notice of service installation issued at time of installation, including any additional information, such as material charges;

30.6.2.3 Changes/rejections/errors in Service Orders;

30.6.2.4 Service completion;

30.6.2.5 Jeopardies and missed appointments;

30.6.2.6 Charges associated with necessary construction;

30.6.2.7 Order status at critical intervals;

Test results.

30.6.3 GTE shall inform AT&T of overall change order flexibility and any changes thereto on a real-time basis.

30.6.4 GTE shall notify AT&T prior to making any changes in the services, features or functions specified on the LSR. If an AT&T Customer requests a service change at the time of installation GTE shall refer the AT&T Customer to AT&T.

30.6.5 GTE shall provide provisioning support to AT&T twenty-four (24) hours a day, seven (7) days a week.

30.6.6 GTE shall provide training for all GTE employees who may communicate, either by telephone or face-to-face, with AT&T Customers, during the provisioning process. Such training shall utilize training materials provided by AT&T, and shall include compliance with the branding requirements of this Agreement.

30.7 Provision of Customer Usage Data

GTE shall provide the Customer Usage Data recorded by GTE. Such data shall include complete AT&T Customer usage data for Local Service, including both local and IntraLATA toll service (e.g., call detail for all services, including flat-rated and usage-sensitive features), in accordance with the terms and conditions set forth in Attachment 7.

30.8 Service/Operation Readiness Testing

30.8.1 In addition to testing described elsewhere in this Section 30, GTE shall test the systems used to perform the following functions at least fifteen (15) business days prior to commencement of GTE's provision of Local Service to AT&T, in order to establish system readiness capabilities:

30.8.1.1 All interfaces between AT&T and GTE work centers for Service Order Provisioning;

30.8.1.2 Maintenance, Billing and Customer Usage Data;

30.8.1.3 The process for GTE to provide customer profiles;

30.8.1.4 The installation scheduling process;

30.8.1.5 Network alarm reporting;

30.8.1.6 Telephone number assignment;

Procedures for communications and coordination between AT&T SPOC and GTE SPOC;

30.8.1.8 Procedures for transmission of Customer Usage Data; and

30.8.1.9 Procedures for transmitting bills to AT&T for Local Service.

30.8.2 The functionalities identified above shall be tested in order to determine whether GTE performance meets the service parity requirements and other performance

standards specified in Section 11. GTE shall make available sufficient technical staff to perform such testing. GTE technical staff shall be available to meet with AT&T as necessary to facilitate testing. GTE and AT&T shall mutually agree on the schedule for such testing.

30.8.3 At AT&T's request, GTE shall provide to AT&T any results of the testing performed pursuant to the terms of this Part. AT&T may review such results and may notify GTE of any failures to meet the requirements of this Agreement.

30.8.4 During the term of this Agreement, GTE shall participate in cooperative testing requested by AT&T whenever it is deemed necessary by AT&T to ensure service performance, reliability and customer serviceability.

30.9 Maintenance

GTE shall provide maintenance in accordance with the requirements and standards set forth in Attachment 5 and in accordance with the service parity requirements set forth in this Agreement.

30.10 Billing For Local Service

30.10.1 GTE shall bill AT&T for Local Service provided by GTE to AT&T pursuant to the terms of this Part, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 6.

30.10.2 GTE shall recognize AT&T as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to AT&T.

31. **[Reserved]**

PART II: UNBUNDLED NETWORK ELEMENTS

32. Introduction

This Part II sets forth the unbundled Network Elements that GTE agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act and 47 CFR 51.307 to 51.321 of the FCC Rules. The specific terms and conditions that apply to the unbundled Network Elements are described below and in the Network Elements Service Description Attachment. The price for each Network Element is set forth in Part V of this Agreement.

33. Unbundled Network Elements

33.1 GTE will offer Network Elements to AT&T on an unbundled basis on rates terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of 47 CFR 51.311 of the FCC.

33.2 GTE will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or by third parties with each of GTE's unbundled Network Elements at any point designated by AT&T that is technically feasible.

33.3 AT&T, at its option, may designate any technically feasible network interface at a Served Premises, including without limitation, DS0, DS-1, DS-3, STS-1, and OC-n (where n equals 1 to 48) interfaces, and any other interface described in the applicable technical references.

33.4 AT&T may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein, or as may otherwise be determined by AT&T.

33.5 GTE shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit AT&T to combine such Network Element or Network Elements with another Network Element or other Network Elements obtained from GTE or with network components provided by itself or by third parties to provide telecommunications services to its customers.

33.6 For each Network Element, GTE shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross-Connect or Light Guide Cross-Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where GTE provides contiguous Network Elements to AT&T, GTE may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

GTE shall not charge AT&T an interconnection fee or demand other consideration for directly interconnecting any Network Element or Combination to any other Network Element or Combination provided by GTE to AT&T if GTE directly interconnects the same two Network Elements or Combinations in providing any service to its own customers or a GTE affiliate, including the use of intermediate devices, such as a digital

signal cross connect panel, to perform such interconnection.

33.8 The total charge to AT&T to interconnect any Network Element or Combination to any other Network Element or Combination provided by GTE to AT&T if GTE does not directly interconnect the same two Network Elements or Combinations in providing any service to its own customers or a GTE affiliate (e.g., the interconnection required to connect the Loop Feeder to an AGTE's collocated equipment), shall be the total service long-run incremental cost of providing the interconnection.

33.9 Subsections 33.9.1 through 33.9.11 below list the Network Elements that AT&T and GTE have identified as of the Effective Date of this Agreement. AT&T and GTE agree that the Network Elements identified in this Part II are not exclusive. Either party may identify additional or revised Network Elements as necessary to improve services to customers, to improve network or service efficiencies or to accommodate changing technologies, customer demand, or regulatory requirements. Upon the identification of a new or revised Network Element, the party so identifying the new or revised Network Element shall notify the other party of the existence of and the technical characteristics of the new or revised Network Element. If the parties do not agree on the existence of and the technical characteristics of the newly identified or revised Network Element, any issues that have not been resolved by the parties within thirty days of notification shall be submitted to the Dispute Resolution Procedures as set forth in this Agreement. Within thirty (30) days of AT&T and GTE agreeing on the technical characteristics of the new or revised Network Element, the parties will attempt to agree on the rates, terms and conditions that would apply to such Network Element and any effects, if any, on the price, performance or other terms and conditions of existing Network Elements. If the parties do not agree on rates, terms and conditions and other matters set forth herein, any issues that have not been resolved by the parties within thirty days shall be submitted to the Dispute Resolution Procedures as set forth in this Agreement. Additionally, if GTE provides any Network Element that is not identified in this Agreement, to itself, to GTE's own customers, to a GTE affiliate or to any other entity, GTE will provide the same Network Element to AT&T on rates, terms and conditions no less favorable to AT&T than those provided to itself or to any other party. The Network Elements are described below. Additional descriptions, and requirements for each Network Element are set forth in Attachment 2.

“Loop or Loop Combination”

The “Loop” or “Loop Combination” is a combination of the network interface device (NID), loop distribution and loop feeder, with or without a loop concentrator/multiplexer. The loop is the physical medium or functional path on which a subscriber's traffic (multiplexed or non-multiplexed, concentrated or non-concentrated) is carried from the MDF, DSX, LGX or DCS in a central office or similar environment (including remote switching modules) up to the termination at the NID at the customer's premise. The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible.

33.9.1.1 The “**Network Interface Device (NID)**” is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official

network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable. The NID may be ordered as a Network Element independently from the Loop Distribution.

33.9.1.2 **Loop Distribution**

33.9.1.2.1 "Loop Distribution, otherwise known as "Distribution Media" in this Agreement, provides connectivity between the NID component and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office. For loop plant that contains a Loop Concentrator/Multiplexer, the Distribution Media may terminate at the FDI (if one exists), or at a termination and cross-connect field associated with the Loop Concentrator/Multiplexer. This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.

The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. In certain cases, AT&T shall require a copper twisted pair Distribution Media.

33.9.2 **Loop Concentrator/Multiplexer**

33.9.2.1 The "Loop Concentrator/Multiplexer" is the Network Element that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical (E/O) conversion.

33.9.2.2 The Loop Concentrator/Multiplexer function may be provided through a Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

33.9.3 **Loop Feeder**

33.9.3.1 The "Loop Feeder" is the Network Element that provides connectivity between (1) a FDI associated with Loop Distribution and a termination point appropriate for the media in a central office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a central office. GTE shall provide AT&T physical access to the FDI, and the right to connect the Loop Feeder to the FDI.

33.9.3.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber as designated by AT&T. In certain cases, AT&T will require a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that GTE offers is other than a copper facility.

33.9.4 **Local Switching**

33.9.4.1 "Local Switching" is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross-Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying GTE switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, IntraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, IntraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and Centrex capabilities.

33.9.4.2 Local Switching also includes Data Switching, which provides:

33.9.4.2.1 For Asynchronous Transfer Mode (ATM) and Frame Relay Service, data services switching functionality that is required to connect the facilities from the User to Network Interface (UNI) to either another UNI or to a communications path at the Network to Network Interface (NNI). In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment (CPE) in the digital format

consistent with the UNI specification for the customer. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination. The UNI and NNI are industry standard interface specifications that contain physical transmission layer requirements for speeds and line formats; data link layer requirements for the format of the data units that are passed between the user and the network; and protocol requirements for control procedures used in managing the interface. Data Switching provides this functionality in two distinct formats, ATM and Frame Relay.

33.9.4.2.2 For ISDN Packet and Circuit Switched Data service, the data switching functionality that is required to connect between industry standard ISDN interfaces. In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment (CPE) in the digital format consistent with ISDN standards. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination.

33.9.5 **“Operator Systems”** is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Service functions, each of which are described below.

33.9.5.1 **Operator Service** provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Interrupt (BLV/EI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

33.9.5.1 **Directory Service** provides local customer telephone number listings with the option to complete the call at the caller's direction.

33.9.6 **“Common Transport”** is an interoffice transmission path between GTE Network Elements that carries the traffic of more than one carrier and is not dedicated to a single carrier. Where GTE Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport.

33.9.7 **“Dedicated Transport”** is an interoffice transmission path between AT&T designated locations. Such locations may include GTE central offices or other equipment locations, AT&T network components, other carrier network components, or customer premises. Dedicated Transport includes the Digital

Cross-Connect System (DCS) functionality as an option.

- 33.9.8 “**Signaling Link Transport**” is a set of two or four dedicated 56 Kbps. transmission paths between AT&T-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
- 33.9.9 “**Signaling Transfer Points**” is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.
- 33.9.10 **Service Control Points (SCPs)/Databases**
- 33.9.10.1 **Databases** are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service or capability.
- 33.9.10.2A **Service Control Point (SCP)** is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores customer record data that provides information necessary to route 800 calls).
- 33.9.11 “**Tandem Switching**” is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).
- 33.10 Standards for Network Elements
- 33.10 Each Network Element shall be equal to or better than the requirements set forth in the technical references, as well as any performance or other requirements, identified herein. If another Bell Communications Research, Inc. (“Bellcore”), or industry standard (e.g., American National Standards Institute (“ANSI”)) technical reference or a more recent version of such reference sets forth a different requirement, AT&T may elect, where technically feasible, which standard shall apply.
- 33.10.2 If one or more of the requirements set forth in this Agreement are in conflict, AT&T shall elect which requirement shall apply.
- 33.10.3 Each Network Element and the interconnections between Network Elements provided by GTE to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not

limited to levels and types of redundant equipment and facilities for power, diversity and security, that GTE provides in the GTE network to itself, GTE's own customers, to a GTE affiliate or to any other entity.

- 33.10.3.1 GTE shall provide to AT&T, upon reasonable request, such engineering, design, performance and other network data sufficient for AT&T to determine that the requirements of Section 30 are being met. In the event that such data indicates that the requirements of Section 30 are not being met, GTE shall, within 10 days, cure any design, performance or other deficiency and provide new data sufficient for AT&T to determine that such deficiencies have been cured.
- 33.10.3.2 GTE agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its customers.
- 33.10.4 Unless otherwise designated by AT&T, each Network Element and the interconnections between Network Elements provided by GTE to AT&T shall be made available to AT&T on a priority basis that is equal to or better than the priorities that GTE provides to itself, GTE's own customers, to a GTE Affiliate or to any other entity.

PART III: ANCILLARY FUNCTIONS

Introduction

This Part III sets forth the Ancillary Functions that GTE agrees to offer to AT&T so that AT&T may obtain and use unbundled Network Elements or GTE services to provide services to its customers.

GTE Provision of Ancillary Functions

35.1 GTE will offer Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

35.2 GTE will permit AT&T to interconnect AT&T's equipment and facilities or equipment and facilities provided by AT&T or by third parties at any point designated by AT&T that is technically feasible.

35.3 AT&T may use any Ancillary Function to provide any feature, function, or service option that such Ancillary Function is capable of providing or any feature, function, or service option that is described in the technical references identified herein, or as may otherwise be designated by AT&T.

35.4 Subsections 35.4.1 through 35.4.3 below list the Ancillary Functions that AT&T and GTE have identified as of the Effective Date of this Agreement. AT&T and GTE agree that the Ancillary Functions identified in this Part III are not exclusive. Either party may identify additional or revised Ancillary Functions as necessary to improve services to customers, to improve network or service efficiencies or to accommodate changing technologies, customer demand, or regulatory requirements. Upon the identification of a new or revised Ancillary Function, the party so identifying the new or revised Ancillary Function shall notify the other party of the existence of and the technical characteristics of the new or revised Ancillary Function. If the parties do not agree on the existence of and the technical characteristics of the newly identified or revised Ancillary Function, any issues that have not been resolved by the parties within thirty days of notification shall be submitted to the Dispute Resolution Procedures as set forth in Section 15 of the General Terms and Conditions. Within thirty (30) days of AT&T and GTE agreeing on the technical characteristics of the new or revised Ancillary Function, the parties will attempt to agree on the rates, terms and conditions that would apply to such Ancillary Function and the effects, if any, on the price, performance or other terms and conditions of existing Network Elements or Ancillary Functions. If the parties do not agree on rates, terms and conditions and other matters set forth herein, any issues that have not been resolved by the parties within thirty days shall be submitted to the Dispute Resolution Procedures as set forth in this Agreement. Additionally, if GTE provides any Ancillary Function that is not identified in this Agreement to itself, to its own customers, to a GTE affiliate or to any other entity, GTE will provide the same Ancillary Function to

AT&T at rates, terms and conditions no less favorable to AT&T than those provided by GTE to itself or to any other party. The Ancillary Functions are described below. Additional descriptions, and requirements for each Ancillary Function are set forth in Attachment 3.

35.4.1 **“Collocation”** is the right of AT&T to obtain dedicated space in the GTE Local Serving Office (LSO) or at other GTE locations and to place equipment in such spaces to interconnect with the GTE network. Collocation also includes GTE providing resources necessary for the operation and economical use of collocated equipment.

35.4.2 **Right of Way (ROW), Conduits and Pole Attachments**

35.4.2.1 “Right of Way (ROW)” is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

35.4.2.2 “Conduit” is a tube or protected trough that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

35.4.2.3 “Pole attachment” is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

35.4.3 **Unused Transmission Media**

35.4.3.1 "Unused Transmission Media" is physical inter-office transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable) which has no lightwave or electronic transmission equipment terminated to such media to operationalize its transmission capabilities. This media may exist in aerial or underground structure or within a building.

Dark Fiber, one type of unused transmission media, is unused strands of optical fiber.

Dark Fiber also includes strands of optical fiber existing in aerial or underground structure which have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities. Alternately, Dark Fiber means unused wavelengths within a fiber strand for purposes of coarse or dense wavelength division multiplexed (WDM) applications. Typical single wavelength transmission involves propagation of optical signals at single wavelengths (1.3 or 1.55 micron wavelengths). In WDM applications, a WDM device is used to combine optical signals at different wavelengths on to a single fiber strand. The combined signal is then transported over the fiber strand. For coarse WDM applications, one signal each at 1.3 micron and 1.55 micron wavelength are combined. For dense WDM applications, many signals in the vicinity of 1.3 micron wavelength or 1.55 micron wavelength are combined. Spare

wavelengths on a fiber strand (for coarse or dense WDM) are considered Dark Fiber.

36. **Standards for Ancillary Functions**

36.1 Each Ancillary Function shall meet or exceed the requirements set forth in the technical references, as well as the performance and other requirements, identified herein. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference sets forth a different requirement, AT&T may elect, where technically feasible, which standard shall apply.

36.2 Each Ancillary Function provided by GTE to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that GTE provides in the GTE network to itself, its own customers, its affiliates or any other entity.

36.3 GTE shall provide to AT&T, upon reasonable request, such engineering, design, performance and other network data sufficient for AT&T to determine that the requirements of this Agreement are being met. In the event that such data indicates that the requirements of this Agreement are not being met, GTE shall, within 30 days, cure any design, performance or other deficiency and provide new data sufficient for AT&T to determine that such deficiencies have been cured.

36.3.1 GTE agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its customers.

Unless otherwise designated by AT&T, each Ancillary Function provided by GTE to AT&T shall be made available to AT&T on a priority basis that is at least equal to the priorities that GTE provides to itself, its customers, its affiliates or any other entity.

PART IV: INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

37. **Scope**

Section 38 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Sections 39 to 40 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Part related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

38. **Interconnection Points and Methods**

38.1 In each LATA identified pursuant to the procedures of Section 38.6, AT&T and GTE shall Interconnect their networks at the GTE and AT&T Wire Centers identified in such notice for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

38.2 At AT&T's option, Interconnection in each LATA shall be accomplished at any technically feasible point within GTE's networks for a given LATA, including through collocation in GTE's Wire Centers as provided in Attachment 3.

38.3 **Interconnection using Collocation:**

If the Parties Interconnect their networks using Collocation in GTE's Wire Centers, the following requirements apply:

38.3.1 AT&T will deploy a local service network that places switching and transmission equipment throughout the LATA. The placement of this equipment uses a combination of AT&T owned Wire Centers and collocated space in GTE Wire Centers.

38.3.2 AT&T will request interconnection with GTE at specific points in GTE's network. The following options are available for (i) the termination of traffic to the GTE network, (ii) the termination of traffic to the AT&T network and (iii) the transiting of traffic to/from a third party network.

Local and IntraLATA Toll Traffic - Originating on AT&T, Terminating on GTE.

AT&T may build trunk groups to GTE using the following representative, but not exclusive, options: (i) from AT&T collocated equipment in a Wire Center to the GTE Tandem; (ii) from AT&T collocated equipment in an GTE Wire Center to the GTE End Office Switch; or (iii) from AT&T 4ESS Switches located at AT&T POPs to the nearest GTE Wire Center with a Tandem

Interfaces for this interconnections may be based upon the following: (i) DS1: from an AT&T-collocated DDM-2000 to an GTE Central Office Switch; (ii) SONET STS1: from an AT&T-collocated DDM-2000 to an GTE 5ESS[®]-2000 Central Office Switch and (iii) DS1/DS3: from an AT&T 4ESS Switch at an AT&T POP to a GTE Tandem using new trunk groups on existing facilities.

38.5 Transit Service Traffic

38.5.1 GTE agrees that it shall provide Transit Service to AT&T on terms and conditions set forth in Section 39.9.

38.5.2 "Transit Service" means the delivery of certain traffic between AT&T and a third party LEC or ILEC by GTE over the Local/IntraLATA Trunks. The following types of traffic will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from AT&T to such third party LEC or ILEC and (ii) Local Traffic and IntraLATA Toll Traffic originated from such third party LEC or ILEC and terminated to AT&T where GTE carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

38.5.3 While the Parties agree that it is the responsibility of each third party LEC or ILEC to enter into arrangements to deliver Local Traffic between them, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or ILEC to deliver Local Traffic via direct trunks or (ii) the termination of this Agreement, GTE will transit such traffic.

38.5.4 All networks involved in transit traffic will deliver each call to each involved network with CCIS to the extent available from third party LECs and the appropriate Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability and billing functions. In all cases, each Party is responsible to follow Exchange Message Record ("EMR") standard and exchange records with both the other Party and the terminating LEC or ILEC to facilitate the billing process to the originating network.

38.5.5 Transiting traffic will be delivered using the physical connection options as described in Section 38.4.

Selection of LATAs

38.6.1 If AT&T determines to offer Telephone Exchange Services in any LATA, AT&T shall provide written notice to GTE of its need to establish Interconnection in such LATA pursuant to this Agreement. This notice shall include (i) the initial Wire Centers AT&T has designated in the new LATA; (ii) AT&T's requested Interconnection Activation Date; and (iii) a non-binding forecast of AT&T's trunking requirements.

38.6.2 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center AT&T has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the GTE Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

38.6.3 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each LATA shall be fifteen (15) business days after the date on which AT&T delivered notice to GTE pursuant to Section 38.6.1, unless otherwise mutually agreed by the Parties.

38.7 **Additional Switches or Interconnection Points**

If AT&T deploys additional switches in a LATA after the date hereof or otherwise wishes to establish Interconnection with additional GTE Central Offices, AT&T shall be entitled, upon written notice thereof to GTE, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If GTE deploys additional switches in a LATA after the date hereof or otherwise wishes to establish Interconnection with additional AT&T Central Offices, GTE shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

38.8 **Nondiscriminatory Interconnection.**

Interconnection provided by GTE shall be equal in quality to that provided by GTE to itself or any subsidiary, Affiliate or other person. "Equal in quality" means the same or equivalent technical criteria, service standards that a Party uses within its own network and, at a minimum, requires GTE to design interconnection facilities to meet the same technical criteria and service standards that are used within GTE's network. If AT&T requests an Interconnection that is of a higher quality than that provided by GTE to itself or any subsidiary, Affiliate or other person, such request shall be treated as a

New Services Request and established upon rates, terms and conditions that are reasonable and non-discriminatory.

38.9 Technical Specifications.

38.9.1 Each Party shall initially configure a two-way trunk group as a direct transmission path between each AT&T and GTE interconnected Central Offices. AT&T and GTE shall work cooperatively to install and maintain a reliable network. AT&T and GTE shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

38.9.2 AT&T and GTE shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

38.10 9 1 1 Service

GTE shall provide 9 1 1 Service to AT&T as described in this Section 37.9 in each Rate Center in which (i) AT&T is authorized to provide local exchange services and (ii) GTE is the 9-1-1 service provider.

38.10.1 GTE will provide AT&T with multiplexing at a designated GTE Central Office at the rates set forth at Item I of Attachment 14 (Pricing) and pursuant to the terms and conditions in applicable tariffs, unless other rates, terms and conditions are provided in this Agreement. GTE will also provide AT&T with trunking from the GTE Central Office to the designated GTE Control Office(s) with sufficient capacity to route AT&T's originating 9 1 1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of Attachment 14 (Pricing). If AT&T forwards the ANI information of the calling party to the Control Office, GTE will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by AT&T, GTE will display a Central Office identification code for display at the PSAP.

38.10.2 AT&T will provide the necessary trunking to route originating 9 1 1 traffic from AT&T's End Office(s) to the GTE Control Office(s). The point of Interconnection for AT&T's Primary and Diverse Routes to the mux/co-location and 9-1-1 Control Offices is at the GTE Central Office. AT&T shall pay tariff charges for Diverse routes, unless other rates are provided in this Agreement. AT&T will be responsible for determining the proper quantity of trunks from its end office(s) to the GTE Central Office(s). Trunks between the GTE Central Office and the GTE Control Office shall be delivered by GTE within twenty (20) Business Days following order by AT&T. Following delivery, AT&T and GTE will cooperate to promptly test all transport facilities between AT&T's network and the Ameritech Control Office to assure proper functioning of the 9-

1-1 service.

38.10.3 GTE will provide to AT&T, in paper or mechanized format, an Address and Routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for subscribers within the Exchange Areas served by AT&T. The Address and Routing file will be provided by exchange rate center or community upon request. A specified rate found in the rate table in Attachment 14 (Pricing) will apply per request. Until such time as a mechanized process for provision of this information is made available by GTE and, at intervals determined by GTE, GTE shall provide to AT&T in a paper format any updates to the Address and Routing file.

38.10.4 GTE will coordinate access to the GTE ALI database for the initial loading and updating of AT&T subscriber information. Access coordination will include:

- (i) GTE provided format requirements and a delivery address for AT&T to supply an electronic file in the format specified in Section 38.10.8;
- (ii) Coordination of error resolution involving entry and update activity;
- (iii) Provisioning of specific 9-1-1 routing information on each access line;
- (iv) Updating the GTE ALI database from paper records of service order activity supplied by AT&T;
- (v) Providing AT&T with reference data required to ensure that AT&T's subscribers will be routed to the appropriate 9-1-1 Control Office.

38.10.5 AT&T shall pay GTE a one time charge as set forth in the Attachment 14 (Pricing) per 9 1 1 Control Office trunk group (the "9-1-1 Control Office Software Enhancement Connection Charge"). Although the services offered in this Agreement and the charges set forth in Schedule 14 (Pricing) contemplate that each NPA will reside in a single Control Office, AT&T may, at its sole option, designate that an NPA shall reside in more than one 9-1-1 Control Office.

38.10.6 In the event of an GTE or AT&T 9 1 1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9 1 1 Service between the Parties.

38.10.7 GTE will provide the order number and circuit identification code in advance of the service due date.

38.10.8 AT&T or its third party agent will provide CNA data to GTE for use in entering the data into the 9 1 1 data base. The initial CNA data will be provided to GTE in a format prescribed by GTE. AT&T is responsible for providing GTE updates to the CNA data and error corrections which may occur during the entry of CNA data to the

GTE 9 1 1 Database System. GTE will confirm receipt of such data and corrections by the next Business Day by providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.

38.10.9 AT&T will monitor the 9 1 1 circuits for the purpose of determining originating network traffic volumes. AT&T will notify GTE if the traffic study information indicates that additional circuits are required to meet the current level of 9 1 1 call volumes.

38.10.10 Incoming trunks provided for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured during the busy day/busy hour.

38.10.11 Compensation

AT&T shall compensate GTE as set forth in Attachment 14 (Pricing.)

39. **Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)**

39.1 **Scope of Traffic.**

This Section prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Part IV for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

39.2 **Limitations.**

No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

39.3 **Trunk Group Architecture and Traffic Routing.**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

39.3.1 Notwithstanding anything to the contrary contained in this Section, if the traffic volumes between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Grooming Plan.

39.3.2 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

39.3.3 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem or to End Offices which sub-tend an additional Tandem. Pursuant to Section 39, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

39.4 **Signaling**

Signaling Interconnection may be used for signaling between AT&T switches, between AT&T switches and GTE switches, and between AT&T switches and those third party networks with which GTE's SS7 network is interconnected.

39.4.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If Common Channel Interoffice Signaling ("CCIS") is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling in accordance with the Pricing Schedule.

39.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the

STP.

39.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. Such information shall be passed by a Party to the extent that such information is provided to such Party.

39.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

39.5 **Grades of Service**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Grooming Plan.

39.6 **Measurement and Billing**

39.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may request that separate trunks groups for Local Traffic and IntraLATA Toll Traffic be established.

39.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

39.7 **Reciprocal Compensation Arrangements**

39.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by GTE or AT&T which a Telephone Exchange Service Customer originates on GTE's or AT&T's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided in Attachment 14 (Pricing).

39.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

39.7.3 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

39.8 Compensation for transport and termination of all traffic which has been subject to performance of Interim Number Portability by one Party for the other Party shall be as specified in Attachment 14 (Pricing.)

39.9 The exchange of Transiting Traffic is defined in Section 38.5.

39.9.1 AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as described in Attachment 14 (Pricing.)

39.9.2 Until such time as AT&T and the third party LEC or ILEC agree upon mutual compensation, third party mutual compensation will be exchanged between AT&T and GTE as follows:

39.9.2.1 For traffic originating on AT&T's network and terminating on a third party LEC or ILEC network, AT&T will pay to GTE the terminating mutual compensation rate agreed upon between GTE and such LEC or ILEC. This includes any switched access IntraLATA Toll charges.

39.9.2.2 For traffic originating on a third party LEC or ILEC network and terminating on AT&T's network, GTE will pay to AT&T the terminating mutual compensation rate agreed upon between GTE and such LEC or ILEC. GTE shall pay AT&T for IntraLATA Toll Traffic terminating to AT&T from such third party LEC or ILEC.

40. **Transmission and Routing of Exchange Access Traffic**

40.1 **Scope of Traffic**

This Section prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers.

Trunk Group Architecture and Traffic Routing

40.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem transported Switched Exchange Access Services to

Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to AT&T's Customers.

40.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a GTE access Tandem.

40.2.3 The Access Toll Connecting Trunks shall be two way trunks connecting an End Office Switch that AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch GTE utilizes to provide Exchange Access in such LATA.

40.2.4 The Parties shall jointly determine which GTE access Tandem(s) will be subtended by each AT&T End Office Switch. In each LATA identified pursuant to the procedures of Section 38.6, each AT&T End Office Switch in that LATA shall subtend each access Tandem in that LATA.

40.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

41. **Transport and Termination of Information Services Traffic**

41.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

41.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

41.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.

41.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

The Information Services Billing and Collection fee set forth in Attachment 14 (Pricing);
and

41.4.2 An uncollectibles reserve calculated based on the uncollectibles reserve in the

Terminating Party's billing and collection agreement with the applicable information provider; and

41.4.3 Customer adjustments provided by the Originating Party.

41.5 The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

41.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

42. **Installation, Maintenance, Testing and Repair**

42.1 Grooming Plan

Within ninety (90) days after the Effective Date, AT&T and GTE shall jointly develop a plan (the "Grooming Plan") which shall define and detail, inter alia, (i) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels GTE provides to itself, or any subsidiary, Affiliate or other person; (ii) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Part IV and the trunk groups specified in Part IV, including standards and procedures for notification and discoveries of trunk disconnects; (iii) disaster recovery and escalation provisions; and (d) such other matters as the Parties may agree.

42.2 Operation and Maintenance

Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Attachment 3.

PART V: PRICING

43. General Principles

43.1 All services currently provided hereunder, including resold Local Services, Network Elements and Combinations, Interconnection and any new and additional services or Network Elements to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the FCC and any state public utility commission having jurisdiction over this Agreement.

43.2 GTE will notify AT&T of any Agreement or Commission orders regarding local services resale, unbundled network elements or interconnection where the price, terms, and/or conditions are different than those contained in this Agreement. AT&T shall have the option to substitute in whole or in part, the prices, term, and/or conditions contained in GTE's other agreements or Commission Orders for the corresponding prices, terms and/or conditions contained in this Agreement.

44. Price Schedules

44.1 Local Service Resale

The prices charged to AT&T for Local Services, Network Elements and Combinations and Interconnection Services are set forth in Attachment 14.

In witness whereof, the parties have executed this Agreement through their authorized representatives.

GTE Corporation

AT&T CORP.

By:.....
Signature

By:
Signature

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Name

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Name

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Title

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Title

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Date

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Date