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TELECOMMUNICATIONS SERVICES AGREEMENT

BY AND BETWEEN

VERIZON GLOBAL NETWORKS INC.

AND

MCI WORLDCOM NETWORK SERVICES , INC.

REDACTED COPY

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TELECOMMUNICATIONS SERVICES AGREEMENT

1. PARTIES

- 1.1. This Telecommunications Services Agreement (this "Agreement") is made by and between MCI WORLDCOM Network Services, Inc., a Delaware corporation, with offices at 6929 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Global Networks Inc., a Delaware corporation, with offices at 6665 N. MacArthur Boulevard, Irving, Texas 75039 ("Customer").
- 1.2. Affiliates, as defined herein, may purchase Services under this Agreement subject to the same terms and conditions of this Agreement imposed upon Customer. Each Affiliate shall have the same rights, privileges, duties and obligations as the Customer has under this Agreement as though it were a direct signatory to the Agreement. All references to "Customer" (unless specifically excluded) shall be deemed to refer to each Affiliate individually. For the purposes of this Agreement, Customer is an Affiliate. Customer shall be ultimately liable for any Services purchased by an Affiliate under this Agreement.

2. DEFINITIONS

Whenever used in this Agreement, the words and phrases listed below shall have the meanings given below.

- 2.1. "Affiliate" shall mean either:
 - 2.1.1. the entities specifically listed on **Exhibit A**, which Customer may change upon written notice to Provider and which Provider may reject in writing within five (5) Business Days of receipt of such notice (Provider's failure to reject as set forth herein shall be deemed as Provider's acceptance of **Exhibit A** as modified); or
 - 2.1.2. any entity which controls or is controlled by or is under common control with Customer.
- 2.2. "Business Day" means Monday through Friday, Provider-observed holidays excepted.
- 2.3. "Carrier Termination Minutes" means those minutes coming to Provider over dedicated access facilities directly from Customer's switch platform.
- 2.4. "Cumulative Minutes of Usage" means Customer's cumulative minutes of usage of Services (for which the applicable Rates and Charges have been paid) provided under the terms of this Agreement or any other wholesale services agreement between Provider and one of Customer's Affiliates entered into after the Effective Date of this Agreement, including but not limited to Carrier Termination Minutes, private line interexchange services which are converted to minutes as described in Section 14 and all other minutes of use provided for in this Agreement. Cumulative Minutes of Usage are utilized to determine applicable pricing thresholds.
- 2.5. "End User" shall mean the end users and other customers of Customer utilizing, directly or indirectly, any Service.

- 2.6. "Installation Site" means those premises owned, leased, or otherwise used by Customer, or an End User at which Services originate, terminate, or through which Services are provided.
- 2.7. "LEC" shall mean any local exchange carrier or other local access provider.
- 2.8. "LOA" means a written Letter of Agency in a form acceptable to the LEC involved.
- 2.9. "NCE" means any non-conforming event in which Customer's damages are caused by Provider's failure to comply with those certain Operational Requirements and Performance Measurements set forth in **Exhibit B**.
- 2.10. "Operational Requirements" means the performance standards set forth in **Exhibit B**.
- 2.11. "Performance Measurement" defined in Section 2 of Exhibit B.
- 2.12. "Rates and Charges" means the rates and charges for Services set forth in **Exhibit C**, as modified from time to time as permitted or required by this Agreement. **Exhibit C** shall be amended to incorporate the applicable Rates and Charges for new services that Customer obtains from Provider after the Effective Date.
- 2.13. "Service(s)" means any and all Provider service offerings, as set forth in Provider's then current wholesale product and services description, in each case when ordered by Customer under this Agreement. Provider shall send Customer updates to such description as soon as product and services are made available to the wholesale customer.
- 2.14. "Switched Services" means the interLATA - intrastate, interLATA - interstate, intraLATA - intrastate, intraLATA - interstate, Mexico, Canada, Extended Domestic and International switched telecommunications services listed on **Exhibit C**.

The terms defined in this Section include the plural as well as the singular. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision. Section and Exhibit references refer, respectively, to Sections of, and Exhibits to, this Agreement. The words "include" and "including" shall not be construed as terms of limitation.

3. TERM

This Agreement shall be deemed effective on August 1, 2001 ("Effective Date") and shall continue in effect through July 31, 2004 unless earlier terminated. This Agreement shall automatically renew on a month-to-month basis following the expiration of the initial term, subject to cancellation by either party upon thirty (30) days prior written notice.

4. SCOPE

- 4.1. Customer may purchase Services for Customer's own use, to provide services to third parties, or for resale to End Users.

- 4.2. This Agreement is nonexclusive and shall not be construed to require Customer to meet any minimum level of purchases of the Services from Provider, to purchase any Service for a minimum amount of time, unless a minimum amount of time is set forth on a Service Request as described below in Section 8 SERVICE REQUESTS, to require Customer to sell any or all of the Services it orders, or to restrict the purchase, or resale of the Services to any geographic area, unless otherwise set forth in this Agreement. Customer may in Customer's sole discretion, reroute traffic to another carrier.
- 4.3. This Agreement does not by itself order any Services. Customer shall order Services by submitting a Service Request and Provider shall fulfill the Service Request as specified in Section 8, for (i) Services at the prices set forth in **Exhibit C**, and (ii) other Services for which Provider accepts a Service Request at the price as quoted to Customer in writing.

5. SERVICES

- 5.1. Provider agrees to provide the Services ordered by Customer. New services may be added to this Agreement upon such terms and conditions as Customer and Provider may mutually agree. Provider represents, warrants, and covenants that Provider has, and at all times during the Term of this Agreement will have, full capability and authority to provide the Services to achieve call origination in all 50 U.S. states and the District of Columbia, except for LATA Numbers 832 (Alaska) and 921 (Fishers Island, New York), and call completion to all points domestic or, as serviced by Provider and/or other major telecommunications providers, international.
- 5.2. From time to time, Customer may request the development and implementation of operational enhancements and/or additional services. Such enhancements or services will be requested on an individual program basis upon issuance by Customer to Provider of an Operational Service Request ("OSR") describing the enhancements or services being requested. The OSR process will be set forth in an "OSR Process Document" mutually agreed to by the parties. The OSR Process Document is incorporated herein by reference and may be amended from time to time as mutually agreed to by the parties. The OSR process will be utilized by the parties to address various operational issues including, but not limited to: blocking of casual dialed calls (blocking by CIC); CIC-based routing; international call blocking at the ANI level; process to ensure Customer's ANIs will not be blocked due to timing of activation/deactivation; and enhanced/web-based product description and pricing tables. Customer acknowledges that its exclusive remedy for Provider's failure to agree to an OSR Process Document, including, but not limited to, the formation, modification or adherence to such OSR Process Document, is set forth in Section 38 DISPUTE RESOLUTION.

6. CUSTOMER'S AFFILIATES

- 6.1. Notwithstanding anything to the contrary contained in this Agreement, at Customer's request, Provider agrees to provide Services to any Affiliate of Customer at the same Rates and Charges and other terms and conditions as are applicable to Customer under this Agreement. The Cumulative Minutes of Usage of Customer and the Cumulative Minutes of Usage of all Affiliates of Customer, purchased under the terms of this Agreement, shall be aggregated for the purposes of determining applicable pricing, forecast amounts, and any other

incentives based upon purchase volumes. The provisions of this Section shall be in addition to, and not in lieu of, Customer's unconditional right to resell the Services to Affiliates and/or third parties.

- 6.2. In the event an Affiliate utilizes this Agreement or orders Services hereunder, Customer agrees to be liable for all charges incurred under this Agreement that are not paid in full by such Affiliate. All purchases by Customer and its Affiliates under this Agreement or any separate agreement between an Affiliate and Provider entered into after the Effective Date shall be cumulative for purposes of determining applicable discounts, forecast amounts, and any other incentives based upon purchase volumes. Customer specifically acknowledges that purchases by Customer and Customer Affiliates under agreements with Provider's affiliates shall not be cumulative for the purposes stated in the immediately preceding sentence.
- 6.3. Upon request by Customer, Provider will invoice Customer's Affiliates directly for the Services provided to such Affiliate. However, Customer acknowledges that it is ultimately responsible for any Services provided to Customer's Affiliates under the terms of this Agreement.

7. FORECASTS

Within fourteen (14) days following the beginning of each calendar quarter after the Effective Date for the duration of the Term, Customer, in consultation with Provider, shall review and update Customer's forecast of the needs of Customer for Services and deliver to Provider an updated forecast of the needs of Customer for Services during the twelve (12) months commencing on the first day of the next calendar quarter. Customer's forecasted usage of Services shall be reasonable in relation to both prior actual usage and anticipated usage of Services; however, the forecast is only a projection or estimate and is not a commitment to purchase any amount or a limitation on the amount of Services that may be purchased. Customer shall promptly advise Provider of any expected deviation from the forecasted usage of Services.

8. SERVICE REQUESTS

Customer's requests to initiate or cancel Services shall be set forth in a Provider Service Request in the form mutually agreed upon between the parties ("Service Requests"). Service Requests may consist of machine readable tapes, confirmed facsimiles, or other means approved by Provider. Service Requests shall specify all information reasonably necessary for Provider to provide the Service(s) in question, which shall include, without limitation, the type, quantity and end point(s) (when necessary) of circuits, or automatic number identification (ANI) information relevant to the Service(s), the Requested Service Date, and charges relevant to the Services described in the Service Request. Except as otherwise expressly agreed by Provider or Customer, all Service Requests will be governed by the terms and conditions of this Agreement and the provisions of this Agreement shall control over any contrary or conflicting provisions in a Service Request.

9. CUSTOMER'S END USERS

- 9.1. Resale. Customer shall have the right to resell any or all of the Services using Customer or Affiliate branding. Customer shall also have the right to resell any or all of the Services using third-party branding, provided that Customer may not

use third party branding for ATM or frame relay services without Provider's prior written consent, which consent or rejection will not be unreasonably delayed.

- 9.2. Transfer. Customer will obtain and upon Provider's request provide (within five (5) Business Days of the date of the request or such shorter period of time as the applicable LEC or regulatory authorities may require) an LOA (or by any other means mutually agreed upon between the parties), for each ANI indicating the consent of the End Users to be served by Customer and transferred (by way of change of such End Users' designated primary interexchange carrier (PIC)) to the Provider network prior to order processing. Each LOA will provide, among other things, that the End Users have consented to the transfer being performed by Customer or Customer's designee. When applicable, Customer will be responsible for notifying End Users, in writing (or by any other means approved by the Federal Communications Commission (FCC), the applicable public utilities commission (PUC) and the applicable LEC) that (i) a transfer charge will be reflected on their LEC bill for effecting a change in their PIC, (ii) the entity name under which their interstate, intrastate and/or operator services will be billed (if different from Customer), and (iii) the "primary" telephone number(s) to be used for maintenance and questions concerning their long distance service and/or billing. Customer agrees to send Provider a copy of the documentation Customer uses to satisfy the above requirements promptly upon request of Provider. Customer agrees to change the foregoing requirements for Customer's confirming orders and/or for notifying End Users regarding the transfer charge at any time in order to conform with applicable FCC and state regulations. Customer will be solely responsible for ensuring that the transfer of End Users to the Provider network conforms with applicable FCC and state regulations including, without limitation, the regulations established by the FCC with respect to verification of orders for long distance service generated by telemarketing as promulgated in 47 C.F.R., Part 64, Subpart K, §64.1100 or any successor regulation(s).
- 9.3. Transfer Charges/Disputed Transfers. Customer agrees that it is responsible for (i) all charges incurred by Provider to change the PIC of End Users to the Provider network, and (ii) all charges incurred by Provider to change End Users back to their previous PIC arising from disputed transfers to the Provider network. In the event the percentage of disputed transfers is more than twenty-five percent (25%) greater than the average percentage associated with Provider's other customers, Provider shall so notify Customer and thereafter Customer shall also pay Provider twenty percent (20%) of the amount of charges incurred for such excess percentage of disputed transfers, provided that Provider furnishes reasonable backup documentation supporting such charges.
- 9.4. Excluded ANI. Provider has the right to reject any ANI supplied by Customer for any of the following reasons: (i) the ANI is located in LATA Numbers 832 (Alaska) and 921 (Fishers Island, New York); (ii) a particular ANI submitted by Customer is not in proper form, or (iii) Customer is not certified or otherwise authorized to provide long distance services with appropriate tariffs on file in the jurisdiction in which the ANI is located, to the extent required by applicable law, rule, or regulation. In the event Provider rejects an ANI, Provider will notify Customer as soon as possible of its decision specifically describing the rejected ANI and the reason(s) for rejecting that ANI, and will not incur any obligation or liability under this Agreement with regard to that ANI.

- 9.5. Records. Customer will maintain documents and records supporting Customer's resale of Switched Service including, but not limited to, appropriate and valid LOAs from End Users for a period of not less than twelve (12) months from the date set forth in the LOA or such other longer period as may be required by applicable law, rule, or regulation.
- 9.6. Customer Service. Customer will be solely responsible for billing the End Users and providing the End Users with customer service. Customer agrees to promptly notify Provider in the event an End User notifies Customer of problems associated with the Service including, without limitation, excess noise, echo, or loss of Service.

10. FRAUDULENT CALLS

Except to the extent Provider fails to comply with the fraud control provisions set forth in **Exhibit B** and through no fault of Customer, (i) Customer shall indemnify and hold harmless Provider from all costs, expenses (including, without limitation, court costs and attorneys' fees), losses, damages, liabilities, demands, charges, penalties, claims or actions arising from fraudulent or unauthorized calls of any nature which may comprise a portion of the Service; and (ii) Customer shall not be excused from paying Provider for Service provided to Customer or any portion thereof on the basis that fraudulent or unauthorized calls comprised a corresponding portion of the Service. In the event Provider discovers fraudulent or unauthorized calls being made (or reasonably believes fraudulent or unauthorized calls are being made), Provider shall take action with prompt, subsequent notice that is reasonably necessary to prevent such fraudulent or unauthorized calls from continuing to take place including, without limitation, denying Service to particular ANIs or terminating Service to or from specific locations.

11. CHARGES AND PAYMENT TERMS

- 11.1. Payment. Provider invoicing for Service are made on a monthly basis (or such other basis as may be mutually agreed to by the parties) following the date the Service is made available to Customer. Service shall be billed in accordance with the Rates and Charges plus the amount of LEC and other third-party charges (e.g. as listed in Section 8 of **Exhibit C**) incurred by Provider in providing Service to the extent not included in the Rates and Charges. Customer will pay each Provider invoice for Services, excluding items that Customer reasonably disputes as hereinafter provided, within forty-five (45) calendar days from the invoice date ("Due Date"). If payment is not received by Provider on or before the Due Date, Provider may, commencing at least fifteen (15) days following Customer's receipt of notice from Provider (which notice can not be sent prior to the Due Date), charge Customer a late fee in the amount of the lesser of (i) one percent (1%) of the unpaid balance of the Service charges not disputed as aforesaid per month, or (ii) the maximum lawful rate under applicable state law.
- 11.2. Taxes. Customer acknowledges and understands that Provider computes all charges herein exclusive of any applicable federal, state or local use, excise, gross receipts, sales and privilege taxes, duties, fees, impositions or similar liabilities, whether charged to or against Provider or Customer arising out of the Service ("Additional Charges"). Customer shall pay such Additional Charges (other than taxes imposed upon the income or property of Provider). Customer shall submit to Provider appropriate documentation indicating Customer is exempt from Additional Charges, if and as applicable.

- 11.3. Billing Disputes. Customer may withhold payment of amounts reasonably disputed by Customer, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement (with appropriate documentation) of any billing discrepancies to Provider in reasonable detail on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Provider for the purpose of promptly resolving such dispute. To the extent such dispute is resolved in favor of Provider, Customer agrees to pay Provider the disputed amounts within ten (10) days of the resolution after which the late fee specified in Section 11.1 (Payment) shall apply. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges in question. Provider shall not be obligated to consider any Customer notice of billing discrepancies which is received by Provider more than one hundred twenty (120) days following Customer's receipt of the invoice in question.
- 11.4. Late Billing. Provider shall request all third party service providers to submit to Provider timely bills such that the invoices provided by Provider to Customer are complete, accurate, and timely. Customer shall have no obligation to pay charges of third party service providers not billed to Customer within three (3) billing cycles.
- 11.5. Rate Modification Notice. Subject to any limitation set forth in Section 12 below, Provider will notify Customer via electronic mail concerning the modification of Rates and Charges (hereinafter referred to as a "Rate Modification Notice") which Rate Modification Notice will set forth the effective date of such modification. The Rate Modification Notice will be addressed to an individual designated by Customer under separate letter, which designee may be changed from time to time by written notice.
- 11.6. Special Pricing. Under special circumstances, Customer may purchase Service pursuant to the terms of this Agreement at prices and discounts quoted by Provider in writing that are more favorable than those prices and discounts set forth in **Exhibit C**. Such special circumstances include, but are not limited to, (i) competitive allowances; (ii) purchases that provide Provider with additional sales or manufacturing efficiencies; and (iii) Provider promotional offers.

12. PRICE PROTECTION

- 12.1. Subsections 12.2 and 12.3 are only applicable in the event Customer's Cumulative Minutes of Usage is at least 500,000,000 minutes per month and Customer has not fallen below 500,00,000 minutes more than twice in any consecutive six (6) month period. In the event of such an occurrence, Customer shall lose the benefit of this Price Protection provision for the remainder of the term of this Agreement.
- 12.2. No Increases. Notwithstanding anything to the contrary contained in this Agreement, subject to Subsection 12.1, the domestic Rates and Charges shall not increase during the Term of this Agreement except as set forth in **Exhibit C**.
- 12.3. Best Price and Terms. Provider represents and warrants that the Rates and Charges and all other material terms and conditions of this Agreement, taken as a whole, are and will at all times during the Term be no less favorable to Customer than those offered by Provider or an affiliate of Provider to any other

customer (excluding any customer that is an affiliate of Provider). In the event that Provider or an affiliate of Provider offers more favorable prices, terms and conditions to any other customer, Provider shall immediately offer such prices, terms and conditions to Customer. Upon Customer's request made not more frequently than once every six (6) months, Provider shall promptly provide to Customer a duly executed certificate from an officer of Provider verifying compliance with this provision. In the event that Provider is not in compliance with this provision, Provider shall pay to Customer, upon demand, the sum of: (a) the excess Rates and Charges paid by Customer while lower prices were in effect for the other customer; and (b) interest on such excess Rates and Charges calculated at a rate equal to the lesser of: (i) twelve percent (12%) per annum; or (ii) the highest non-usurious annual rate of interest. This payment shall be in addition to any other remedies available to Customer under this Agreement.

13. COMPETITIVE REVIEW

- 13.1. The parties agree to periodically review in good faith the Rates and Charges for Services as set forth in this Section ("Competitive Review").
- 13.2. The initial Competitive Review shall be submitted to Provider no sooner than six (6) months from the Effective Date. Subsequent Competitive Reviews may be submitted by Customer six (6) months following the initial or any subsequent Competitive Review.
- 13.3. The parties agree to complete the review process within thirty (30) days from Provider's receipt of the Competitive Review.
- 13.4. Adjustments to Rates and Charges, if any, as a result of a Competitive Review must be specifically agreed to in writing by the parties.

14. PRIVATE LINE INTEREXCHANGE CALCULATION

- 14.1. For purposes of determining Customer's private line interexchange minutes to be included in Customer's Cumulative Minutes of Usage, Provider agrees to include Customer's monthly recurring private line interexchange service charges for Customer's private line Services purchased under the terms and conditions of this Agreement based on the following formula:
 - 14.1.1. Provider agrees to apply forty (40) minutes toward Customer's Cumulative Minutes of Usage for each dollar of Customer's private line interexchange service charges up to \$300,000 in a given month.
 - 14.1.2. Provider agrees to apply twenty-five (25) minutes toward Customer's Cumulative Minutes of Usage for each dollar of Customer's private line interexchange service charges in excess of \$300,000 and up to \$600,000 in a given month.
 - 14.1.3. Provider agrees to apply fifteen (15) minutes toward Customer's Cumulative Minutes of Usage for each dollar of Customer's private line interexchange service charges in excess of \$600,000 in a given month.

15. DEFAULT

15.1. Provider shall be in default under this Agreement if Provider:

- 15.1.1. fails to maintain insurance in accordance with Section 21, INSURANCE and such failure is not cured within twenty (20) days after notification from Customer;
- 15.1.2. fails to perform or comply with any other material covenant, condition, or obligation applicable to it under this Agreement, or if any material representation or warranty made by Provider in this Agreement proves to have been materially inaccurate when made, and Provider fails to cure the nonperformance, noncompliance, or inaccuracy within thirty (30) days after notification from Customer. If such nonperformance, noncompliance, or inaccuracy can be cured but not within said thirty (30) days, Provider shall have up to thirty (30) additional days to cure the same if Provider promptly commences and diligently pursues cure to completion; or
- 15.1.3. ceases to do business as a going concern without a successor to such business; makes a general assignment for the benefit of its creditors, or enters into any arrangement with its creditors in lieu thereof; authorizes, applies for or consents to the appointment of a trustee or liquidator of all, or a substantial part, of its assets, or has proceedings seeking such appointment commenced against it which are not terminated or stayed within ninety (90) days after such commencement; files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the laws of the United States pertaining to bankruptcy or any similar law of any jurisdiction or has proceedings under any such law instituted against it which are not terminated or stayed within sixty (60) days after such commencement; or has any substantial part of its property subjected to any levy, seizure, assignment or sale for or by any creditor or governmental agency without such levy, seizure, assignment or sale being released, lifted, reversed, stayed or satisfied within thirty (30) days.

15.2. Customer shall be in default under this Agreement if Customer:

- 15.2.1. fails to pay any Rates and Charges or other amounts due and not disputed hereunder within ten (10) days after notification from Provider, provided that such notification shall not be sent until such amounts are past due;
- 15.2.2. fails to perform or comply with any material covenant, condition, or obligation applicable to it under this Agreement, or if any material representation or warranty made by Customer in this Agreement proves to have been materially inaccurate when made, and Customer fails to cure the nonperformance, noncompliance, or inaccuracy within thirty (30) days after notification from Provider. If such nonperformance, noncompliance, or inaccuracy can be cured but not within said thirty (30) days, Customer shall have up to thirty (30) additional days to cure the same if it promptly commences and diligently pursues cure to completion; or

15.2.3. ceases to do business as a going concern without a successor to such business; makes a general assignment for the benefit of its creditors, or enters into any arrangement with its creditors in lieu thereof; is unable or admits in writing its inability to pay its debts as they become due; authorizes, applies for or consents to the appointment of a trustee or liquidator of all, or a substantial part, of its assets, or has proceedings seeking such appointment commenced against it which are not terminated or stayed within ninety (90) days after such commencement; files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the laws of the United States pertaining to bankruptcy or any similar law of any jurisdiction or has proceedings under any such law instituted against it which are not terminated or stayed within sixty (60) days after such commencement; or has any substantial part of its property subjected to any levy, seizure, assignment or sale for or by any creditor or governmental agency without such levy, seizure, assignment or sale being released, lifted, reversed, stayed or satisfied within thirty (30) days.

15.3. Any default by an Affiliate shall not affect any other Affiliate's rights under this Agreement. Provider may reject via written notice a Service Request from any "defaulting" Affiliate.

16. TERMINATION

16.1. Customer (excluding Affiliates) shall have the right, upon notice to Provider, to terminate this Agreement if Provider defaults under this Agreement as provided in Section 15.1.

16.2. Customer (excluding Affiliates) may also terminate this Agreement as provided in Section 22, FORCE MAJEURE and Section 31.2 (Government Action).

16.3. In the event Customer defaults under this Agreement as provided in Section 15.2, Provider shall have the right, upon notice, to terminate this Agreement. In such case, the Customer shall pay Provider for all Services provided on or before the effective date of such termination. Provider may also terminate this Agreement as provided in Section 22, FORCE MAJEURE and Section 31.2 (Government Action).

16.4. Except as otherwise specifically provided in this Agreement or as referenced in Section 41, SURVIVAL OF TERMS, upon termination of this Agreement, an Affiliate's liability shall be limited to the Rates and Charges for Services rendered prior to termination.

16.5. Notwithstanding anything to the contrary contained in this Agreement, the parties specifically agree that any attempt to terminate this Agreement by reason of default or failure to perform will be limited to those actions and failures to act that (i) do not constitute a Force Majeure Event affecting only a portion of this Agreement, and (ii) have adversely impacted significant aspects of the terminating party's business and operations, including its ability to provide quality service to its customers. After any existing notice and/or opportunity to cure contained herein relating to a party's right to terminate, the senior officer of the party seeking termination agrees to contact the other party's senior officer and attempt in good faith to resolve any issues which form the basis for such party's

right to terminate this Agreement. In the event the senior officers are unable to promptly resolve such issues, the party seeking termination agrees to give the other party at least ninety (90) days notice and opportunity to cure any such issues. In the event such issues are not resolved within such ninety-day period, this Agreement will terminate sixty (60) days thereafter.

17. PERFORMANCE

17.1. Time is of the essence in the performance of the Services.

17.2. Provider agrees to comply with the Operational Requirements and Performance Measurements set forth in **Exhibit B**. If Provider fails to conform to any of the Operational Requirements or Performance Measurements (except to the extent such non-conformity is caused by a Force Majeure Event or an act or omission of Customer), Customer may provide written notice to Provider regarding such non-conformity and Provider shall use its commercially reasonable efforts to make such non-conformity conform with such Operational Requirements or Performance Measurements.

17.3. SECTION 17.3 REDACTED

17.4. Imposition of liquidated damages pursuant to this paragraph shall be in lieu of any damages Customer may suffer by reason of any failure by Provider to comply with the Operational Requirements, provided that Customer shall further be entitled to any other relief to which Customer would otherwise be entitled under Section 15.1 and 16.

18. WARRANTY

Provider represents, warrants, and covenants to Customer that:

18.1. In performing Services, Provider will comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) that appear in the Operational Requirements and elsewhere in this Agreement, and (if applicable) its employees will perform Services on time and further that Services will be in strict accordance with all applicable laws, codes, ordinances, orders, rules and regulations of local, state, and federal governments and agencies and instrumentalities, including, but not limited to, applicable wage and hour, safety and environmental laws, and all standards and regulations of appropriate regulatory commissions and similar agencies.

shall govern the rights of Customer and its Affiliates, officers, agents, and employees to indemnification for claims of infringement, misappropriation, or violation of intellectual property rights.

- 19.3. Customer shall defend, indemnify, and hold harmless Provider and its Affiliates, officers, agents and employees from all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements, and penalties of every kind to the extent the same result from or arise out of Customer's violation of any term of this Agreement or negligent or willful act or omission.
- 19.4. The indemnified party shall promptly notify the indemnifying party in writing of any suits, claims, or demands covered by this indemnity. Promptly after receipt of such notice, the indemnifying party shall assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If the indemnifying party fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to the indemnified party, or if, in the reasonable judgment of the indemnified party, a direct or indirect conflict of interest exists between the parties with respect to the claim, or if in the reasonable judgment of the indemnified party the assumption and conduct of the defense by the indemnifying party would materially and adversely affect the indemnified party in any manner or prejudice its ability to conduct a successful defense, then the indemnified party shall have the right to undertake the defense, compromise and settlement of such claim. Notwithstanding the above, if the indemnified party in its sole discretion so elects, the indemnified party may also participate in the defense of such actions by employing counsel at its expense, without waiving the indemnifying party's obligations to indemnify or defend. Neither party shall settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the other party and without an unconditional release of all liability by each claimant or plaintiff to the indemnified party.

20. LIMITED LIABILITY

IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CUSTOMERS, LOSS OF GOODWILL, OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, PROVIDED THAT NOTHING CONTAINED HEREIN SHALL (A) RELIEVE CUSTOMER OF ITS OBLIGATION TO PAY RATES AND CHARGES HEREUNDER; (B) RELIEVE PROVIDER OF ITS OBLIGATIONS TO PAY CUSTOMER FOR LOST END USER REVENUE (AS SET FORTH IN SECTION 7.1.7 OF **EXHIBIT B**); OR (C) RELIEVE EITHER PARTY OF ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS. To the extent Customer enters into contracts with End Users for the resale of Services, Customer shall use reasonable efforts to include a provision similar to this Section.

21. INSURANCE

Provider agrees to maintain during the term all insurance or bonds required by law or this Agreement, including, but not limited to (i) Worker's Compensation and related insurance as prescribed by the law of the state in which Provider's services are

performed or product are delivered; (ii) employer's liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence, and (iii) comprehensive general liability insurance including products liability, and, if the use of motor vehicles is required, comprehensive motor vehicle liability insurance, each with limits of at least two million dollars (\$2,000,000) for combined single limit for bodily injury, including death, and/or property damage. Provider shall cause Customer to be included as an additional insured under said policies and Customer's coverage under such policies shall be primary but only with respect to Provider's negligence in performing this Agreement. Provider shall, prior to rendering such services, furnish to Customer, certificates or evidence of the foregoing insurance indicating the amount and nature of such coverage, the expiration date of each policy, and stating that no material change or cancellation of any such policy shall be effective unless thirty (30) days' prior written notice is given to Customer. Provider shall have the option, when permitted by law, to self-insure any or all of the foregoing risks.

22. FORCE MAJEURE

If either party's performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by causes beyond its reasonable control and to the extent not involving any fault or negligence of the party so affected including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other natural occurrence, any law, order regulation, direction, action or request of any government or of any department, agency, commission, court, bureau, corporation or other instrumentality of any government, or of any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, work stoppage, other labor difficulties or supplier or other third-party failure, shortage, breach or delay (a "Force Majeure Event"), then the party so affected, upon giving prompt notice to the other party shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. The party so affected shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. If performance is prevented, restricted, or interfered with for a period of thirty (30) or more continuous days, the other party may (i) if nonperformance affects the entire Agreement, terminate this Agreement, and (ii) if nonperformance affects only a portion of this Agreement, terminate the affected portion of this Agreement, without liability upon written notice to the affected party.

23. CERTIFICATION

Customer warrants that in all jurisdictions in which it provides long distance services that require certification or other authorization, it has obtained the necessary certification or other authorization from the appropriate governmental authority and has duly filed all required tariffs incident thereto. Further, if required by Provider, Customer agrees to provide proof of such certification or other authorization and tariff filings acceptable to Provider. In the event Customer is prohibited, either on a temporary or permanent basis, from conducting its telecommunications operations in a given jurisdiction, Customer shall immediately notify Provider. Provider and Customer will cooperate with each other in obtaining any legal or regulatory authorization required to provide or use the Services as contemplated hereby.

24. INTRASTATE SERVICE

With respect to Switched Services with end points within a single state or Switched Service which originates/terminates at points both of which are situated within a single

state, (i.e. intrastate Service) Provider will (i) provide intrastate Switched Services pursuant to applicable state laws, regulations, and applicable tariff, if any, filed by Provider with state regulatory authorities as required by applicable law, in those states where Provider is authorized to provide intrastate service, or (ii) terminate intrastate Switched Services to a licensed intrastate carrier in those states where Provider is not authorized to provide intrastate Switched Services; in either event such intrastate Switched Service shall be provided at the Rates and Charges set forth in **Exhibit C**.

25. AUTHORIZED USE OF LOGOS, ETC.

Neither party shall publish or use any advertising, sales promotions, press releases, or other publicity matters that use the other party's logo, trademarks, trade names, service marks, or any derivative thereof without the prior written approval of the other party. Neither party is licensed hereunder to conduct business under any logo, trademark, service mark, or tradename (or any derivative thereof) of the other party. Notwithstanding anything in this Section to the contrary, Customer is explicitly authorized to only use the following statements in its sales literature: (i) "Customer utilizes the MCI WorldCom network," (ii) "Customer utilizes MCI WorldCom's facilities," (iii) "MCI WorldCom provides only the network facilities," and (iv) "MCI WorldCom is our network services provider."

26. EQUAL EMPLOYMENT

26.1. Without limitation of Section 27, COMPLIANCE WITH LAWS, Provider shall comply with applicable laws concerning employment, including, but not limited to the following, which are incorporated herein by specific reference:

26.1.1. The Equal Employment Opportunity Clause set forth in Section 202, paragraphs 1 through 7, of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance (hereinafter referred to as the "OFCCP") relating to equal employment opportunity.

26.1.2. The Affirmative Action Clause set forth in Section 60-741.4 of the Affirmative Action Regulations on Handicapped Workers, issued by the OFCCP pursuant to Section 503 of the Vocational Rehabilitation Act of 1973, as amended.

26.1.3. The Affirmative Action Clause set forth in Section 60-250.4 of the regulations issued by the OFCCP under Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974.

26.1.4. Public Law 95-507 and Executive Orders 11625 and 12138.

26.1.5. The Immigration Reform and Control Act of 1986 and any and all rules and regulations pertaining thereto. In compliance with the Act, Customer requires all approved contracting firms to supply only persons authorized to work in the United States pursuant to the Act. Provider will be responsible for complying with the Act with regard to all employees supplied to Customer.

26.1.6. Title I of the Americans with Disabilities Act, 42 U.S.C.A. 12101 et seq.

26.2. If any persons furnished under the Agreement by Provider have a disability as defined in the Americans with Disabilities Act, 42 U.S.C.A. 12101 et seq. (the "ADA"), Provider shall, where required by Title I of the ADA and at its sole expense, provide "reasonable accommodations" that may be required under Title I of the ADA including, but not limited to, "auxiliary aids and services" to make aural, visual materials or interpreters available to individuals furnished by Provider with impairments so that such individuals are able to perform the essential functions of the job they are contracted to perform.

27. COMPLIANCE WITH LAWS

Provider shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in Provider's performance under this Agreement including, but not limited to, the Fair Labor Standards Act of 1938, safety and environmental laws, rules and regulations, any laws, rules and regulations regarding wages, hours, fringe benefits and taxes, and federal and state Occupational Safety and Health Act Laws. Customer shall not use the Services for an unlawful purpose or contrary to any applicable law, ordinance, regulation, or code.

28. CUSTOMER PLANT, WORK RULES, AND RIGHT OF ACCESS

28.1. Provider shall furnish an adequate number of properly trained and fully qualified personnel, including supervisory and management, to provide Services. Provider's manager must be available during business hours and other such times as an emergency may demand to address all problems, complaints, coordination, and any other necessary matters.

28.2. Provider agrees that all employees, subcontractors, and agents assigned to fulfill this Agreement shall read and agree to the Secrecy of Communications requirements attached hereto as **Exhibit D**. Provider will be responsible for acquainting each Provider employee, subcontractor, or agent with the contents of these statements and ensuring that each employee, subcontractor, or agent abides by them. Furthermore, Provider warrants and represents that to its knowledge no employee of Customer, or any employee, subcontractor, or agent of any Customer affiliated company, is in the employment of Provider, or receiving any compensation or any other thing of more than nominal value now or at any other time from Provider, or any agent of Provider.

28.3. Provider shall provide its employees, subcontractors, and agents and work vehicles with identification in accordance with current Customer requirements.

28.4. Provider acknowledges receipt of a copy of Customer's work rules. All employees, subcontractors, and agents of Provider shall abide by all Customer work rules while on Customer premises. Customer shall have the right to modify the work rules or promulgate additional work rules of general applicability, and Provider and its employees, subcontractors, and agents shall comply with such modified or additional work rules as reasonably necessary in connection with this Agreement promptly following Provider's receipt of a written copy.

28.5. Customer reserves the right to determine in its reasonable discretion that any person supplied by Provider to perform Services at an Installation Site is not

capable or fit to perform the Services assigned. Customer may remove from its premises such person without incurring any liability for such removal.

- 28.6. Customer reserves the right to request at any time and for any reason that specific employees, subcontractors, and agents of Provider be removed from and not assigned by Provider to perform Services at an Installation Site, and Provider acknowledges, agrees and understands that Provider will promptly comply with such request by Customer.
- 28.7. Provider shall not engage in any business or transaction or professional activity, or shall incur any obligation of any nature, that is in conflict with the proper discharge of its duties in performing Services for Customer.
- 28.8. Employees, subcontractors, and agents of each party, while on the premises of the other, shall comply with all plant rules, regulations, and reasonable company standards for security, including (when required by U.S. government regulations) submission of satisfactory clearance from U.S. Department of Defense and other federal authorities concerned, and shall not unreasonably interfere with the other party's business operations.
- 28.9. Each party shall permit reasonable access to its facilities in connection with the performance of Services. No charge shall be made for such visits. Reasonable prior notice shall be given when access is required.
- 28.10. If Provider is given access, whether on-site or through remote facilities, to any Customer computer or electronic data storage system in order for Provider to accomplish the Services called for in this Agreement, Provider shall limit such access and use solely to perform Services within the scope of this Agreement and shall not access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the Services required under this Agreement. Provider shall limit such access to those of its employees whom Customer has authorized in writing to have such access in connection with this Agreement, and shall strictly follow all Customer's security rules and procedures for use of Customer's electronic resources. All user identification numbers and passwords disclosed to Provider and any information obtained by Provider as a result of Provider's access to and use of Customer's computer and electronic data storage systems shall be deemed to be, and shall be treated as, Confidential Information. Provider agrees to cooperate with Customer in the investigation of any apparent unauthorized access by Provider to Customer's computer or electronic data storage systems or unauthorized release of Confidential Information by Provider.

29. NOTICES

Notices under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, by telex or telecopier that has confirmed receipt, when delivered to a recognized next business day courier, or, if mailed, when deposited in the United States first class mail, registered or certified, return receipt requested, with proper postage prepaid, addressed as follows:

29.1. Notices other than notices relating to a default or termination of this Agreement:

If to Provider: MCI WORLDCOM Network Services, Inc.
6929 North Lakewood Avenue
MD5.1-412
Tulsa, OK 74117
Attn: Mr. Robert A. Brejcha
Vice President
Telephone No.: 918/590-4204
Fax No.: 918/590-4052

If to Customer: Verizon Global Networks Inc.
6665 MacArthur Blvd.
Irving, TX 75039
Attn: Director-Contract Management
Mail Code: HQK02E69
Telephone No.: 972/465-5153
Fax No.: 972/465-4715

29.2. Notices relating to a default or termination of this Agreement:

If to Provider: MCI WORLDCOM Network Services, Inc.
6929 N. Lakewood Avenue
MD1.2-E6
Tulsa, OK 74117
Attn: Mr. John Krummel
President-Wholesale Services
Telephone No.: 918/590-3393
Fax No.: 918/590-5757

If to Customer: Verizon Global Networks Inc.
6665 MacArthur Blvd.
Irving, TX 75039
Attn: Director-Contract Management
Mail Code: HQK02E69
Telephone No.: 972/465-5153
Fax No.: 972/465-4715

Either party may change its notice information by providing notice to the other party in accordance with the notice requirements described in this Section.

30. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. A consent to or waiver of or excuse for a breach or default by either party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

31. SEVERABILITY, GOVERNMENT ACTION

31.1. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, rule or regulation, that part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of that provision or the remaining provisions of this Agreement or such other agreement, document or writing. In such event, Customer and Provider will negotiate in good faith with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

31.2. Government Action. Upon thirty (30) days' prior notice, either party shall have the right, without liability to the other, to cancel an affected portion of the Service if any material rate or term contained herein and relevant to the affected Service is substantially changed (to the detriment of the terminating party) or found to be unlawful or the relationship between the parties hereunder is found to be unlawful by final order of a court of competent jurisdiction, the FCC, or other local, state or federal government authority of competent jurisdiction.

32. EXCLUSIVE REMEDIES

Except as otherwise specifically provided for herein, the remedies set forth in this Agreement comprise the exclusive remedies available to either party at law or in equity.

33. PROPERTY RIGHTS

If Provider provides any software and documentation in conjunction with Services, Customer shall have only a revocable, limited right to use the same during the Term as specified by Provider and all title to, and interests in, the same shall at all times remain with Provider or its third-party suppliers. All software developed by Provider for the purpose of providing Services or reports to Customer shall be the property of Provider.

34. CHOICE OF LAW

This Agreement shall be construed under the laws of the State of New York without regard to conflicts of law principles, except insofar as federal law may control such construction.

35. CONFIDENTIAL INFORMATION

35.1. Identification. Either party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). The parties understand and agree that the terms and conditions of this Agreement, all documents referenced herein (including invoices to Customer for Service provided hereunder), and communications between the parties regarding this Agreement or the Services provided or to be provided hereunder (including price quotes to Customer for any Service proposed to be provided or actually provided hereunder) constitute Confidential Information unless otherwise provided herein. In addition, any such document, communication, or information marked "Confidential," "Proprietary" or with word(s) of similar import shall be presumed to be or contain Confidential Information. For purposes of this Agreement,

"Confidential Information" shall also include any information in any form concerning any matters affecting or relating to the business of the other party hereto or any of its affiliates not already generally available to the public including information pertaining to: (i) the sale, leasing, or marketing of any products or services marketed or sold; (ii) any customers (including, without limitation, ANI information) or suppliers or service providers; (iii) network designs, software code, pricing, charges and policies; and (iv) the business methods, plans, techniques, product development, marketing, or operating procedures of a party or its affiliates. All such information disclosed prior to the execution of this Agreement shall also be considered Confidential Information.

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

35.2.1. That all Confidential Information shall be and shall remain the exclusive property of the source.

35.2.2. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement.

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

35.2.4. Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source.

35.2.5. To return promptly any copies of such Confidential Information to the source at its request.

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

35.3. Exceptions. These obligations shall not apply to any Confidential Information that:

35.3.1. was legally in the recipient's possession prior to receipt from the source without an obligation of confidentiality,

35.3.2. was received in good faith from a third party not known to be subject to a confidential obligation to the source,

35.3.3. now is or later becomes publicly known through no breach of confidential obligation by the recipient,

35.3.4. was developed by the recipient without the developing persons having access to any of the Confidential Information received from the source,

35.3.5. is authorized in writing by the source to be released or is designated in writing by the source as no longer being confidential or proprietary, or

35.3.6. that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

35.4. Press Releases. The parties further agree that any press release, advertisement, or publication generated by a party regarding this Agreement or the Services provided hereunder will be subject to the approval of the non-publishing party prior to publication. The parties agree to cooperate in the issuance of a press release regarding the execution of this Agreement if a party desires to issue such a release.

35.5. Remedies. Violation by a party or its agents of the provisions of this Section shall entitle the other party, at its option, to seek injunctive relief without a showing of irreparable harm or injury and without bond.

36. ASSIGNMENT; SUBCONTRACTORS

Neither party shall assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and further provided that any assignment, transfer, or delegation without such consent shall be void at the option of the other party. Notwithstanding the immediately preceding sentence Customer may assign this Agreement to an Affiliate of Customer that is the successor of the long distance resale business of Customer without Provider's prior written consent. Provider shall not use subcontractors (excluding LECs, foreign telephone administrations, providers of private line services involving off-net locations as referenced in Provider's then-current list of off-net cities, Century Telecommunications, Inc., AT&T Communications, Inc., Sprint Corporation, or any Affiliate of the foregoing) to perform the Services under this Agreement except by prior written consent of Customer. Requests by Provider to Customer to use subcontractors shall be in writing and shall specify the Services to be subcontracted and the identity of the proposed subcontractors. It shall be Provider's responsibility to update Customer as it adds or deletes subcontractors and to ensure that the subcontractors it uses are in all cases approved by Customer. Subject to the limitation set forth in Section 19.1, Provider accepts full responsibility for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them to the same extent as Provider is responsible for the acts and omissions of persons directly employed by Provider.

37. NONEXCLUSIVE RELATIONSHIP

Except as specifically provided in this Agreement to the contrary each party shall be free to enter into similar agreements for the provision or purchase of services during the term of this Agreement.

38. DISPUTE RESOLUTION

38.1. The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a

dispute, controversy or claim relating to a breach or alleged breach on the part of either party of the provisions of Section 35, CONFIDENTIAL INFORMATION, (ii) a suit, action or proceeding to compel a party to comply with its obligations to indemnify the other party pursuant to this Agreement, (iii) a suit action or proceeding arising out of or related to any party's intellectual property rights; or (iv) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this Section, the parties agree to use the following alternative procedures with respect to any unresolved Arbitrable Dispute. The term "Arbitrable Dispute" means any dispute, controversy or claim to be resolved in accordance with the dispute resolution procedure specified in this Section. Each party acknowledges that from time to time the parties may mutually agree to a dispute administration procedure to be followed in resolving Arbitrable Disputes prior to implementing or following the procedures described herein.

- 38.2. The procedures specified in this Agreement or agreed upon by the parties shall be the sole and exclusive procedures for the resolution of an Arbitrable Dispute; provided, however, that a party, without prejudice to these procedures, may file a complaint, or seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section.
- 38.3. In the event of an Arbitrable Dispute the parties shall continue performance as set forth in this Agreement and shall attempt to reach a negotiated resolution by engaging in an executive escalation process as follows:
- 38.3.1. Either party may commence this executive escalation process by giving the other party notice of the first party's desire to resolve a dispute pursuant to this process.
- 38.3.2. Each party shall promptly designate uninvolved representatives who are authorized to bind its respective company and who have the authority to resolve the dispute.
- 38.3.3. Such representatives shall meet in an effort to agree on a resolution to the dispute.
- 38.3.4. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 38.3.5. Unless the representatives agree otherwise, if the parties have not agreed upon a resolution within thirty (30) days of the date notice is given

under Section 38.3.1 above, then this executive escalation process shall be deemed to be completed.

38.4. If the Arbitrable Dispute is not resolved through the executive escalation process described above (subject to compliance with Section 16.5 above with respect to termination), upon written notice by either party to the other party, each party agrees to consider in good faith the possibility of alternate dispute resolution procedures, including without limitation, mediation, mini-trial and binding or non-binding arbitration, to resolve the dispute. Provided, however, nothing contained herein shall be construed to require either party to agree to any particular alternate dispute resolution procedure. Further, during the resolution of disputes as provided in this Section, the parties shall continue to perform their obligations under this Agreement in good faith.

39. AUDITS

39.1. Not more than once per year, each party, at its sole expense, may employ any third party described in Subsection 39.2 below to audit the other party's books and records ("Records") maintained in the normal course of its business that are reasonably required to evaluate the other party's compliance under this Agreement. With respect to Provider, such audit will be limited to Provider's compliance with this Agreement's billing requirements, the accuracy of Provider's invoices and Provider's compliance with the product descriptions and billing requirements for each kind of Service offered hereunder. With respect to Customer, such audit will be limited to Customer's compliance with any minimum thresholds (whether minute, percent, revenue, volume or otherwise) and provisions regarding conversion of private line interexchange Services and verification of Customer's inability to bill End Users as set forth in **Exhibit B**.

39.2. The auditing party may employ any person or entity to conduct such audits, but may not employ any person or entity (i) that competes, or whose employer competes, with the audited party, (ii) that is the principal outside auditor of a competitor of the audited party (unless such auditor is also the auditing party's principal outside auditor); (iii) as to whom the audited party reasonably objects; or (iv) fails to execute a nondisclosure agreement satisfactory to the audited party that protects the audited party's confidential information. The auditing party shall cause any person or firm retained to execute a non-disclosure agreement in favor of the audited party in a form reasonably acceptable to the audited party.

39.3. Any disputes concerning audit results shall be resolved pursuant to Section 38, DISPUTE RESOLUTION. The parties shall promptly true-up all payments and credits owing as the result of and address other relevant matters identified in an audit.

40. RELATIONSHIP OF PARTIES

In providing any Services pursuant to this Agreement, Provider is acting solely as an independent contractor and not as an agent of Customer. Persons furnished by the respective parties shall be solely the employees or agents of such parties, respectively, and shall be under the sole and exclusive direction and control of such parties. They shall not be considered employees of the other party for any purpose. Each party shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor,

health and safety, working conditions and payment of wages. Each party shall also be responsible, respectively, for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees or agents, such as social security, unemployment, worker's compensation, disability insurance and federal and state income tax withholding. Neither party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint venturers.

41. SURVIVAL OF TERMS

The terms and provisions contained in this Agreement that by their sense and context are intended to survive the completion of performance and/or expiration or termination of this Agreement shall so survive including, without limitation, provisions for indemnification, confidentiality of information and the making of any and all payments due hereunder.

42. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

43. HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

44. INDUSTRY TERMS

Words having well-known technical or trade meanings shall be so construed unless otherwise defined herein, and all listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

45. RULE OF CONSTRUCTION

No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

46. COUNTERPARTS

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

47. THIRD PARTIES

Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the transactions contemplated hereby, unless otherwise expressly so provided herein or therein, shall create any rights in, or be deemed to have

been executed for the benefit of, any person or entity that is not a party hereto or a successor or permitted assign of a party hereto.

48. INTER-CARRIER AGREEMENT

Provider and Customer agree that this Agreement is an inter-carrier agreement.

49. AUTHORITY

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

50. PRIOR AGREEMENT

50.1. The parties acknowledge that there exists that certain Amended and Restated Telecommunications Services Agreement between MCI WORLDCOM Network Services, Inc. (as assignee of such Agreement from MCI WORLDCOM, Inc.) and Verizon Select Services, Inc. (formerly known as GTE Long Distance, a division of GTE Communications Corporation, including all Amendments thereto, (the "Prior Agreement"). The parties agree that as of August 1, 2001 (the "Transition Date"), (i) the Prior Agreement will be deemed canceled in its entirety and of no further force or effect with the exception of certain accrued obligations arising under the Prior Agreement such as the payment of money or the application of credits arising prior to the Transition Date, and provisions intended to survive termination, such as limitation of liability, indemnification and confidentiality; and (ii) all switched and data services provided under the Prior Agreement ("Existing Services") will be deemed to be provisioned and maintained under the terms and conditions of this Agreement (including the rates set forth herein).

50.2. Each party warrants to the other party that it has the authority to cancel the Prior Agreement and transition all Existing Services to be administered under the terms and conditions of this Agreement and agrees to indemnify the other party for any liability such party may incur in connection with such cancellation and transition.

51. ENTIRE AGREEMENT

This Agreement (including the Exhibits) constitutes the complete and exclusive statement of the understandings between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to the subject matter hereof. No subsequent agreement between the parties concerning the same subject matter or, except as otherwise provided herein, amendment to this Agreement shall be effective or binding unless it is made in writing and subscribed to by authorized representatives of Customer and Provider.

IN WITNESS WHEREOF, the parties have executed this Telecommunications Services Agreement as of the date first written above.

VERIZON GLOBAL NETWORKS INC.

MCI WORLDWIDE NETWORK SERVICES
INC.

2
SIGNATURE

C. Cuddy

PRINT NAME

CLAUDIA CUDDY

VICE PRESIDENT - PLANNING; ENGINEERING

TITLE

DATE

JULY 30, 2001

SIGNATURE

J. K. Kummer

PRINT NAME

J. K. Kummer

PRESIDENT, UNDERSTAND SERVICES

TITLE

DATE

JULY 26, 2001

*MS
7/27/01*

EXHIBIT A

AFFILIATED ENTITIES

The names of certain GTE Affiliated Business Units are in the process of being changed as a result of the merger of GTE Corporation and Bell Atlantic Corporation. The legal entities themselves have not changed under the merger. The only change is either in the name of the company or a change in the doing-business-as (d/b/a) name. For ease of reference, where not obvious as from a d/b/a, the name by which a Verizon company was formerly known has been included in parenthesis (f/k/a). That f/k/a is not part of the legal name.

General Administration

GTE Corporation
GTE Finance Corporation
GTE REinsurance Company Limited
GTE Life Insurance Company Limited
GTE Service Corporation, d/b/a Verizon Services Group
GTE Shareholder Services Incorporated
Verizon Investment Management Corp. (f/k/a GTE Investment Management Corporation)
Verizon Realty Corp. (f/k/a GTE Realty Corporation)
GTER Incorporated
GTE-TCCA, Inc

Select Services

ContelVision, Inc.
GTE Main Street Incorporated
Verizon Media Ventures Inc. (f/k/a GTE Media Ventures Incorporated)
Verizon Select Services Inc. (f/k/a GTE Communications Corporation)
Verizon Select Services of Virginia Inc. (f/k/a GTE Communications Corporation of Virginia)

Information Services

Verizon Information Services Inc. (f/k/a GTE Information Services Incorporated)
General Telephone Directory Company C. por A.
Verizon International Telecom Services Inc. (f/k/a Telecom Services Corporation)
GTE Directories (B) SDN.BHD. (Brunei)
Verizon Directories Corp. (f/k/a GTE Directories Corporation)
Verizon Directories Distribution Corp. (f/k/a GTE Directories Distribution Corporation)
Verizon Directories Sales Corp. (f/k/a GTE Directories Sales Corporation)
GTEX Corporation
GTE Directorios - Republica Dominicana, C. por A.
GTE GmbH
Verizon New Media Services Inc. (f/k/a GTE New Media Services Incorporated)
GTE Yellow Pages Publishing Hungary Kft

Information Technology

Verizon Data Services Inc. (f/k/a GTE Data Services Incorporated)
Verizon Data Services International Inc. (f/k/a GTE Data Services International Incorporated)
GTE Airfone of Canada Incorporated

Network Services

GTE Alaska Incorporated, d/b/a Verizon Alaska
GTE Arkansas Incorporated, d/b/a Verizon Arkansas
Verizon California Inc. (f/k/a GTE California Incorporated)

Contel Advanced Systems, Inc.
Verizon Florida Inc. (f/k/a GTE Florida Incorporated)
GTE Funding Incorporated
Verizon Hawaii Inc. (f/k/a GTE Hawaiian Telephone Company Incorporated)
GTE Hawaiian Tel Insurance Company Incorporated
Verizon Hawaii International Inc. (f/k/a GTE Hawaiian Tel International Incorporated)
GTE Far East (Services) Limited
The Micronesian Telecommunications Corporation
GTE Pacifica Incorporated, d/b/a Verizon Pacifica
GTE Midwest Incorporated, d/b/a Verizon Midwest
Verizon North Inc. (f/k/a GTE North Incorporated)
Verizon Northwest Inc. (f/k/a GTE Northwest Incorporated)
Verizon West Coast Inc. (f/k/a GTE West Coast Incorporated)
Verizon South Inc. (f/k/a GTE South Incorporated)
GTE Southwest Incorporated, d/b/a Verizon Southwest
Contel of Minnesota, Inc., d/b/a Verizon Minnesota
Contel of the South, Inc. d/b/a Verizon South Systems/
Verizon North Systems
GTE Consolidated Services Incorporated

International

CODETEL International Communications Incorporated
GTE Anglo Holding Company Incorporated
La Compagnie de Telephone Anglo-Canadienne/Anglo-Canadian Telephone Company
 TELUS Corporation
 3554864 Canada Ltd.
 Aerotech Specialties Ltd.
 ISM Information Systems Management
 (B.C.) Corporation
 Telecom Leasing Canada (TLC) Limited
 TELUS Communications (B.C.) Inc.
 TELUS Holdings Inc.
 TELUS Communications Inc.
 TELUS Enterprises Inc.
 TELUS Services Inc.
 TELUS Advanced Services Inc.
 TELUS Mobility Cellular Inc.
 TELUS Risk Management Inc.
The QuébecTel Group Inc.
 DynEC Inc.
 Groupe Fortune 1000 Inc.
 Québec-Téléphone
 Québec -Communications Inc.
 Québec Tel Aliz. Inc.
 QuébecTel Communications Inc.
 SWAP-T Inc.
 Versalys Inc.
GTE China Incorporated
GTE International Telecommunications Services LLC
GITS Branch LLC
GTE Holdings Mexico, S. de R.L. de C.V.
GTE Data Services-Mexico, S.A. de C.V.
GTEDS Services-Mexico, S.A. de C.V.

GTE Information Services (UK) Limited
Herold Business Data AG
Panorama Polska Sp. z o.o.
GTE Supply do Brasil, Ltda.
Guangzhou Guangtong-GTE Tianwei
Communications Development Company Ltd.
GTE Holdings (Canada) Corporation
Compañía Dominicana de Teléfonos, C. por A (CODETELI)
Operadora de Procesamiento de Información y Telefonía, C. por A. (OPITEL)
Quality Telecommunications, C. por A.
GTE Dominican Republic Holdings LLC
GTE International Telecommunications Incorporated
GITI Services Puerto Rico Incorporated
GTE do Brasil Limitada
GTE PCS International Incorporated
GTE Venezuela Incorporated
VenWorld Telecom, C.A. (Venezuela) Compañía Anónima Nacional Teléfonos de Venezuela (CANTV)
GTE Holdings (Puerto Rico) LLC
Caribe Information Investments Incorporated Axesa Informacion Incorporado
Telecomunicaciones de Puerto Rico, Inc.
Celulares Telefonica Inc.
Datacom Caribe, Inc.
Puerto Rico Telephone Company, Inc.
GTE International Telephone Incorporated
Informática y Telecomunicaciones, C. por A.
(Dominican Republic)
GTE Investments Incorporated

Wireless Products and Services

CellCo Partnership d/b/a Verizon Wireless
GTE Consumer Services Incorporated
GTE Wireless Incorporated
Contel Cellular International, Inc.
GT Towers Incorporated
GTE Mobile Communications International Incorporated
CTI Holdings, S.A.
CTI Compañía de Teléfonos del Interior S.A.
CTI Norte Compañía de Teléfonos del Interior S.A.
CTI PCS Holdings S.A.
CTI PCS S.A.
GTE Mobilnet of Cleveland Incorporated
GTE Wireless of Ohio Incorporated
GTE Mobilnet of Eastern North Carolina Incorporated
GTE Wireless of the South Incorporated
GTE Wireless Service Corporation
GTE Airfone Incorporated
GTE Railfone Incorporated
Mexfone, S.A. de C.V

Other Operations

Contel Federal Systems, Inc.
GTE Telecommunications Services Incorporated
GTE Signaling LLC

Contel Page International, Inc.
GTE Telecom International Incorporated
GTE Telecom International Systems Corporation
GTE Assets Incorporated
GTE Enterprise Initiatives Incorporated
GTE Products of Connecticut Corporation
GTE Communication Systems Corporation (acting through its Verizon Logistics division)
GTE International Incorporated
GTE Overseas Corporation
Verizon Laboratories Inc. (f/k/a GTE Laboratories Incorporated)
GTE Operations Support Incorporated
Televac, Inc.
Verizon Credit Inc. (f/k/a GTE Leasing Corporation)
Verizon Capital Acceptance Corp. (f/k/a GTE Leasing Acceptance Corporation)
Kalama Grain Terminal, Inc.
GTE Transfer Corporation
Verizon Technology Corp. (f/k/a GTE Technology Corporation)
BBNT Solutions LLC
Federal Network Systems LLC
GTE.Net LLC, d/b/a Verizon Internet Solutions

Former Bell Atlantic:

Verizon Delaware Inc
Verizon Maryland Inc
Verizon New Jersey Inc
Verizon Pennsylvania Inc
Verizon Virginia Inc
Verizon Washington, DC Inc
Verizon New England Inc
Verizon New York Inc

Other Bell Atlantic Subsidiaries:

Verizon Accounting and Information Services Inc
Verizon Asset Management
Verizon Capital Funding Corp.
Verizon Capital Corp.
Verizon call Center Services Corp.
Verizon Connected Solutions Inc
Verizon Directory Graphics Inc
Verizon Directory Group Inc
Verizon Directory Services Inc
Verizon Directory Services Delaware Inc
Verizon Directory Services Maryland Inc
Verizon Directory Services New Jersey Inc
Verizon Directory Services Pennsylvania Inc
Verizon Directory Services Virginia Inc
Verizon Directory Services Washington, DC Inc
Verizon Directory Services West Virginia Inc
Verizon Electronic Commerce Services Inc
Verizon Federal Inc
Verizon Global Funding Corp.
Verizon Global Solutions Inc
Verizon Global Networks Inc
Verizon Government relations Company

Verizon High Speed Solutions Corp.
 Verizon Internet Services Inc
 Verizon Internet Services North Inc
 Verizon Investments Inc
 Verizon Advanced data Inc
 Verizon Data – Virginia, Inc
 Verizon Network Funding Corp.
 Verizon Network Integration Corp.
 Verizon Services Corp.
 Verizon New York Directory Sales Company
 Verizon NSI Holdings Inc

Other Bell Atlantic Subsidiaries:

Verizon Properties Inc
 Verizon TeleProducts Corp.
 Verizon Entertainment Services Company
 Verizon Yellow Pages Company
 Verizon Yellow Pages New York Company

GTE and Bell Atlantic Assumed Names (Doing Business As (DBA):

Legal Name	DBA
Bell Atlantic Corporation	Verizon Communications Inc
Bell Atlantic Communications Inc	Verizon Long Distance Inc
Contel of Minnesota	Verizon of Minnesota
Contel of the South, Inc	Verizon Mid-States
Georgia and Alabama	Verizon South Systems
Indiana and Michigan	Verizon North Systems Inc
GTE Arkansas Incorporated	Verizon Arkansas
GTE Media Ventures Incorporated	Verizon Americast
GTE Media Ventures Incorporated	Verizon Satellite Entertainment
GTE Midwest Incorporated	Verizon Midwest
GTE.Net.LLC	Verizon Internet Solutions
GTE Pacifica Incorporated	Verizon Pacifica
GTE Service Corporation	Verizon Services Group
GTE Southwest Incorporated	Verizon Southwest
NYNEX Long Distance Company	Verizon Enterprise Solutions

Legal Name	DBA
TeleSector Resources Group Inc	Verizon Services Group
Verizon New England Inc:	
Maine	Verizon Maine
Massachusetts	Verizon Massachusetts
New Hampshire	Verizon New Hampshire
Rhode Island	Verizon Rhode Island
Vermont	Verizon Vermont
Verizon New York Inc:	
Connecticut	Verizon New York

Other Subsidiaries:

Verizon Laboratories Inc
Verizon Technology Corp.

EXHIBIT B
OPERATIONAL REQUIREMENTS & PERFORMANCE MEASUREMENTS

EXHIBIT B
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EXHIBIT B

OPERATIONAL REQUIREMENTS & PERFORMANCE MEASUREMENTS

1. OPERATIONAL REQUIREMENTS

Provider shall provide the personnel, products and services necessary to implement, manage and support the underlying service structure of Customer's long distance business. Provider shall maintain an executive and management team to work closely with Customer and any of its subsidiaries or Affiliates in order to ensure the life cycle management of the Services which are subject of the Telecommunications Services Agreement between the parties ("Agreement"), including all Exhibits thereto, of which this Exhibit is incorporated into and made a part thereof (Agreement No.: TSA010302-1).

2. PERFORMANCE MEASUREMENTS

The measurements in this Exhibit reflect the minimum objectives for management of Provider's Services provided to Customer and sets forth the performance criteria to be used by Customer to measure/monitor Provider's contract and service performance and the reports and reporting frequencies necessary to monitor performance. Provider will apply all reasonable efforts to meet or exceed these objectives and will measure and report to Customer on a monthly basis the actual performance as defined herein. A monthly operations review will be held between Provider and Customer at which time performance measurements will be reviewed. Should any performance fall below objective in any given month, Provider will provide an analysis of the cause and actions taken to correct the failure and to prevent its reoccurrence. The measures will be reported in written form each month and supplied by electronic file transfer in a Microsoft Compatible format and supplied to Customer program management no later than the 23rd of each month.

3. NON-CONFORMING EVENT

For the purposes of this Exhibit a non-conforming event is defined as any event in which Customer's damages are caused by Provider's failure to comply with those certain Operational Requirements and Performance Measurements identified as **[NCE]**.

4. EXECUTIVE APPEALS

Executive appeals are those issues that are escalated by either Customer or Provider above Director level and may involve the below listed performance measurements or any other matter pertaining to this Exhibit. These appeals shall be accounted for and reported monthly as issues for resolution.

5. NETWORK MANAGEMENT

5.1 **Network – Operational Requirements**

SECTION 5.1.1 REDACTED

SECTION 5.1.2 REDACTED

SECTION 5.1.3 REDACTED

SECTION 5.1.4 REDACTED

SECTION 5.1.5 REDACTED

SECTION 5.1.6 REDACTED

SECTION 5.1.7 REDACTED

SECTION 5.1.8 REDACTED

SECTION 5.1.9 REDACTED

SECTION 5.1.10 REDACTED

-

-

SECTION 5.1.11 REDACTED

5.2 **Network – Performance Measurements**

SECTION 5.2.1 REDACTED

SECTION 5.2.2 REDACTED

SECTION 5.2.3 REDACTED

SECTION 5.2.4 REDACTED

SECTION 5.2.5 REDACTED

SECTION 5.2.6 REDACTED

SECTION 5.2.7 REDACTED

5.3 Escalation Requirements

Escalation requirements for outages, the severity level and duration of the problem trigger automatic escalation intervals:

SECTION 5.3.1 REDACTED

SECTION 5.3.2 REDACTED

SECTION 5.3.3 REDACTED

5.4 Monthly Reporting Requirements

SECTION 5.4 REDACTED

5.5 Federal Communications Commission (FCC) Outages

SECTION 5.5 REDACTED

5.6 Notification of Events

SECTION 5.6.1 REDACTED

SECTION 5.6.2 REDACTED

SECTION 5.6.3 REDACTED

5.7 Fraud Control

SECTION 5.7.1 REDACTED

SECTION 5.7.2 REDACTED

SECTION 5.7.3 REDACTED

6. PROVISIONING

6.1 **Switched Service Provisioning – Operational Requirements**

SECTION 6.1.1 REDACTED

SECTION 6.1.2 REDACTED

SECTION 6.1.3 REDACTED

SECTION 6.1.4 REDACTED

SECTION 6.1.5 REDACTED

SECTION 6.1.6 REDACTED

SECTION 6.1.7 REDACTED

SECTION 6.1.8 REDACTED

6.2 EDE Processing – Performance Measurements

SECTION 6.2.1 REDACTED

SECTION 6.2.2 REDACTED

SECTION 6.2.3 REDACTED

6.3 Dedicated Access and Private Line Provisioning

SECTION 6.3.1 REDACTED

SECTION 6.3.2 REDACTED

SECTION 6.3.3 REDACTED

SECTION 6.3.4 REDACTED

SECTION 6.3.5 REDACTED

SECTION 6.3.6 REDACTED

SECTION 6.3.7 REDACTED

7. TRANSCEND END-USER BILLING

7.1 **Transcend End User Billing – Operational Requirements**

SECTION 7.1.1 REDACTED

SECTION 7.1.2 REDACTED

SECTION 7.1.3 REDACTED

SECTION 7.1.4 REDACTED

SECTION 7.1.5 REDACTED

SECTION 7.1.6 REDACTED

SECTION 7.1.7 REDACTED

7.2 Transcend End-User Billing – Performance Measurements

SECTION 7.2.1 REDACTED

SECTION 7.2.2 REDACTED

SECTION 7.2.3 REDACTED

8. TRANSCEND BILLING & INVOICING

8.1 **Transcend Billing & Invoicing – Operational Requirements**

SECTION 8.1.1 REDACTED

SECTION 8.1.2 REDACTED

SECTION 8.1.3 REDACTED

SECTION 8.1.4 REDACTED

SECTION 8.1.5 REDACTED

SECTION 8.1.6 REDACTED

SECTION 8.1.7 REDACTED

SECTION 8.1.8 REDACTED

SECTION 8.1.9 REDACTED

SECTION 8.1.10 REDACTED

SECTION 8.1.11 REDACTED

SECTION 8.1.12 REDACTED

SECTION 8.1.13 REDACTED

8.2 Transcend Billing & Invoicing – Performance Measurements

SECTION 8.2.1 REDACTED

SECTION 8.2.2 REDACTED

SECTION 8.2.3 REDACTED

9. VNET SERVICE

9.1 VNET – Operational Requirements

SECTION 9.1.1 REDACTED

SECTION 9.1.2 REDACTED

SECTION 9.1.3 REDACTED

SECTION 9.1.4 REDACTED

SECTION 9.1.5 REDACTED

SECTION 9.1.6 REDACTED

SECTION 9.1.7 REDACTED

SECTION 9.1.8 REDACTED

SECTION 9.1.9 REDACTED

SECTION 9.1.10 REDACTED

SECTION 9.1.11 REDACTED

SECTION 9.1.12 REDACTED

SECTION 9.1.13 REDACTED

SECTION 9.1.14 REDACTED

SECTION 9.1.15 REDACTED

9.2 VNET – Performance Measurements

Provider shall establish process controls to minimize failures based on statistical process controls (i.e. control charts, quantitative analysis, etc.). The following performance standards will be measured on a monthly basis:

SECTION 9.2.1 REDACTED

SECTION 9.2.2 REDACTED

SECTION 9.2.3 REDACTED

9.3 Directory Assistance

Provider shall not provide call completion for Directory Assistance calls.

10. SS7 DIRECT SERVICE

SS7 DIRECT – Operational Requirements:

10.1 Technical Requirements

SECTION 10.1 REDACTED

10.2 Interconnection and Testing

SECTION 10.2.1 REDACTED

SECTION 10.2.2 REDACTED

SECTION 10.2.3 REDACTED

SECTION 10.2.4 REDACTED

10.3 Operation and Maintenance

SECTION 10.3 REDACTED

10.4 Exchange of Technical Data; Forecasts

SECTION 10.4 REDACTED

10.5 Interconnect Circuits

SECTION 10.5.1 REDACTED

SECTION 10.5.2 REDACTED

SPECIAL APPLICATION – POST PAID CARD PLATFORM (IRVING, TX)

11.1 General

SECTION 11.1.1 REDACTED

SECTION 11.1.2 REDACTED

11.2 Network – Operational Requirements

SECTION 11.2.1 REDACTED

SECTION 11.2.2 REDACTED

SECTION 11.2.3 REDACTED

SECTION 11.2.4 REDACTED

11.3 Billing – Operational Requirements

SECTION 11.3.1 REDACTED

SECTION 11.3.2 REDACTED

SECTION 11.3.3 REDACTED

SECTION 11.3.4 REDACTED

SECTION 11.3.5 REDACTED

SECTION 11.3.6 REDACTED

SECTION 11.3.7 REDACTED

SECTION 11.3.8 REDACTED

SECTION 11.3.9 REDACTED

SECTION 11.3.10 REDACTED

SECTION 11.3.11 REDACTED

SECTION 11.3.12 REDACTED

SECTION 11.3.13 REDACTED

SECTION 11.3.14 REDACTED

SECTION 11.3.15 REDACTED

SECTION 11.3.16 REDACTED

SECTION 11.3.17 REDACTED

SECTION 11.3.18 REDACTED

SECTION 11.3.19 REDACTED

11.4 **Billing – Performance Measurements**

Provider shall establish process controls to minimize failures based on statistical process controls (i.e. control charts, quantitative analysis, etc.)

SECTION 11.4.1 REDACTED

ATTACHMENT B-1
INTERNATIONAL ANSWER TO SEIZURE RATIO (ASR)

ATTACHMENT B-1 REDACTED

ATTACHMENT B-2

LAYOUT OF CURRENT LEC TARIFF DATABASE

Effective February 1, 2000 - 2 pages

Rating	Type	Width	Position Location	Decimal	Description
NPA/NXX	Character	6	1-6		Number Plan Area plus NXX
LATA	Character	4	7-10		Local Access and Transport Area
Name	Character	20	11-30		LEC Name from LERG1
OCN	Character	4	31-34		LEC OCN from LERG
EO_CLLI	Character	11	35-45		End Office Switch CLLI
LNP	Character	6	46-51		Location Routing Number
Trunk_Type	Character	15	52-66		Premium or Non-premium End Office
Tan_Direct	Character	8	67-74		Tandem, Cell_Tan or Direct
Call_Type	Character	10	75-84		1+ or 800
ER_ST_Orig	Number	8	85-92	7	Rate
ER_ST_Term	Number	8	93-100	7	Rate
RA_ST_Orig	Number	8	101-108	7	Rate
RA_ST_Term	Number	8	109-116	7	Rate
ER_LAT_Ori	Number	8	117-124	7	Rate
ER_LAT_Trm	Number	8	125-133	7	Rate
RA_LAT_Ori	Number	8	134-141	7	Rate
RA_LAT_Trm	Number	8	142-149	7	Rate
Per_Call	Number	8	150-157	7	Rate
ER_800	Number	8	158-165	7	Rate
RA_800	Number	8	166-173	7	Rate
Eff_Date	Character	8	174-181		Month/Day/Year

LEC Tariff Database, new layout (2 tables)

FGS_Tbl	Type	Width	Position Location	Decimal	Description
NPA/NXX	Character	6	1-6		Number Plan Area plus NXX
LNP	Character	6	7-12		Location Routing Number
FGS_ID	Character	11	13-23		Indicators for: Line type, Alphanumeric ID,

FGS_Rate	Type	Width	Position Location	Decimal	Description
FGS_ID	Character	11	1-11		Indicators for: Line type, Alphanumeric ID, End Office State, OCN, Other
LATA	Character	4	12-15		Local Access and Transport Area
Name	Character	20	16-35		LEC Name from LERG1
OCN	Character	4	36-39		LEC OCN from LERG
EO_CLLI	Character	11	40-50		End Office Switch CLLI
Trunk_Type	Character	1	51		Premium or Non-Premium End Office
Tan_Direct	Character	1	52		Tandem or Direct
Call_Type	Character	10	53-62		1+ or 800
ER_ST_Orig	Number	8	63-70	7	Rate
ER_ST_Term	Number	8	71-78	7	Rate
ER_LAT_Ori	Number	8	79-86	7	Rate
ER_LAT_Trm	Number	8	87-94	7	Rate
RA_LAT_Ori	Number	8	95-102	7	Rate
RA_LAT_Trm	Number	8	103-110	7	Rate
ER_800	Number	8	111-118	7	Rate
RA_800	Number	8	119-126	7	Rate
Eff_Date	Character	8	127-134		Month/Day/Year

LEC Tariff Database Field Modifications

- The format will no longer contain Intrastate Origination and Intrastate Termination columns.
- Where tariffed *Intrastate Origination* rates apply, the same rate will appear in both the IntraLATA Origination and the InterLATA Origination columns.
- Where tariffed *Intrastate Termination* rates apply, the same rate will appear in both the IntraLATA Termination and InterLATA Termination columns.
- Only a **P** for Premium or an **N** for Non-Premium End Office will appear in the Trunk_Type field.
- Only a **T** for Tandem or a **D** for Direct will appear in the Tan_Direct field.
- The Per_Call column will no longer appear in the LEC Tariff Database.

Examples of Call Types, and

Explanation of Fields That Must Be Used to Validate Rates

Example #1 – Switchless Non Toll Free Call, Originating Number has been ported

Field # 27, *From NPA-NXX*, in the CDR contains the NPA-NXX of the originating number

Field # 47, *Originating LRN*, in the CDR contains the originating local routing number

The following reflects the manner in which the fields in the call record can be mapped to the accurate costs in the LEC Tariff Database:

CDR:

#6	#9	#11	#27	#32	#47	#48
ORIG_ANI	DIAL_ANI	DEST_ANI	FROM_PLAN	TO_PLAN	ORIG_LRN	PORTED_NUM
713271	847350	847806	713271	847350	713774	

LEC Tariff Database:

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Access	#27 713271	#47 713774	A	□	A	.xxxxxxx

Example #2 – Switchless Toll Free Call, Originating Number has been ported

Field # 27, *From NPA-NXX*, in the CDR contains the NPA-NXX of the originating number

Field # 47, *Originating LRN*, in the CDR contains the originating local routing number

CDR:

#6	#9	#11	#27	#32	#47	#48
ORIG_ANI	DIAL_ANI	DEST_ANI	FROM_PLAN	TO_PLAN	ORIG_LRN	PORTED_NUM
713271	800800	847806	713271	847806	713774	

LEC Tariff Database:

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Access	#27 713271	#47 713774	A	□	A	.xxxxxxx

Example #3 – Switchless Non Toll Free Call, Terminating Number has been ported

Field # 11, *Destination Number*, in the CDR contains the terminating local routing number

Field # 32, *To NPA-NXX*, in the CDR contains the NPA-NXX of the dialed number

CDR:

#6	#9	#11	#27	#32	#47	#48
ORIG_ANI	DIAL_ANI	DEST_ANI	FROM_PLAN	TO_PLAN	ORIG_LRN	PORTED_NUM
713271	847350	847806	713271	847350		847350

LEC Tariff Database:

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Egress	#32 847350	#11 847806	B	□	B	.xxxxxxx

Example #4 – Switchless Toll Free Call, Terminating Number has been ported

Field # 32, *To NPA-NXX*, in the CDR contains the NPA-NXX of the dialed number

Field # 48, *Ported Number*, in the CDR contains the ported called number

CDR:

#6	#9	#11	#27	#32	#47	#48
ORIG_ANI	DIAL_ANI	DEST_ANI	FROM_PLAN	TO_PLAN	ORIG_LRN	PORTED_NUM
713271	800800	847806	713271	847806		847350

LEC Tariff Database:

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Egress	#48 847350	#32 847806	B	□	B	.xxxxxxx

Example #5 – Switchless Non Toll Free Call, Originating and Terminating Numbers have been ported

Originating Side of the Call has been ported

Field # 27, *From NPA-NXX*, in the CDR contains the NPA-NXX of the originating number

Field # 47, *Originating LRN*, in the CDR contains the originating local routing number

Terminating Side of the Call has been ported

Field # 11, *Destination Number*, in the CDR contains the terminating local routing number

Field # 32, *To NPA-NXX*, in the CDR contains the NPA-NXX of the dialed number

FRDR:

#6	#9	#11	#27	#32	#47	#48
ORIG_ANI	DIAL_ANI	DEST_ANI	FROM_PLAN	TO_PLAN	ORIG_LRN	PORTED_NUM
713271	847350	847806	713271	847350	713774	847350

LEC Tariff Database (Originating Side of the Call):

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Access	#27 713271	#47 713774	A	□	A	.xxxxxxxx

LEC Tariff Database (Terminating Side of the Call):

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Egress	#32 847350	#11 847806	B	□	B	.xxxxxxxx

Example #6 – *Switchless Toll Free Call, Originating and Terminating Numbers have been ported*

Originating Side of the Call has been ported

Field # 27, *From NPA-NXX*, in the CDR contains the NPA-NXX of the originating number

Field # 47, *Originating LRN*, in the CDR contains the originating local routing number

Terminating Side of the Call has been ported

Field # 32, *To NPA-NXX*, in the CDR contains the NPA-NXX of the terminating local routing number

Field # 48, *Ported Number*, in the CDR contains the ported called number

FRDR:

#6	#9	#11	#27	#32	#47	#48
ORIG_ANI	DIAL_ANI	DEST_ANI	FROM_PLAN	TO_PLAN	ORIG_LRN	PORTED_NUM
713271	800800	847806	713271	847806	713774	847350

LEC Rate Database (Originating side of the call):

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Access	#27 713271	#47 713774	A	<input type="checkbox"/>	A	.XXXXXXXX

LEC Rate Database (Terminating side of the call):

	NPA_NXX	LNP	FGS_ID		FGS_ID	RATE
Egress	#48 847350	#32 847806	B	<input type="checkbox"/>	B	.XXXXXXXX

Transcend Manager

Provider agrees to provide Customer, at no cost to Customer, a windows-based software program entitled "Transcend Manager" which will allow the Customer to "query" the LEC Tariff Database described above.

EXHIBIT C
PRICING

EXHIBIT C
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EXHIBIT C

PRICING

1. TRANSCEND DESCRIPTIONS

Transcend is a fully integrated long distance service that allows purchase of transport on Provider's fiber-optic network separately from LEC charges.

1.1 TRANSCEND CARRIER TERMINATION Service which is the termination of calls received from Carrier Service Interconnection(s), (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.

1.1.1 TRANSCEND CARRIER TERMINATION Service may be originated from any Provider POP and terminated to any direct dialable location worldwide.

1.2 TRANSCEND CARRIER ORIGINATION Service which is the origination of Toll Free calls by Provider and the termination of such calls to Carrier Service Interconnection(s), (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.

1.2.1 TRANSCEND CARRIER ORIGINATION Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, the Northern Marianas Islands and Canada and terminated to any Customer-designated Carrier Service Interconnection in the 48 contiguous United States.

1.3 TRANSCEND SWITCHLESS 1+ Service which is the origination (via individual telephone access lines) and termination of calls solely over facilities comprising the Provider network, (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.

1.3.1 TRANSCEND SWITCHLESS 1+ Service may be originated from all equal access exchanges in the 48 contiguous United States (except in LATA 921 – Fishers Island, New York) and Hawaii and terminated to any direct dialable location worldwide.

1.4 TRANSCEND SWITCHLESS TOLL FREE Service which is the origination (via individual telephone lines) and termination of Toll Free calls solely over facilities comprising the Provider network, (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.

1.4.1 TRANSCEND SWITCHLESS TOLL FREE Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, the Northern Marianas Islands and Canada and terminated to locations in the 48 contiguous United States and Canada.

- 1.5 TRANSCEND END USER DEDICATED 1+ Service which is the termination of calls solely over facilities comprising the Provider network which origination is via Dedicated Service Interconnection(s), (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.
 - 1.5.1 TRANSCEND END USER DEDICATED 1+ Service may be originated from any Customer-designated Dedicated Service Interconnection and terminated to any direct dialable location worldwide.
- 1.6 TRANSCEND END USER DEDICATED TOLL FREE Service which is the origination of Toll Free calls by Provider solely over facilities comprising the Provider network which termination is via Dedicated Service Interconnection(s), (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.
 - 1.6.1 TRANSCEND END USER DEDICATED TOLL FREE Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, the Northern Marianas Islands and Canada and terminated to any Customer-designated Dedicated Service Interconnection in the 48 contiguous United States.
- 1.7 SERVICE INTERCONNECTIONS
 - 1.7.1 In order to utilize (i) TRANSCEND CARRIER TERMINATION Service or TRANSCEND CARRIER ORIGINATION Service, one or more full time dedicated connections between Customer's network and the Provider network at one or more Provider designated locations ("Provider POP") must be established ("Carrier Service Interconnection(s)"), (ii) TRANSCEND END USER DEDICATED ACCESS Service (1+ or TOLL FREE), one or more full time dedicated connections between an End User's private branch exchange ("PBX") or other customer premise equipment and the Provider network at one or more Provider POP(s) must be established ("Dedicated Service Interconnection(s)"), and (iii) PRISM I TERMINATION Service and ADVANCED TOLL FREE Service, one or more full time dedicated connections between Customer's network and the Provider network at one or more Provider POP(s) must be established ("Carrier PLUS Service Interconnection(s)"). Each Carrier Service Interconnection, Carrier PLUS Service Interconnection and Dedicated Service Interconnection shall be comprised of one or more dedicated access circuits, as the case may be. Carrier Service Interconnection(s), Carrier PLUS Service Interconnections and Dedicated Service Interconnection(s) are collectively referred to as "Service Interconnections".
 - 1.7.2 The circuit(s) comprising each Service Interconnection to a Provider POP shall be requested by Customer on the appropriate Provider Service Request. Each Service Request will describe (among other things) the Provider POP to which a Service Interconnection is to be established, the Requested Service Date therefor, the type and quantity of circuits comprising the Service Interconnection and any charges and other information relevant thereto, such as, Customer's originating or terminating switch location, as the case may be. Such additional

information may be obtained from Customer or gathered by Provider and recorded in Technical Information Sheets provided by Provider.

- 1.7.3 Once ordered, and unless otherwise provided for in this Agreement, Service Interconnection(s) or the circuits comprising each Service Interconnection may only be canceled by Customer upon not less than thirty (30) days prior written notice to Provider.
- 1.7.4 With respect to a Carrier Service Interconnection or a Carrier PLUS Service Interconnection, Customer shall be solely responsible for establishing and maintaining each Carrier Service Interconnection or Carrier PLUS Service Interconnection over facilities subject to Provider's approval. With respect to Dedicated Service Interconnections, Provider will provision and maintain local access facilities between the End User location (i.e., PBX) and the Provider POP, subject to any LEC charges plus other applicable terms and charges set forth in Provider's applicable tariffs (or the applicable tariffs of its affiliates), however, Customer may elect to be responsible for establishing each Dedicated Service Interconnection over facilities subject to Provider's approval. Service Interconnections shall be only comprised of DS-1 facilities unless otherwise provided for in the Service Request and agreed to in writing by Provider. If a Service Interconnection is proposed to be made via a local exchange carrier, Provider will have the authority to direct Customer to utilize Provider's entrance facilities or local serving arrangement ("LSA") with the relevant local telephone operating company, and Customer will be subject to a non-discriminatory charge therefor from Provider. The monthly recurring charge relevant to Customer's use of LSA capacity shall be subject to upward adjustment by Provider from time to time which adjustment, if any, shall not exceed the rate that otherwise would be charged for the equivalent switched access capacity between the same points by the relevant local telephone operating company pursuant to its published charges for the type of service in question.
- 1.7.5 If other private line interexchange facilities are necessary to establish a Service Interconnection, and such facilities are requested from Provider, such facilities will be provided on an individual case basis.

SECTION 1.7.6 REDACTED

SECTION 1.7.7 REDACTED

2. **TRANSCEND DOMESTIC TRANSPORT CHARGES**

SECTION 2 REDACTED

3. **TRANSCEND EXTENDED DOMESTIC**

SECTION 3 REDACTED

4. **CANADA TRANSPORT CHARGES**

SECTION 4 REDACTED

5. **INTERNATIONAL TRANSPORT CHARGES**

With respect to calls terminating to an International location, Customer's "International Transport Charges" are set forth on **Attachment C-1** attached hereto and incorporated herein by reference and is in addition to any applicable Domestic Transport Charge as described in Section 2 above. [Note: Egress charges associated with calls to International Locations are included in the International Transport Charges.]

(See **Attachment C-1**) These rates are updated quarterly by replacing this Attachment.

6. **INTERNATIONAL TOLL FREE SERVICE (ITFS)**

International Toll Free Services (ITFS) provides direct, toll free connections from foreign countries to Provider customers in the United States. ITFS allows customers the ability to provide foreign callers a country-by-country specific toll free number that can be dialed from a foreign country. This service currently uses the Classic product's CDR format.

(See **Attachment C-2**) These rates are updated quarterly by replacing this Attachment.

7. **SPECIAL INTERNATIONAL RATES**

7.1 **SPECIAL INTERNATIONAL TRANSPORT RATES**

Customer acknowledges that the Special International Transport Rates only apply to Carrier Termination calls. Customer's rates for all other countries will be set forth in the TSA or Attachments to this **Exhibit C**, whichever is applicable.

CARRIER TERMINATION Service is the termination of calls received from Carrier Service Interconnection(s).

(See **Attachment C-3**) As rates are refreshed, the rate schedule is updated by replacing this Attachment.

7.2 **SPECIAL COUNTRY INTERNATIONAL TRANSPORT RATES**

Customer acknowledges that the Special Country International Transport Rates only apply to Switchless 1+ and End User Dedicated 1+ service. Customer's rates for all other countries will be set forth in the TSA or Attachments to **Exhibit C**, whichever is applicable.

(See **Attachment C-4**) As rates are refreshed, the rate schedule is updated by replacing this Attachment.

8. **LEC CHARGES**
SECTION 8 REDACTED

9. **BILLING INCREMENTS**

Domestic Transport and Extended Location Transport will be billed in six (6) second increments and subject to a six (6) second minimum charge. International Transport and Canada and Mexico Transport will be billed in six (6) second increments and subject to a thirty (30) second minimum charge. All calls will be billed utilizing Hardware Answer Supervision where available commencing with Customer's switch wink or answer back. If Customer is found to be non-compliant in passing back appropriate answer supervision, i.e., answer back, Provider reserves the right to suspend TRANSCEND CARRIER ORIGINATION Service, TRANSCEND SWITCHLESS TOLL FREE Service and/or TRANSCEND END USER DEDICATED TOLL FREE Service or deny requests by Customer for additional Service until appropriate compliance is established. LEC Access Charges for all calls will be billed in one (1) second increments and subject to a one (1) second minimum charge. LEC Egress Charges for all calls will be billed in one (1) second increments and subject to a one (1) second minimum charge.

10. **DIRECTORY ASSISTANCE (DA)**

SECTION 10 REDACTED

11. 700 PIC VERIFICATION PRICING

SECTION 11 REDACTED

12. OTHER TRANSCEND CHARGES

12.1 Presubscribed Interexchange Carrier Charge (PICC)

SECTION 12.1 REDACTED

12.2 RespOrg Services

SECTION 12.2 REDACTED

12.3 Payphone Surcharge

SECTION 12.3 REDACTED

12.4 PIU Certification

With respect to a Carrier Service Interconnection as defined in Section 1.7.1 of this Exhibit, absent the automatic number identification ("ANI") of the calling party, Customer shall provide Provider with a written certification (the "Certification") of the percentage of interstate (including international) and intrastate minutes of use relevant to the minutes of traffic to be terminated in the same state in which the Provider POP is located to which the Carrier Service Interconnection is made. This Certification shall be provided by Customer prior to Start of Service for any Carrier Service Interconnection and may be modified from time to time by Customer and subject to recertification upon the request of Provider which requests shall not be made unilaterally by Provider more than once each calendar quarter. Any such modification(s) or Certification(s) shall be effective as of the first day of any calendar month and following at least forty-five (45) days notice from Customer. In the event Customer fails to make such Certification, the relevant minutes of use will be deemed to be subject to the Intrastate Rates described herein. In the event Provider or any other third party requires an audit of Provider's interstate/intrastate minutes of traffic, Customer agrees to cooperate in such audit at its expense and make its call detail records, billing systems and other necessary information reasonably available to Provider or any third party solely for the purpose of verifying Customer's interstate/intrastate minutes of traffic. Customer agrees to indemnify Provider for any liability Provider incurs in the event Customer's Certification is different than that determined by the audit.

13. BASIC TOLL FREE

SECTION 13 REDACTED

14. **ADVANCED TOLL FREE**

Advanced Toll Free Service is the most complete inbound dedicated transport service available. Featuring a wide variety of routing options, ATF is one of the most reliable platforms in the industry. In addition to having a robust service, Advanced Toll Free offers advanced management and reporting tools to help you manage your service and expenses. The flexibility and sophistication of Advanced Toll Free Service allow you to accommodate your customers' most complex applications while providing one of the best values in the industry.

- 14.1 Forecasts: Before Customer's initial order for ADVANCED TOLL FREE Services or TOLL FREE CBL Service, Customer shall provide Provider with a forecast regarding the number of minutes expected to be originated in various LATAs and/or Tandems, so as to enable Provider to con-figure optimum network arrangements. In the event Customer's traffic volumes result in a lower than industry standard completion rate or otherwise adversely affect the Provider Network, Provider reserves the right to block the source of such adverse traffic at any time. Customer will provide Provider with additional forecasts from time to time upon Provider's request, which shall not be more frequent than once every three (3) months.
- 14.2 Start of Service: (i) for ADVANCED TOLL FREE Service will be concurrent with the activation of each circuit comprising a Carrier PLUS Service Interconnection relevant to ADVANCED TOLL FREE Service, and (ii) for TOLL FREE CBL Service will be on a Toll Free Number by Toll Free Number basis concurrently with the activation of each Toll Free Number to be served.
- 14.3 Limitation of Origination and Termination Locations: ADVANCED TOLL FREE Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, North Marianas Islands and Canada and terminated to any Customer-designated Carrier PLUS Service Interconnection. TOLL FREE CBL Service may be originated from

locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, North Marianas Islands, Canada, Mexico and certain International locations and terminated to locations in the 48 contiguous United States.

- 14.4 Pay Phone Surcharge: In the event Provider is required to compensate payphone service providers (PSPS) for toll-free or access code calls which originate from payphones (including without limitation, any Order adopted by the FCC) ("Payphone Surcharge"), Provider will charge and Customer agrees to pay Provider the amount of the Payphone Surcharge which is required to be paid by Provider.
- 14.5 Toll Free Numbers: TOLL FREE numbers will be issued to Customer (i.e., issuance equates to activation or reservation, whichever occurs first) on a random basis. Customer requests for specific numbers will be considered by Provider, and if provided, will be subject to additional charges as set forth below and Provider's then current reservation policy which shall also apply to any randomly selected and reserved TOLL FREE number. At any time preceding three (3) months from the scheduled expiration of the Service Term, Customer may only reserve TOLL FREE numbers in an amount equal to the greater of (i) 50, or (ii) fifteen percent (15%) of the total number of TOLL FREE numbers activated by Provider for Customer. Customer requests for TOLL FREE numbers inconsistent with the above stated conditions may be considered by Provider on an individual case basis. TOLL FREE numbers reserved for Customer will be activated upon Customer's request, however, Provider may charge Customer an SMS Storage fee for each TOLL FREE number.

Customer specifically agrees that regardless of the method in which a TOLL FREE number is reserved for or otherwise assigned to Customer, that Customer will not seek any remedy from Provider including, but not limited to, any remedy based on a theory of detrimental reliance or otherwise that such TOLL FREE number(s) are found not to be available for Customer's use until such TOLL FREE number is put in service for the benefit of Customer, and that such TOLL FREE number(s) shall not be sold, bartered, brokered or otherwise released by Customer for a fee ("TOLL FREE Number Trafficking"). Any attempt by Customer to engage in TOLL FREE Number Trafficking shall be grounds for reclamation by Provider for reassignment of the TOLL FREE number(s) reserved for or assigned to Customer.

- 14.6 RespOrg Services: Responsible Organization Services (relevant to TOLL FREE Numbers) if provided by Provider will be provided by Provider pursuant to Provider's applicable tariffs (or the applicable tariffs of its affiliates).
- 14.7 Service Interconnection: Refer to Section 1.7 of this Exhibit.

Note: ATF does not bill under Transcend.

(See **Attachment C-5**) These rates are updated periodically by replacing the Attachment.

15. CIC TRANSLATIONS PRICING

SECTION 15 REDACTED

16. CALLING CARD

Should Customer desire to utilize the Provider Calling Card, rates will be provided to Customer upon request.

17. SS7 DIRECT

SECTION 17 REDACTED

18. SS7 3RD PARTY

SECTION 18 REDACTED

19. **CO-LOCATION**

Pricing for Co-Location will be provided within thirty (30) days of written request submitted by customer.

20. **VNET**

SECTION 20 REDACTED

21. SPECIAL APPLICATION – POST PAID CARD PLATFORM

SECTION 21 REDACTED

22. ISDN PRI

SECTION 22 REDACTED

23. ACCESS PRICING

SECTION 23 REDACTED

24. **SDS (SWITCHED DIGITAL SERVICE)**

SECTION 24 REDACTED

25. INTERNATIONAL PRIVATE LINE

International Private Line Service is a connection for voice or data applications between the U.S. and destinations worldwide. Using satellite, fiber, or cable facilities, this service delivers high-quality connections at various speeds. This service gives customers immediate access to their international business locations twenty four (24) hours a day.

Due to the dynamic nature of International Private Line rates and specific configurations, pricing for IPLs will be provided when requested from Customer. This will allow Customer to receive the most recent promotional rates.

26. PRIVATE LINE

SECTION 26 REDACTED

27. **FRAME RELAY**

Provider's Wholesale Frame Relay service offers the Wholesale customer an opportunity to rebrand legacy Provider's Frame Relay service and sell it domestically or internationally.

27.1 The Wholesale Frame Relay service is broken down into the following areas:

- Domestic Frame Relay Service (**Attachment C-8**)
- Metro Frame Relay Service (**Attachment C-9**)
- International Frame Relay Service (**Attachment C-10**)

SECTION 27.2 REDACTED

27.3 Frame Relay Ancillary Charges

SECTION 27.3 REDACTED

27.4 Frame Relay (Broadband) Discounts

SECTION 27.4 REDACTED

28. **ATM**

Asynchronous Transfer Mode (ATM) enables customers the ability to transport data over long distances without incurring mileage charges, giving them the freedom to develop and create new applications.

Although ATM is positioned as a high-bandwidth product, Provider now offers DS1 ATM for lower-bandwidth usage, helping customers save on network and local access charges. In addition, Provider can provide local access in certain areas, providing true end-to-end service.

28.1 The ATM Service is broken down into the following areas:

28.1.1 Domestic ATM Service (**Attachment C-11**)

28.1.2 Metro ATM Service (**Attachment C-12**)

SECTION 28.2 REDACTED

SECTION 28.3 REDACTED

SECTION 28.4 REDACTED

SECTION 28.5 REDACTED

28.6 ATM Ancillary Charges

SECTION 28.6 REDACTED

28.7 ATM (Broadband) Discounts

SECTION 28.7 REDACTED

29. **PORTFOLIO**

Portfolio is a web-based system that provides full product order management, CDR delivery, advanced reporting, and end-user management. Portfolio is provided free of charge; however, any charges currently being applied to a specific product/service will continue to be applied. In addition, any access costs will be charged. Though the basic version of Portfolio will be provided free of charge, future applications that are made available via Portfolio may have individual charges associated with them.

In the future as a general rule, delivery of hard copies of manuals, documentation, and CD's will be chargeable to the customers whenever this information is provided on line via Portfolio.

30. **EDE**

Electronic Data Exchange (EDE) Manager is a Provider-developed, PC-based order-entry software package that serves as a front-end customer interface to Provider's EDE process. EDE Manager is a user-friendly, menu-driven system that can process large numbers of orders with speed and accuracy.

31. **UNICOM**

SECTION 31 REDACTED

ATTACHMENT C-1
TRANSCEND 1+ INTERNATIONAL TRANSPORT RATES

ATTACHMENT C-1 REDACTED

(CURRENT RATES WILL BE ATTACHED TO THIS COVER SHEET)

ATTACHMENT C-2
INTERNATIONAL TOLL-FREE SERVICE (ITFS) RATES

ATTACHMENT C-2 REDACTED

(CURRENT RATES WILL BE ATTACHED TO THIS COVER SHEET)

ATTACHMENT C-3

SPECIAL INTERNATIONAL TRANSPORT RATES FOR CARRIER TERMINATION SERVICE

ATTACHMENT C-3 REDACTED

ATTACHMENT C-4
SPECIAL COUNTRY INTERNATIONAL TRANSPORT RATES

ATTACHMENT C-4 REDACTED

ATTACHMENT C-5
ADVANCED TOLL FREE

ATTACHMENT C-5 REDACTED

ATTACHMENT C-6
SPECIAL APPLICATION – POST PAID CARD PLATFORM

ATTACHMENT C-6 REDACTED

ATTACHMENT C-7
DOMESTIC PRIVATE LINE IXC PRICING

ATTACHMENT C-7 REDACTED

ATTACHMENT C-8
DOMESTIC FRAME RELAY PRICING

ATTACHMENT C-8 REDACTED

ATTACHMENT C-9
METRO FRAME RELAY PRICING

ATTACHMENT C-9 REDACTED

ATTACHMENT C-10
INTERNATIONAL FRAME RELAY PRICING

Upon Request, Pricing will be provided on an Individual Case Basis (ICB).

ATTACHMENT C-11
DOMESTIC ATM

ATTACHMENT C-11 REDACTED

