

ATTACHMENT 9
NETWORK SECURITY
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NETWORK SECURITY

I. Protection of Service and Property

GTE shall exercise the same degree of care to prevent harm or damage to AT&T, its employees, agents or customers, or their property as it employs to protect its own personnel, customers and property, etc. GTE, its employees, agents, or representatives agree to take reasonable and prudent steps to protect AT&T property and services, including, but not limited to:

- A. Restricting access to AT&T's collocation space as set forth in applicable GTE state and federal collocation tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access to AT&T's collocation space:
 - 1. GTE shall implement adequate measures to control access to collocation cages.
 - 2. Collocation space shall comply with all applicable fire and safety codes.
 - 3. Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring AT&T collocation space provided by GTE shall also be connected to a manned site. AT&T may, at its option, provide its own intrusion alarms for its collocated space.
 - 4. GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
 - 5. GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal collocation tariffs.
 - 6. GTE shall retain a master key to AT&T's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At AT&T's option, the Parties shall review key control procedures no more frequently than twice in any twelve month period. At any time, AT&T may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.

7. Not more frequently than twice a year, AT&T may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal collocation tariffs. Should AT&T identify deficiencies in security and access procedures and equipment, as a result of such audits or otherwise, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the Parties.
- B. In order to protect customer proprietary information, ensure both ongoing operational and update integrity of databases, and control access to the ability to disconnect end users on authorized ports, in cases in which there are shared systems access to GTE systems, GTE will provide access controls to its system based upon GTE's internal security standards, which standards shall include, at minimum, traditional log in and password procedures. AT&T shall be responsible for AT&T control installation.
- I. **Revenue Protection**
 - A. The Parties shall work cooperatively with each other to utilize present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within the network. These features may include screening codes, call blocking of international, 800, 900/976, and 700 numbers and the capability to require end-user entry of an authorization code for dial tone on a per line basis, in accordance with applicable laws, regulations and tariffs. GTE will provide call blocking of 700 and 800/888 numbers when technically feasible and when made available to GTE end users, in accordance with applicable laws, regulations and tariffs. **GTE SHALL PROVIDE ACCESS TO FRAUD PREVENTION, DETECTION AND CONTROL FUNCTIONALITY WITHIN PERTINENT OPERATIONS SUPPORT SYSTEMS ("OSS") PROVIDED, HOWEVER, THAT SUCH ACCESS WILL ONLY BE PROVIDED TO THOSE SYSTEMS WHICH GTE PROVIDES TO ITSELF.**
 - B. If AT&T has uncollectible or unbillable revenue resulting from, but not confined to, provisioning, maintenance, or signal network routing errors which are the responsibility of GTE, **GTE's liability shall be governed by the applicable tariff and** GTE shall issue AT&T a credit for the monthly recurring charge or other charges for the underlying Local Service or Network Element on a pro-rata basis for the period of time during which the error occurred.

- C. If AT&T has uncollectible or unbillable revenue resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties for which GTE has administrative control of access to said Network Element or operational support system software, **GTE's liability shall be governed by the applicable tariff and** GTE shall issue AT&T a credit for the monthly recurring charge or other charges for the underlying Local Service Network or Network Element on a pro-rata basis for the period of time during which the alteration occurred.
- D. If AT&T has uncollectible or unbillable revenue resulting from the unauthorized physical attachment to loop facilities (under GTE's responsibility or control) from the Main Distribution Frame up to and including the Network Interface Device, including clip on fraud, **GTE's liability shall be governed by the applicable tariff and** GTE shall issue AT&T a credit for the monthly recurring charge or other charges for the underlying Local Service or Network Element on a pro-rata basis for the period of time during which the unauthorized attachment occurred.
- E. GTE shall provide quick/soft dial tone to allow only the completion of calls to termination points required by law and to establish service.

I. **Law Enforcement Interface**

- A. Only if available in connection with GTE's operation of its own business, GTE shall provide seven day a week/ twenty-four hour a day installation and information retrieval pertaining to emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by AT&T.
- B. GTE agrees to work jointly with AT&T in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for AT&T Customers will be billed to AT&T.
- C. GTE will, in nonemergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is an AT&T Customer and shall refer them to AT&T.

II. **Impairment of Service**

- A. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").
- B. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.