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Director
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March 14, 2000

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Ms. Carole J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

COMMUNICATIONS
SECTION
MARCH 15 11 51 AM '00

Dear Ms. Washburn:

**Subject: DOCKET NO. UT 993018- INTERCONNECTION AGREEMENT
BETWEEN GTE NORTHWEST INCORPORATED AND
ADVANCED TLECOM GROUP, INCORPORATED**

Enclosed for filing with the Commission , under Section 252(l) of the Telecommunications Act of 1996, is the Interconnection and Unbundling Agreement between GTE Northwest Incorporated (GTE) and Advanced TelCom Group, Incorporated (ATG). ATG wishes to adopt the arbitrated Interconnection Agreement between Electric Lightwave, Inc. (ELI) and GTE that was approved in the state of Washington in Docket UT 980370. Enclosed are cover letters, executed by ATG and GTE which set forth the conditions that state the manner in which the arbitrated Agreement will be applied to ATG.

GTE is not voluntarily entering into the arbitrated Agreement with ATG and does not waive any rights or remedies it has concerning its position as to the illegality or unreasonableness of the terms of the arbitrated Agreement. Any modification to the underlying Agreement shall automatically apply to ATG. GTE is preserving its legal position in every respect as to the arbitrated Agreement in the hands of ATG as well as in the hands of ELI.

Also enclosed are two Supplemental Agreements executed by GTE and ATG which modify Article II, Section 1.15. Article III, Section 2.1 and supercede Article IX of the adopted terms.

Ms. Carole J. Washburn
March 13, 2000
Page 2 of 2

Please contact Bonnie Sanders at 425/261-5464 with any questions you may have.

Very truly yours,

Bonnie Sanders

ja
Lida C. Tong
Director – Regulatory & Governmental Affairs

BGS105W.doc
Enclosures

c: Ms. Kathryn L. Thomas (w/o enclosures)
Advanced TelCom Group, Incorporated
110 Stony Point Road, Second Floor
Santa Rosa, California 95401



**Advanced
TelCom
Group, Inc.**

December 2, 1999

Ms. Laurel Parr
GTE Network Services
HQE03B28
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038

Re: Advanced TelCom Group, Inc.

Dear Ms. Parr:

This letter is to state ATG's position on its adoption of the terms of the interconnection Agreement between Electric Lightwave and GTE for the state of Washington. ATG commits to the following:

(A) ATG adopts the Terms and Conditions of the original Electric Lightwave agreement for interconnection with GTE to the extent not subject to change required by subsequent final orders of the FCC or the Washington commission and agrees to the substitution of ATG's name for that of ELI where appropriate.

(B) Notice to ATG as may be required under the Terms shall be provided as follows:

Kathryn L. Thomas
VP-Regulatory & Public Policy
Advanced TelCom Group, Inc.
100 Stony Point Rd., Suite 130
Santa Rosa, CA 95401
Telephone number: (707) 535-8900
Facsimile number: (707) 568-6547

(C) ATG represents and warrants that it is a certified provider of local dialtone service in the State of Washington, and that its adoption of the original ELI agreement as approved by the Washington commission subject to changes required by subsequent final orders of the FCC or the Washington commission will cover services in the State of Washington only.

Ms. Laurel Parr
GTE Network Services
December 2, 1999
Page 2

Notwithstanding the foregoing, ATG reserves all of its rights to (i) oppose any contention or action of GTE regarding any obligation of GTE under this Agreement or the legal effect of any provisions of the agreement; and (ii) to take any lawful action in order to enforce its rights under the law and this agreement.

If you have any questions, please feel free to call.

Sincerely yours,



Kathryn L. Thomas
Vice President
Regulatory and Public Policy

Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



GTE Network
Services

HQE03B28
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038
972/718-4586
FAX 972/719-1523

February 18, 2000

Ms. Kathryn L. Thomas
VP-Regulatory and Public Policy
Advanced TelCom Group, Inc.
110 Stony Point Rd., Second Floor
Santa Rosa, CA 95401

Dear Ms. Thomas:

GTE has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Advanced TelCom Group, Inc. (ATG) wishes to adopt the terms of the Interconnection and Unbundled Network Element arrangements contained in the arbitrated Interconnection, Resale and Unbundling Agreement between Electric Lightwave, Inc. (ELI) and GTE Northwest Inc. (GTE) that was approved by the Commission as an effective agreement in the State of Washington in Docket No. UT-980370 (Interconnection and UNE Terms)¹. Attached is a copy of those Interconnection and UNE Terms. Please note the following with respect to your adoption of the Interconnection and UNE Terms.

1. By your countersignature on this letter, you hereby represent and commit to the following three points:
 - (A) ATG adopts the Interconnection and UNE Terms of the ELI arbitrated agreement for interconnection with GTE and in applying the Interconnection and UNE Terms, agrees that ATG shall be substituted in place of ELI in the Interconnection and UNE Terms wherever appropriate.
 - (B) ATG requests that notice to ATG as may be required under the Interconnection and UNE Terms shall be provided as follows:

To : Advanced TelCom Group, Inc.
Attention: Ms. Kathryn L. Thomas
110 Stony Point Rd., Second Floor
Santa Rosa, CA 95401
Telephone number: 707-284-5284
FAX number: 707-284-5486

¹ These "agreements" are not agreements in the generally accepted understanding of that term. GTE was required to accept these agreements, which were required to reflect then-effective FCC rules and other applicable law.

- (C) ATG represents and warrants that it is a certified provider of local telecommunications service in the State of Washington, and that its adoption of the Interconnection and UNE Terms will cover services in the State of Washington only.
2. ATG's adoption of the ELI arbitrated Interconnection and UNE Terms shall become effective upon GTE's filing of this letter with the Washington Utilities and Transportation Commission and remain in effect no longer than the date the ELI arbitrated Interconnection and UNE Terms are terminated. The ELI arbitrated agreement is currently scheduled to expire on May 12, 2001.
 3. As the Interconnection and UNE Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Interconnection and UNE Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Interconnection and UNE Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of the Interconnection and UNE Terms or a portion thereof, nor does it constitute a waiver by GTE of all rights and remedies it may have to seek review of the Interconnection and UNE Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. UT-980370, or to seek review in any way of any provisions included in these Interconnection and UNE Terms as a result of ATG's 252(i) election.
 4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Certain provisions of the Interconnection and UNE Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by either GTE or ATG that any contractual provision required by the Commission in Docket No. UT-980370 (the ELI arbitration) or any provision in the Interconnection and UNE Terms complies with the rights and duties imposed by the Act, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and ATG expressly reserve their full right to assert and pursue claims arising from or related to the Interconnection and UNE Terms.
 5. GTE reserves the right to deny ATG's adoption and/or application of the Interconnection and UNE Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Interconnection and UNE Terms to ATG are greater than the costs of providing it to ELI;

- (b) if the provision of the Interconnection and UNE Terms to ATG is not technically feasible; and/or
 - (c) to the extent ATG already has an existing interconnection agreement (or existing 252(i) adoption) with GTE and the Interconnection and UNE Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
6. The provisions of the Interconnection and UNE Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation are not available for adoption. As noted above, pursuant to Rule 809, the FCC gave ILECs the ability to deny 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within this exception. GTE never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have required reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based.
7. Should ATG attempt to apply the Interconnection and UNE Terms in a manner that conflicts with paragraphs 3-6 above, GTE reserves its rights to seek appropriate legal and/or equitable relief.

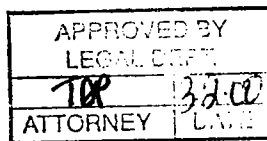
Please sign this letter on the space provided below and return it to the undersigned.

Sincerely,

GTE Northwest Incorporated



Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



Reviewed and countersigned as to points A, B, and C of paragraph 1:

Advanced TelCom Group, Incorporated

(SIGNATURE)

INTERCONNECTION AND UNBUNDLING AGREEMENT

BETWEEN

GTE NORTHWEST INCORPORATED

AND

ADVANCED TELCOM GROUP, INC.

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This Interconnection and Unbundling Agreement (the "Agreement"), is by and between GTE Northwest Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Advanced TelCom Group, Inc. in its capacity as a certified provider of local exchange service ("ATG"), with its address for this Agreement at 110 Stony Point Road, Second Floor, Santa Rosa, California 95401 (GTE and ATG being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Washington only (the "State").

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

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

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

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

WHEREAS, GTE is entering, under protest, into certain aspects of this Agreement that incorporate adverse results from (i) the AT&T/GTE arbitration, Case No. UT-960307 approved by the Commission in this State and is doing so in order to avoid the expense of arbitration, and (ii) arbitrated issues in the ATG/GTE arbitration, Case No. UT-980370, and is doing so by Order of the Washington Utilities and Transportation Commission, while at the same time preserving its legal positions, rights and remedies;

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

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective networks and access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by ATG of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of ATG in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Washington Utilities and Transportation Commission for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. ATG agrees to negotiate nondiscriminatory terms and conditions for the provision of services and facilities to GTE. GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

The services and facilities to be provided to ATG by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other final judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. GTE will provide notification to ATG before such a tariff becomes effective, and ATG may provide input on such proposed tariff. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

ARTICLE II DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
 - 1.1. **"Access Service Request" ("ASR")** means an industry standard form used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.
 - 1.2. **"Act"** means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
 - 1.3. **"Affiliate"** of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.4. **"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
 - 1.5. **"Applicable Law"** shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
 - 1.6. **"Automatic Location Identification/Data Management System" ("ALI/DMS")** means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call.

- 1.7. **"Automatic Number Identification"** ("ANI") refers to the number transmitted through the network identifying the calling party.
- 1.8. **"Bill-and-Keep Arrangement"** means a compensation arrangement whereby the Parties do not render bills to each other for certain forms of interim local number portability or, under certain circumstances, the termination of local traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.9. **"Bona Fide Request"** ("BFR") process is intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.10. **"Business Day"** shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.11. **"Central Office Switch"** means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.12. **"Centralized Message Distribution System"** ("CMDS") means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.13. **"CLLI codes"** means Common Language Location Identifier Codes.
- 1.14. **"Commercial Mobile Radio Services"** ("CMRS") means a radio communication service provided pursuant to 47 U.S.C. § 332(d)(1), as interpreted by the FCC and the federal courts.
- 1.15. **"Commission"** means the Oregon Public Utilities Commission.
- 1.16. **"Common Channel Signaling"** ("CCS") means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

- 1.17. **"Competitive Local Exchange Carrier" ("CLEC")** means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.18. **"Conduit"** has the meaning as set forth in Article X and Appendix K of this Agreement.
- 1.19. **"Customer"** may mean GTE or ATG depending on the context and which Party is receiving the service from the other Party.
- 1.20. **"Currently Available"** means existing as part of GTE's network at the time of the requested order or service and does not include any service, feature, function, or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.21. **"Customer Usage Data"** means that the local telecommunications services usage data of an ATG customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.22. **"Dedicated Transport"** means an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Service Wire Centers ("SWCs"). Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport ("IDT")) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport ("CDT")). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.
- 1.23. **"DS-1"** is a digital signal rate of 1.544 Mbps or a service carried at that rate.
- 1.24. **"DS-3"** is a digital signal rate of 44.736 Mbps or a service carried at that rate.
- 1.25. **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.26. **"EMR"** means the Exchanged Message Record which is an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.27. **"Enhanced 911 Service" ("E-911 Service")** is a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-911 service includes the forwarding of the caller's Automatic Number Identification ("ANI") to the PSAP where the ANI is used to retrieve

and display the Automatic Location Identification ("ALI") on a terminal screen at the answering Attendant's position, and usually includes selective routing.

- 1.28. **"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.29. **"Expanded Interconnection Service" ("EIS")** has the same meaning as that term is used in the FCC's First Report and Order in CC Docket No. 96-98, and means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave and other forms of collocation and interconnection with fixed wireless facilities is available on a case-by-case basis where feasible.
- 1.30. **"Facility"** means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.
- 1.31. **"FCC"** means the Federal Communications Commission.
- 1.32. **"GTOC"** means GTE Telephone Operating Company.
- 1.33. **"Guide"** means the GTE Open Market Transition Order/Processing Guide/CLEC Customer Guide, which contains GTE's operating procedures for preordering, ordering, provisioning, trouble reporting and repair for resold services and Unbundled Network Elements and GTE's CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE's Switched Network with the networks of all certified CLECs for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement or as required by the Act, applicable FCC orders, or State law, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed.
- 1.34. **"Hazardous Chemical"** means as defined in the U.S. Occupational Safety and Health ("OSHA") hazard communication standard (29 CFR § 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.35. **"Hazardous Waste"** means as described in Resource Conservation and Recovery Act ("RCRA"), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when

improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

- 1.36. **"Imminent Danger"** means as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.37. **"Incumbent Local Exchange Carrier" ("ILEC")** means any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. § 69.601(b) of the FCC's regulations.
- 1.38. **"Interim Number Portability" ("INP")** means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint, through the use of existing and available call routing, forwarding, and addressing capabilities until the implementation of permanent or long-term local number portability.
- 1.39. **"Interconnection Facility"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.
- 1.40. **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.41. **"Interexchange Carrier" ("IXC")** means a telecommunications service provider authorized by the FCC to provide interstate and/or international long distance communications services between LATAs and/or authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.42. **"ISDN User Part" ("ISUP")** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.43. **"LATA"** means Local Access and Transport Area. A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.
- 1.44. **"Line Information Data Base" ("LIDB")** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line

number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

- 1.45. **"Line Side"** refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a NID. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and a NID.
- 1.46. **"Local Exchange Carrier" ("LEC")** means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.47. **"Local Exchange Routing Guide" ("LERG")** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.48. **"Local Number Portability" ("LNP")** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one LEC to another.
- 1.49. **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS." Local Traffic excludes Enhanced Service Provider (ESP) traffic (e.g., Internet, 900-976, etc.) and Internet Protocol based voice or fax telephony. For purposes of this Agreement, Internet traffic is subject to reciprocal compensation, rates and terms, pending adoption of a replacement rate pursuant to a federal rule establishing an appropriate interstate compensation mechanism, if appropriate.
- 1.50. **"Main Distribution Frame" ("MDF")** means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.51. **"Meet-Point Billing" ("MPB")** refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

- 1.52. **"MECAB"** refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.53. **"MECOD"** refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.54. **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.
- 1.55. **"NANP"** means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, Guam, the Northern Mariana Islands, and the Caribbean countries that employ NPA 809.
- 1.56. **"Network Interface Device" ("NID")** means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1.57. **"Numbering Plan Area" ("NPA")** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.58. **"NXX," "NXX Code," "Central Office Code," or "CO Code"** is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

- 1.59. **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.60. **"Owner and Operator"** means as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.61. **"Pole Attachment"** has the meaning as set forth in Article X and Appendix J of this Agreement.
- 1.62. **"Provider"** may mean GTE or ATG depending on the context and which Party is providing the service to the other Party.
- 1.63. **"Public Safety Answering Point" ("PSAP")** means an answering location for E911/911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.64. **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal ("V&H") coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.65. **"Right-of-way" ("ROW")** means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.66. **"Routing Point"** denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the

LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

- 1.67. **"Service Control Point" ("SCP")** is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.68. **"Service Switching Point" ("SSP")** means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.69. **"Shared Transport"** means the physical interoffice facility, not dedicated to any one customer, that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (GTE end user or ATG end user when ATG has purchased unbundled switching), and are referred to as "shared transport facilities."
- 1.70. **"Signaling Point" ("SP")** means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.71. **"Signaling System 7" ("SS7")** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.72. **"Signal Transfer Point" ("STP")** means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.73. **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.74. **"Synchronous Optical Network" ("SONET")** means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.

- 1.75. **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.76. **"Telecommunications Services"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.77. **"Third Party Contamination"** means environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting a facility.
- 1.78. **"Trunk Side"** refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.79. **"Unbundled Network Elements" ("UNEs")** generally means a facility or equipment used in the provision of a Telecommunications Service. Specific references to UNEs contained throughout this Agreement shall be to the network elements that are to be unbundled pursuant to Article VII of this Agreement. Such UNEs shall include the features, functions, and capabilities that are provided by means of such facility or equipment, including, where applicable, subscriber numbers, databases, signalling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.
- 1.80. **"Undefined Terms"** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.81. **"Vertical Features" (including "CLASS Features")** means vertical services and switch functionalities provided by GTE, including but not necessarily limited to: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

1.82. **"Wire Center"** means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

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

2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date established pursuant to section 33 of this Article III and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.

 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue if a Party requests negotiations for a new agreement until this Agreement has been replaced by a new agreement, or, in the event that either Party initiates and pursues in good faith the negotiation of a new agreement on or before 90 days prior to the end of the then current term, for 180 calendar days following the end of the then-current term (as may be extended under subsection 2.1 above), whichever occurs first. If a new agreement is not effective within 180 calendar days following the end of the then-current term (as may be extended under subsection 2.1 above), the existing service arrangements may continue without interruption under (a) a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.

 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default

and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

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

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

- 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 2.5 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

6. Responsibility for Payment. All charges for Services provided under this Agreement will be billed to Customer, including all applicable taxes and surcharges.. Customer is responsible for payment of charges billed regardless of any billing arrangements or situation between Customer and its end user customer.

7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, ATG and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement. Such exchange will be in conformance with MECAB and MECOD guidelines to the extent that the Parties adhere to those guidelines as part of the billing practices used in their normal course of business. If the Parties are unable to fully exchange the necessary information because a Party's billing practices do not conform with MECAB or MECOD guidelines, the Parties will negotiate a mutually acceptable alternative means of exchanging the information.
 - 7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues on an informal basis and, if such efforts are unsuccessful, either Party may seek to resolve the dispute through the dispute resolution procedures in Section 14 of this Article. The billed Party may withhold payment of disputed funds billed by Provider. The funds, plus accumulated interest, shall be dispersed to the proper Party or Parties upon resolution of the dispute.

 - 7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

 - 7.3 Due Date. Payment is due 30 calendar days from the bill date.

 - 7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole

cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
9. Capacity Planning and Forecasting. Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to Local Services, including Features, Network Elements, INP, Interconnection Services, Collocation, Poles, Conduits and Rights of Way (ROW). Such responsibilities shall include but are not limited to the following:
 - (a) The Parties will establish periodic reviews of network and technology plans and will make best efforts to notify one another at least six (6) months in advance of changes that would impact either Party's provision of services.
 - (b) ATG will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
 - (c) The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
 - (d) ATG shall notify GTE promptly of changes to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.
10. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
11. Confidential Information.
 - 11.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for Services or network elements placed by ATG pursuant to this Agreement, and information that would constitute customer proprietary network information of ATG end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to ATG end users, whether disclosed by ATG to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, ATG information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of ATG for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the Party that disclosed the Confidential Information ("Source");
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the Source;
- (e) To return promptly any copies of such Confidential Information to the Source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

11.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the Source, was received in good faith from a Third Party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information

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

- 11.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
12. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
13. Cooperation on Fraud Minimization. Each Party assumes responsibility for all fraud associated with its end user customers and accounts. Neither Party shall have responsibility for, or be required to investigate or make adjustments to the other Party's account in cases of fraud. The Parties agree that they shall cooperate with one another to resolve cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
14. Dispute Resolution.
- 14.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their preferred remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach; provided, however, that in the event the negotiations referenced in Section 14.2 below do not resolve the dispute within sixty (60) Business Days (or five (5) Business Days as provided in Section 14.4) of the initial written request, either Party may elect, before filing a claim or response in arbitration (as the case may be) to submit an otherwise arbitrable dispute to the Commission, the FCC, or a court of appropriate jurisdiction.
- 14.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business

representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 14.3 Arbitration. Subject to Section 14.1 above, if the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 14.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration or other legal recourse as provided in Section 14.1 shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration

shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

- 14.5 Costs. Each Party shall bear its own costs of these procedures, including the costs of responding to reasonable discovery. If the arbitrator finds that a Party's discovery requests require the responding Party to undertake unreasonable or unnecessarily burdensome efforts or expense, the Party seeking discovery shall reimburse the responding Party the costs of production of documents in response to such requests (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 14.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.
15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor through no fault of the Party responsible for obtaining that equipment, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove

such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned. In addition, each Party shall be responsible for labor relations with its own employees. As soon as practicable, a Party experiencing labor difficulties with its employees that either directly or indirectly are delaying or otherwise interfering with that Party's timely performance under this Agreement shall notify the other Party and shall minimize impairment of service to the other Party at least to the same extent that the Party minimizes impairment of service to its own end-user customers, affiliates, and other carriers.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside.
20. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard approaches and/or establishing its own standard approaches to various requirements hereunder applicable to CLEC industry which may be added in the Guide. ATG agrees that GTE may implement such approaches to satisfy any GTE obligations under this Agreement, to the extent that these approaches are otherwise consistent with this Agreement and the nondiscrimination requirements of the Act. GTE will provide advanced notification to ATG of any material changes in procedures contained in the Guide. Notification may be accomplished via standard industry notification processes, GTE's internet site, or other appropriate means. ATG may request to be included on a standard electronic mail distribution list to be alerted to any changes identified on GTE's internet site.
21. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
22. Independent Contractor Relationship. The persons who implement this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees or contractors of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and

state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

23. Law Enforcement Interface.

23.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by ATG.

23.2 GTE agrees to work jointly with ATG in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for ATG Customers will be billed to ATG.

23.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is an ATG Customer and shall refer them to ATG.

24. Liability and Indemnity.

24.1 Indemnification. Subject to the limitations set forth in Section 24.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the

indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 24.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any Third Party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.
- 24.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 24.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges for the Services, Unbundled Network Elements or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities

described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

- 24.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any Third Party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Third Party.
25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
26. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
27. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
28. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, internet or electronic messaging system, which shall be effective if sent before 5:00 p.m., recipient's local time, on that day, or if sent after 5:00 p.m., recipient's local time, it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

GTE Northwest Incorporated
Attention: Assistant Vice President/Associate General Counsel
Service Corporation

600 Hidden Ridge, HQEWMNOTICES
Irving, Texas 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3404

And

GTE Northwest Incorporated
Attention: Director-Wholesale Contract Compliance
Network Services
600 Hidden Ridge – HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-5988
Facsimile number: 972/718-1519

If to ATG:

Advanced TelCom Group, Inc.
Attention: Kathryn L. Thomas
VP – Regulatory & Public Policy
110 Stony Point Road, Second Floor
Santa Rosa, CA 95401
Telephone number: 707/284-5284
Facsimile number: 707/284-5486
Internet ID: kthomas@atgi.net

29. Protection.

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

promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

30. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, Unbundled Network Elements or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement, for promotional or other commercial purposes shall be subject to prior written approval of both GTE and ATG.
31. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
32. Changes in Legal Requirements. GTE and ATG further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements that subsequently may be prescribed by final and effective action of any federal, state, or local governmental authority will be deemed to automatically supersede any terms and conditions of this Agreement. Notwithstanding this section, neither Party waives any rights it otherwise has to dispute any action taken or not taken by the other Party in reliance on this section 32.
33. Effective Date. This Agreement will be effective upon approval by the Commission in accordance with Section 252 of the Act. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be the date of such approval. Such date shall become the "effective date" of this Agreement for all purposes, except that ATG shall not submit LSR orders for resold services or unbundled network elements under the rates, terms, and conditions of this Agreement before the tenth business day after the effective date of the Agreement.
34. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
35. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
37. Service Standards.
- 37.1 The Parties hereby acknowledge the exchange of Performance Measures as described in Appendix 37A. The Performance Measures detail the areas of performance to be tracked and reported in accordance with the provision of services under the terms and conditions of this Agreement. The results of these Performance Measures shall be used to indicate the level of quality of service GTE provides to ATG. The service quality standards included in Appendix 37A reflect the standards that GTE currently makes available to all CLECs. By agreeing to include those standards in Appendix 37A, ATG does not agree that GTE's compliance with those standards necessarily satisfies GTE's obligations under the Act or state law, and ATG reserves the right to dispute whether the service quality GTE provides to ATG complies with the Act or state law, regardless of whether that service quality complies with the standards in Appendix 37A. GTE will make available to ATG, upon request to its GTE Account Manager, the CLEC Aggregate report and the monthly ATG Profile report with comparisons in performance compiled on a monthly, rolling three-month and year-to-date basis. The monthly ATG Profile report will provide ATG specific performance data.
- 37.2 Each Party may provide input to the Commission, the FCC, and various telecommunications industry forums defining or establishing national or state-specific standards for methods of quality measurement, reporting, and remedies. The Parties agree that the Performance Measures identified in Section 37.1 of this Article are provisional, subject to expansion by GTE and evolution within the industry. The Parties further agree that such Performance Measures are subject to further modification by final and binding orders, rules, and decisions of the Commission and/or FCC thereby defining or establishing national or state-specific standards for methods of quality measurement, reporting, and remedies.
- 37.3 Subsequent to GTE's adoption and system implementation of applicable industry, Commission, or FCC standards, measurements, reporting, and remedies, the Parties shall implement those new and/or modified requirements as they continue to evolve. In doing so, the Parties agree that the Performance Measures identified in Section 37.1 of this Article shall be replaced in their entirety.
- 37.4 The Parties shall notify each other of any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network

performance. Such notification, however, shall not relieve either Party of its obligations or responsibilities under this Agreement or applicable law.

38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of final and effective action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party. To the extent not inconsistent with this section 38, the Parties' existing service arrangements may continue without interruption under (a) a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.
39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
40. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by final and effective action of any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
41. Taxes. Any federal, state or local taxes (excluding any taxes levied on income), fee, surcharge, or other tax-like charge imposed, or sought to be imposed, on or with respect to the services provided under this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will

indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

- 41.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 41.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, universal service, Telecommunications Relay Service, and Commission surcharges.

42. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
43. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
44. Environmental Responsibility.
- 44.1 GTE and ATG agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund

Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970 ("EH&S Laws"). Each Party has the responsibility to notify the other if Compliance inspections occur and/or citations are issued that impact any aspect of this Agreement such as occurring on a LEC Facility or involving ATG potential employee exposure.

- 44.2 GTE and ATG shall provide notice of known and recognized physical hazards or hazardous chemicals that must include providing Material Safety Data Sheets (MSDSs) for materials existing on site or brought on site to the Facility. Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.
- 44.3 GTE will make available additional environmental control or safety procedures for ATG to review and follow when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of GTE for safety and environmental protection.
- 44.4 Any materials brought, used or remaining at the Facility by ATG are owned by ATG. ATG will indemnify GTE for these materials. No substantial new safety or environmental hazards can be created or new hazardous materials can be used at a GTE Facility. ATG must demonstrate adequate emergency response capabilities for its materials used or remaining at the GTE Facility.
- 44.5 If Third Party contamination is discovered at a GTE Facility, the Party uncovering the condition must notify the proper safety or environmental authorities, to the extent required under EH&S laws. ATG will consult with GTE prior to making the notification, unless the time required for prior consultation would preclude ATG from complying with the applicable reporting requirement. ATG must also notify GTE of Third Party contamination it discovers at GTE facilities.
- 44.6 ATG should obtain and use its own environmental permits, approvals, or identification numbers, to the extent such permits, approvals, or identification numbers are required under applicable EH&S Laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to ATG, then GTE's permit, approval, or identification number may be used, and ATG must comply with all of GTE's environmental practices/procedures relating to the activity in question, including use of environmental "best management

practices (BMP)" and/or selection of disposition vendors and disposal sites in accordance with GTE's selection criteria.

- 44.7 ATG visitors must comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 44.8 GTE and ATG shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, GTE and ATG must develop a cost sharing procedure.
- 44.9 Notwithstanding Section 23, with respect to environmental responsibility under this Section 44, GTE and ATG shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, Third Party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage, and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses proximately caused by the indemnifying Party's negligent or willful misconduct regardless of form, or in connection with the violation or alleged violation of any applicable requirement with respect to the presence or alleged presence of contamination arising out of the indemnifying party's acts or omissions concerning its operations at the Facility.
- 44.10 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).
45. TBD Prices. Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to ATG ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge ("NRC") for a specific network element, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by ATG to GTE, and any overpayment shall be refunded by

GTE to ATG, within 45 Business Days after the establishment of the price by the Commission.

46. Amendment of Certain Rates, Terms, and Conditions. The rates, terms, and conditions in this Agreement that are specified in Attachment 46A (the “AT&T Terms”) were taken from the GTE/ AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement) approved by the Commission in Case No. UT-960307. The rates, terms, and conditions not included in this Agreement but referenced in Attachment 46B (the “GTE Terms”) were excluded from the AT&T Agreement by the Commission in Case No. UT-960307. GTE and ATG agree that if the “AT&T Terms” are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the “AT&T Terms” or, as appropriate, the substitution of “GTE Terms” for all stayed and enjoined “AT&T Terms”, and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and ATG further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify or reinstate the FCC's First Report and Order, in whole or in part (“Action”). To the extent warranted by any such Action, the Parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 46. The Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such Action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the “AT&T Terms” are affected by such Action and they cannot be applied in a manner consistent with that Action, the “GTE Terms” shall apply. ATG acknowledges that GTE may seek to enforce such Action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the “GTE Terms” and the “AT&T Terms” are further subject to amendment to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to the “AT&T Terms” required as a result of any final Commission and/or court order resolving the appeal of, or other litigation over, the interconnection agreement from which the “AT&T Terms” are derived, shall be incorporated into this Agreement according to the terms of that final order, including any retroactive application of that amendment. The results of any future Commission or other

proceedings shall be incorporated into this Agreement according to the terms of the final Commission and/or court order resolving that proceeding, including any retroactive application of those results.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 46, this entire Agreement is void and will not become effective, and the Parties agree to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court). If this Agreement is voided by operation of this provision, the Parties agree to immediately begin negotiations for a new agreement, and to treat the date that this Agreement became void as the one hundredth (100th) calendar day from GTE's receipt of a renewed request for negotiations by ATG for negotiations under Section 252 of the Act.

ARTICLE IV
GENERAL RULES GOVERNING UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to unbundled network elements provided by GTE to ATG, when appropriate, unless otherwise specified in this Agreement. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "ATG" as defined in this Agreement.

2. Liability of GTE.
 - 2.1 Inapplicability of Tariff Liability. GTE's general liability, as described in the GTE Retail Tariff, does not extend to ATG's customers or any other Third Party. Liability of GTE to ATG resulting from any and all causes arising out of services, facilities, network elements or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to GTE. GTE shall be liable for the individual services, facilities or elements that it separately provides to ATG and shall not be liable for the integration of components combined by ATG.

 - 2.2 ATG Tariffs or Contracts. GTE shall not be liable to ATG's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by ATG of the possibility of such damages and ATG shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a Third Party beneficiary relationship with ATG's end users. To the extent practicable, ATG will include a provision in its tariffs, price lists, or contracts for services provided to end-users so limiting the liability of other LECs, like GTE, that provide underlying services, facilities, or network elements.

 - 2.3 No Liability for Errors. GTE is liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to ATG for any ongoing ATG service, sales, or repair inquiries only to the extent that GTE would be liable to its own end-user or other carrier customers under similar circumstances. With respect to mistakes or incorrect referrals for which GTE would not otherwise be liable, ATG shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever,

including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including ATG's end users or employees. For purposes of the indemnity provided in this Section 2.3, mistakes and incorrect referrals for which GTE would not otherwise be liable shall not include matters arising out of the willful misconduct of GTE or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures. If ATG submits an order for unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using unbundled elements, and the end user notifies GTE that the end user did not authorize ATG to provide local exchange services to the end user, ATG must provide GTE with confirmation in an industry-acceptable format of authorization from that end user within thirty (30) Business Days of notification by GTE. If ATG cannot provide such confirmation of authorization within such time frame, ATG must within three (3) Business Days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to ATG was made; and
- (b) provide any end user information and billing records ATG has obtained relating to the end user to the LEC previously serving the end user; and
- (c) notify the end user and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill ATG fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.

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

undisputed charges. If ATG and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either ATG or GTE may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if ATG owes payment it shall make such payment to GTE with any late payment charge under Article III, Section 7.2, from the original payment due date. If ATG owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. GTE may discontinue service to ATG upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to ATG or ATG's end users in the event of such disconnection.

5. Unlawful Use of Service. Services, facilities or unbundled elements provided by GTE pursuant to this Agreement shall not be used by ATG or its end users for any purpose in violation of law. ATG, and not GTE, shall be responsible to ensure that ATG and its end users' use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to ATG or may disconnect particular services, facilities or unbundled elements provided under this Agreement to ATG or, as appropriate, ATG's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to ATG, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of ATG and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.
6. Timing of Messages. Timing of messages applicable to GTE's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.
7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces to access operational support systems for many of these functions are described in Appendix H.
8. Letter of Authorization.

- 8.1 Customer Proprietary Network Information. GTE will not release the Customer Service Record ("CSR") containing Customer Proprietary Network Information ("CPNI") to ATG on GTE end user customer accounts unless ATG first provides to GTE a written Letter of Authorization ("LOA"), signed by the end user customer, authorizing the release of such information to ATG, or if state or federal law provides otherwise, in accordance with such law.
- 8.2 Order Processing. An LOA will be required before GTE will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than ATG. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and ATG.
9. Customer Contacts. Except as otherwise provided in this Agreement or as agreed to in a separate writing by ATG, ATG shall provide the exclusive interface with ATG's end user customers in connection with the marketing or offering of ATG services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with ATG's end users, such personnel shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to ATG end users shall bear no corporate name, logo, trademark or trade name other than ATG's. In no event shall GTE personnel acting on behalf of ATG pursuant to this Agreement provide information to ATG end users about GTE products or services.

ARTICLE V
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of interconnection services and facilities, meet point billing by GTE to ATG or by ATG to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and ATG. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

2. Billing and Rates.

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

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

2.3 Billing Specifications. The Parties agree that billing requirements and outputs will be consistent with the Bellcore Output Specifications ("BOS").

2.3.1 Usage Measurement. Usage measurement for calls shall begin when answer supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, including time released call disconnect.

2.3.2 Minutes of Use. Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the

billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

- 2.4 Billing Disputes. Disputes arising out of services and facilities provided pursuant to this Article shall be resolved according to the procedures established in Section 7.1 of Article III of this Agreement.

3. Transport and Termination of Traffic.

- 3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS, and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 of this Article. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 of this Article. Only traffic originated by and/or terminated to a Party's or the Parties' end user customer(s) is to be exchanged. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

- 3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic at the reciprocal rates established in Appendix C. For purposes of this Agreement, GTE shall compensate ATG at the tandem rate for terminating all Local Traffic GTE delivers to ATG for termination. ATG shall compensate GTE at the tandem rate for terminating Local Traffic ATG delivers to GTE at a GTE tandem, and at the end office rate for Local Traffic ATG delivers to GTE at a GTE end office. Charges for the transport and termination of non-Local Traffic, including optional EAS, intraLATA toll, and interexchange traffic, shall be in accordance with the Parties' respective intrastate or interstate access tariffs or price lists, as appropriate.
- 3.2.2 Bill-and-Keep. Either Party may request that a joint traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that neither Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic (referred to as "Traffic Balance"), the Parties shall use a Bill-and-Keep

Arrangement with respect to termination of Local Traffic only, which shall be implemented on the next billing cycle at least ten (10) business days following notification by either Party that Traffic Balance exists. Either Party may request a subsequent traffic study no more frequently than once every six months, and if such a study indicates, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation as described in Section 3.2.1 shall resume on the next billing cycle at least ten (10) business days following that notification. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to interconnection facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

- 3.3 Tandem and Transit Switching Traffic. GTE shall provide tandem switching for traffic between GTE end offices subtending its tandems ("tandem switching"), as well as for traffic between ATG's end users and any Third Party that is interconnected to GTE's tandems ("transit tandem switching"), and ATG shall provide switching between GTE's end users and any Third Party that is directly interconnected with ATG's switch(es) ("transit switching"), as follows:
- 3.3.1 The originating Party will compensate the tandem/transit switching Party for each minute of originated tandem/transit switched traffic that terminates to a Third Party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix C.
 - 3.3.2 The originating Party also assumes responsibility for compensation to the company that terminates the call.
 - 3.3.3 The Parties agree to enter into their own agreements with Third Parties. In the event that either Party sends traffic through the other Party's network to a Third Party with whom the originating Party does not have a traffic interexchange agreement, the originating Party agrees to indemnify the transiting Party for any termination charges rendered by the Third Party for such traffic.
- 3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic (including optional EAS) originating on each other's network at and after such time as ATG has agreed to

and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

- 3.5 IntraLATA Toll Compensation Plan. If ATG becomes an active participant in an existing industry intraLATA toll compensation plan, and GTE is also a participant in that plan, the Parties agree to use that compensation plan, instead of other processes that may be specified in this Article V, as the billing processes for switched access charges for intraLATA toll traffic. This includes intraLATA toll traffic exchanged between the Parties, as well as intraLATA toll traffic originated by one Party that transits the other Party's network to terminate to a third party. Until such time as the Parties have the capability to indentify, measure, and adjust billing records for this traffic when it is routed over a combined trunk group, the Parties agree to use a separate dedicated trunk group for this traffic.

4. Direct Network Interconnection.

- 4.1 Network Interconnection Architecture. ATG may interconnect with GTE at any of the Currently Available points required by the FCC or the Commission. ATG may request, and GTE shall consider, interconnection at additional points on an individual case basis. Interconnection will be as specified in the following subsections. The installation timeline may vary based on the configuration, but GTE will work with ATG in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Network interconnection and protocol must be based on industry standards developed consistent with the Act and applicable FCC or State requirements.

- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are appropriate to support the type of interconnection requested.

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

(b) A Virtual or Physical EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in Article IX of this Agreement and GTE's applicable tariffs.

(c) A Special Access arrangement and/or CLEC Dedicated Transport arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and Physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article IX, Section 1.3.

4.2 Compensation. Unless the Parties otherwise mutually agree, the Parties agree to the following compensation for interconnection facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities shall be negotiated by the Parties and updated quarterly in like manner or as the Parties otherwise agree. ATG will charge flat rated transport to GTE for ATG facilities used by GTE at the rates in ATG's tariff or price list, or as mutually agreed. ATG will apply charges based on the lesser of: (i) the airline mileage from the "IP" to the ATG switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. Charges for EIS cross-connect facilities used to connect ATG's collocated equipment with GTE's switch will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ATG will charge GTE flat rated transport at the rates in ATG's tariff or price list, or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ATG will apply charges based on the lesser of: (i) the airline mileage from the "IP" to the ATG switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 Special Access and/or CLEC Dedicated Transport: GTE will charge special access and/or switched access rates from the applicable GTE

intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

- 4.3.1 The Parties shall establish and maintain trunks over which each Party shall terminate to its end users the Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated by the end users of the other Party.
- 4.3.2 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of local traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.3 ATG and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. ATG and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. The Parties shall establish and maintain separate trunk groups for the following: (1) to originate and terminate interLATA calls when either Party is acting as an IXC and ordering switched access service from the other Party; (2) to provide joint Switched Access Service to IXCs; and (3) for other types of traffic as the Parties mutually agree. To the extent ATG desires to have any IXC originate or terminate traffic to ATG using jointly provided switched access facilities routed through a GTE tandem, it is the responsibility of ATG to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and ATG. If the IXC subsequently indicates that it does not want the traffic routed to or from ATG, GTE will not route the traffic to or from ATG.

- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's tandem or switch performing a tandem function for those publicly-dialable NXX Codes served by end offices that directly subtend the tandem or switch or to those LECs or wireless service providers that directly subtend the tandem or switch.
- 4.3.3.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks. Neither Party shall route local traffic over Switched Access Service trunks, except, and only to the extent necessary, to remedy, avoid, or relieve significant traffic blockage occurring on the proper jurisdictional trunk group.
- 4.3.4 ATG and GTE will reciprocally provide Percent Local Usage ("PLU") factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The Parties agree to the initial PLU factor as set forth in Appendix C.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered and maintained to an objective P.01 grade of service.
- 4.3.6 ATG and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 Signaling System 7 ("SS7") Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling ("MF") will be used as specified.

- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.
- 4.3.10 Orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an Access Service Request ("ASR"), or another industry standard eventually adopted to replace the ASR for local service ordering as referenced in Appendix H.
- 4.3.11 The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between ATG and a GTE end office.
- 4.4 Network Redesigns Initiated by GTE. GTE will not charge ATG when GTE initiates its own network redesigns/reconfigurations, but GTE shall make best efforts to notify ATG of any GTE network redesigns/reconfigurations that will affect ATG's facilities sufficiently in advance to enable ATG to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their end users.
- 4.5 Calling Scopes for Tandem and End Office Interconnection.
- 4.5.1 GTE Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE tandem to which the connection is made except as provided for in Section 3.3 of this Article.
- 4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office to which the connection is made and its remotes.
- 4.6 Trunk Forecasting.
- 4.6.1 The Parties will work towards the development of joint forecasting of trunk groups. GTE shall share with ATG the applicable information necessary to facilitate the Parties' joint planning and forecasting efforts. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

- (1) yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and
 - (2) the use of (i) CLCI™-MSG codes, which are described in Bellcore document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 4.6.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.6.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.6.3 GTE and ATG will work together to begin providing these forecasts within thirty (30) days after the effective date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either Party.
- 4.6.4 The Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.
- 4.7 Trunk Facility Underutilization. At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on an objective P.01 grade of service or the Joint Interconnection Grooming Plan referenced in Section 4.3.6 above. Likewise, from time to time trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. The Party with excess trunking capacity will assess the trunk capacity based on forecasted requirements for the next 12 months. If after 12 months the trunk group continues to have excess capacity, the Party agrees to take steps to disconnect all excess capacity.
5. Indirect Network Interconnection. The Parties agree to use their best efforts to establish direct interconnections for the exchange of traffic and to use indirect interconnection only if traffic volumes do not justify direct connection and both Parties subtend another LEC's tandem. Until such time as compensation arrangements have been established in accordance with Sections 3.1 and 3.4 of this Article or the Parties mutually agree otherwise, ATG shall not deliver traffic destined to terminate at a GTE end office via another LEC's end office, and ATG shall not deliver traffic destined to terminate at an

end office subtending a GTE tandem via another LEC's access tandem or switch, nor shall GTE deliver traffic destined to terminate at ATG's switch via another LEC's access tandem or switch.

6. Number Resources.

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

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

6.2 Rate Centers. For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their respective toll rates to their end user customers, ATG shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LECs and shall assign whole NPA-NXX codes to each Rate Center. This adoption is for the sole purpose of compensation between the Parties and shall not limit ATG's ability to define local calling areas for its end user customers.

6.3 Routing Points. ATG will also designate a Routing Point for each assigned NXX code. ATG may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively ATG may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by ATG within an existing GTE exchange area and LATA.

6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan

Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a nondiscriminatory and competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect ATG proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 11 of this Agreement.

6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability.

7.1 General. The Parties shall develop and deploy number portability in accordance with the Act and all applicable FCC, State, and Commission requirements and industry standards. Upon implementation of permanent local number portability ("LNP"), the Parties shall transition all interim local number portability ("INP") customers and their services to LNP methods within a mutually agreeable time frame and discontinue further use of interim methods of number portability.

7.2 Interim Number Portability. Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end user customers to change service-providing Parties within the same wire center without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF"). Either Party may request another form of INP on an individual case basis and subject to terms and conditions negotiated between the Parties.

7.3 Remote Call Forwarding. Until permanent number portability is implemented, the Parties agree to provide service provider number portability using RCF to each other on a Bill-and-Keep basis. Neither Party shall bill the other for nonrecurring or recurring charges for ported numbers, and Provider shall retain all access charge revenues for interexchange calls terminated to ported numbers. After permanent number portability is implemented, the Parties agree to renegotiate compensation for number portability, if necessary, in accordance with the FCC's permanent number portability requirements. Subject to the technical capabilities of each switch type, the Party ordering RCF may order a reasonable

number of additional talk paths associated with the ported number as necessary to provide for existing service levels and projected growth.

8. Meet-Point Billing for Switched Access Service.

8.1 Meet-Point Arrangements.

- 8.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a GTE tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified in this Article and Section 7 of Article III.
- 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable ATG to sub-tend the GTE access tandem(s) nearest to the ATG Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, ATG shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 8.1.5 ATG and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the MECAB document or other applicable requirements, ATG and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by ATG and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

8.1.7 ATG and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Access Compensation.

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by ATG and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.

8.2.2 Subsequently, ATG and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by ATG and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

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

9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information,

originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

- 9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 9.4 Connection Through STP. ATG must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section and Appendix I attached hereto, take place only through appropriate STP pairs. ATG may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the Third Party to act on behalf of ATG in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.
- 9.5 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.
10. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to the Services that the Party provides to itself, its Affiliates or any other entity. "Equal in quality" shall mean that the Service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same Service at the same location under the same terms and conditions.
11. Network Outages. GTE shall work with ATG to establish reciprocal responsibilities for managing network outages and reporting. Each Party shall be responsible for network outage on its network. Each Party shall be responsible for notifying the other Party of significant outages which could impact or degrade the other Party's equipment or services.

ARTICLE VI
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ARTICLE VII
UNBUNDLED NETWORK ELEMENTS

1. General. The purpose of this Article VII is to define the unbundled network elements that may be leased by ATG from GTE. Unless otherwise specified in this Agreement and to the extent not inconsistent with this Agreement, the Act, or state or federal law, provisioning of unbundled network arrangements will be governed with the GTE Customer Guide for CLEC Establishment of Services -- Resale and Unbundling (the "Guide"). Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix H.

2. Unbundled Network Elements.
 - 2.1 Categories. There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
 - (a) Network Interface Device or NID
 - (b) Loop Elements
 - (c) Port and Local Switching Elements
 - (d) Transport Elements
 - (e) Signaling Elements

 - 2.2 Prices. The recurring and nonrecurring rates GTE shall charge ATG for individual unbundled network elements are set forth in Appendix F attached to, and made a part of, this Agreement, or in the appropriate GTE tariff as referenced in this Article.
 - 2.2.1 Compensation for Exchange of Traffic Using Unbundled Network Elements. Compensation arrangements between GTE and ATG exchanging traffic when ATG uses GTE provided unbundled network elements, *i.e.*, port, local switching, and shared transport, shall be as provided in Appendix L. The Parties have not negotiated terms and conditions for Appendix L. At such time as ATG desires to obtain unbundled ports, local switching, and transport from GTE, the Parties agree to negotiate the terms and conditions of Appendix L and to amend this Agreement accordingly. ATG shall not obtain unbundled ports, local switching and shared transport from GTE until such amendment becomes effective.

- 2.3 Interconnection to Unbundled Elements. ATG may lease and interconnect to any of these unbundled network elements, and subject to technical feasibility, may combine these unbundled elements with each other, with other GTE services and facilities, and/or with any facilities or services that ATG may itself provide subject to the provisions of this Article.
- 2.3.1 Connection of ATG facilities to unbundled elements shall be achieved via physical collocation arrangements ATG shall maintain at the wire center at which the unbundled services are resident. When physical collocation cannot be accommodated at the wire center where the unbundled elements are resident, alternative arrangements shall be negotiated between GTE and ATG. Such arrangements may include virtual collocation. All reasonable incremental costs associated with the alternative arrangements shall be borne by ATG.
- 2.3.2 GTE shall connect unbundled network elements to ATG's facilities at a collocation arrangement via an EIS cross connect element ("EISCC") as provided in GTE's federal collocation tariff. As part of the EISCC, GTE will provide a designated terminal block, or equivalent termination point, and terminate ATG's collocation cable facilities on the designated terminal block. The EISCC also provides for the cross connection to connect the unbundled network element to ATG's cable facilities on the designated terminal block. GTE has no obligation to combine any unbundled network elements for ATG; Provided, however, that to the extent that GTE may be specifically required to combine unbundled network elements and/or provide unbundled network elements in existing combinations pursuant to a final and effective decision that is binding on GTE, GTE will negotiate with ATG regarding the provisioning of such elements in accordance with that decision. Once GTE's unbundled network elements have been connected to ATG's facilities, as described in this Agreement, ATG is not precluded from combining the unbundled elements using its own facilities, except that ATG may not combine unbundled GTE network elements to provide solely interexchange service or solely access service to an interexchange carrier.
- 2.4 Service Quality. To the degree reasonably possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled network elements. GTE shall provide unbundled network elements to ATG that are equal in quality and performance standards to the same unbundled network elements GTE provides to its affiliates and other carriers. Except as required by the express terms of this Agreement and

by federal or State law, GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from ATG's specific use of or modification to any unbundled network element.

2.5 Nondiscrimination Provision and Support. GTE shall provide unbundled network elements in as timely a manner as the volume of requests reasonably allows and consistent with the service provisioning terms and conditions in this Agreement and state or federal requirements. GTE shall provision unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as GTE provides to itself, its affiliates and other carriers to whom GTE provides unbundled network elements.

3. Network Interface Device.

3.1 Direct Connection. ATG must terminate any unbundled loop leased from GTE to a GTE Network Interface Device ("NID"), and GTE shall provide the NID in its existing combination with the unbundled loop. ATG shall be permitted to connect its own loop directly to GTE's NID as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, ATG shall follow the procedures in Sections 3.1.1 and 3.1.2 below.

3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, ATG must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. ATG shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.

3.1.2 At multi-tenant customer locations, ATG must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If ATG cannot gain access to the cable termination block, ATG must make a clean cut at the closest point to the cable termination block. At ATG's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. ATG will compensate GTE for locating the cable pair to be removed at the nonrecurring Loop Facility Charge specified in Appendix F.

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

- 3.2 NID to NID Connection. ATG may install its own NID and effect a NID to NID connection between its NID and the GTE NID to gain access to the end user's inside wiring.
- 3.2.1 If ATG provides its own loop facilities, it may elect to move all inside wire terminated on a GTE NID to an ATG NID. In this instance, a NID to NID connection will not be required. ATG, or the end user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.
- 3.3 Removal of Cable Pairs. Removal of existing cable pairs required for ATG to terminate service is the responsibility of ATG.
- 3.4 Maintenance. When ATG provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. ATG can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at ATG's option, ATG can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.
- 3.5 Collocation Requirement. When ATG purchases a GTE NID as a stand-alone unbundled element, the collocation arrangement described in Section 2.3.1 of this Article is not required.
4. Loop Elements.
- 4.1 Service Description. A "loop" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.
- 4.2 Categories of Loops. GTE shall provide the following general categories of loops according to their technical configuration and capabilities:
- 4.2.1 "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the

other direction (toward the end user). This loop is commonly used for local dial tone service. Rates are as reflected in Appendix F, including non-recurring charges.

- 4.2.2 "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.3 "2-wire digital" loops will support industry standard specifications for digital transmission. Special provisioning (removal of bridge taps and/or load coils) may be required to conform to these industry standards. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.4 "4-wire digital" loops will support industry standard specifications for digital transmission. Special provisioning (removal of bridge taps and/or load coils) may be required to conform to these industry standards. Rates are as reflected in Appendix F, including non-recurring charges.
- 4.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include span line repeaters where required, office terminating repeaters, and DSX cross connects. Prices and specifications for DS-1 grade loops are the prices set forth in the appropriate GTE special access tariff.
- 4.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Prices and specifications for DS-3 grade loops are the prices set forth in the appropriate GTE special access tariff.

4.3 Conditioned Loops.

- 4.3.1 ATG may also require that analog loops ordered above be conditioned in order for them to provide the end-user service. Examples of this type of conditioning are: Type C, Type DA, Improved C, etc. The price for such conditioned loops shall be the applicable charge as provided in the appropriate GTE intrastate special access tariff.
- 4.3.2 Digital loops ordered above shall be provisioned to meet industry standard service levels for generally available digital services, such as ISDN or

xDSL, without the requirement for ordering additional conditioning. ATG must indicate on the order, via industry standard ordering codes, the service capability requested. Additional charges may apply for services such as deloading the cable pair or providing midspan repeaters.

4.4 Loop Testing.

4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. ATG will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by ATG.

4.4.2 All loop facilities furnished by GTE on the premises of ATG's end users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the loop facility, to remove such facility.

4.4.3 If ATG leases digital loops to transmit specified digital signals, GTE will test the loop and provide recorded test results to ATG as a part of provisioning that loop. If loop tests are conducted in maintenance and repair cases, GTE will provide any recorded readings to ATG at the time the trouble ticket is closed in the same manner as GTE provides to itself and its end users, affiliates, and carriers to whom GTE provides loops.

4.5 Pair Gain Technologies. GTE cannot provide an unbundled loop that currently is being provisioned using integrated digital loop carrier ("IDLC")¹ technology or analog carrier technology. Where GTE utilizes other types of pair gain technology to provision the loop element, GTE may be able to provide an unbundled loop, depending on the technology involved, but the capabilities of the loop may be limited. If ATG orders an unbundled loop to a location that is normally served by pair gain technology and GTE cannot meet the requirements of the ordered loop using the pair gain technology, GTE will use alternate facilities, if available, to provision the loop. If alternate facilities are not available, GTE will advise ATG that facilities are not available to provision the

¹ See Bellcore TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

loop. GTE will not construct additional facilities at GTE's expense to provide the loop for ATG, but ATG may use the bona fide request process in Article VIII of this Agreement to request that GTE construct additional facilities at ATG's expense.

4.5.1 GTE will work with ATG to develop a joint planning process to allow ATG to assess the impact of GTE's use of pair gain technology in marketing ATG services that are dependent on unbundled loops provided by GTE. Such a process will provide general information as to the type and relative use of pair gain technology in a market, as well as the capability to determine on a customer specific/route specific basis if pair gain technology is used to provision the loop.

4.5.2 GTE will permit ATG to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements ATG maintains at a GTE wire center for the purpose of interconnecting to unbundled loop elements.

4.6 Unbundled Loop Facility Certification.

4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled analog voice grade loops leased from GTE, ATG shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if ATG deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described above, GTE will so inform ATG and ATG shall not be permitted to deploy such service enhancing copper cable technologies. GTE, however, will work with ATG to provide alternate facilities that will enable ATG to deploy ATG's proposed service enhancing copper cable technology. GTE will charge ATG the applicable engineering time and labor costs to perform the certification.

4.6.2 If ATG fails to notify GTE of its plans to deploy service enhancing copper cable technology over unbundled analog voice grade loops and obtain prior certification from GTE of the facilities, if ATG's deployment of such technology is determined to have caused interference with existing or planned copper cable loop transport technologies deployed by GTE in the

same cable sheath, ATG will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all reasonably incurred expense related to this interference.

4.6.3 If ATG orders digital loops as specified above and provides the industry standard codes on the order indicating the type of service to be deployed on the loop, no notification is required. GTE will determine if compatibility issues exist and, if facilities are available, will provide a loop capable of meeting the requested service capabilities.

4.7 Compatibility. Provided ATG has notified GTE, pursuant to section 4.6 above, of the service enhancing copper cable technology deployed on an unbundled loop, GTE will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with ATG's technology.

4.8 Subloops.

4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a Bona Fide Request ("BFR").

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

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

4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 of this Article.

4.9 Loop Identification. At a multi-tenant location, GTE will identify the cable pair, at the cable termination block or at the distribution block (NID), used to provide the unbundled loop. If the cable pair is not properly marked, GTE will take the necessary steps to identify the cable pair at no additional charge to ATG.

5. Port and Local Switching Elements.

- 5.1 Port. A "port" provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.
- 5.2 Ports Available as Unbundled Network Elements. There are four types of ports available as unbundled network elements;
- 5.2.1 "2-wire analog line" port is a line side switch connection employed to provide basic residential and business type Exchange Service.
- 5.2.2 "2-wire ISDN digital line" port is a Basic Rate Interface ("BRI") line side switch connection employed to provide ISDN Exchange Services.
- 5.2.3 "DS-1 digital trunk" port is a trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services, such as direct inward dialing ("DID").
- 5.2.4 "4-wire ISDN digital DS-1 trunk" port is a Primary Rate Interface ("PRI") trunk side switch connection employed to provide the ISDN Exchange Services.
- 5.3 Port Prices. Prices for ports are listed in Appendix F.
- 5.4 Local Switching. "Local switching" provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will offer only those features and functions currently available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. ATG will be responsible for bearing any costs incurred by GTE in making such feature/function available, including Right-to-Use ("RTU") fees. The rates for local switching and vertical features are listed in Appendix F.

- 5.4.1 ATG must purchase local switching with the line-side port or trunk-side port, if applicable, and GTE shall provide the local switching in its existing combination with the applicable port.
- 5.5 Compliance with Section 2.3. ATG shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of ATG to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.
- 5.6 Shared Transport. "Shared transport" is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (GTE end user or CLEC end user when the CLEC has purchased unbundled local switching) and are referred to as "shared transport facilities."
- 5.6.1 Many calls riding shared transport facilities will also be switched by GTE's access tandem. This tandem switching function is included as a rate component of shared transport, as set forth in Appendix D. GTE will provide shared transport from a call originating from an unbundled switch port to the point where the call leaves GTE's network (the IP).
- 5.6.2 When ATG purchases unbundled local switching, ATG is obligated to purchase unbundled shared transport. All of the billing elements associated with shared transport are billed upon call origination, unless the call involves an IXC.
- 5.6.3 The rating of shared transport is based on the duration of a voice grade (or DS-0) call on GTE's network. Shared transport is comprised of three billing components: (1) Shared Transport - Facility Miles (usage and distance sensitive); (2) Shared Transport - Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed calls, the parties will use a shared transport composite rate using the tandem switching rate, two (2) terminations, and an assumed facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.
- 5.6.4 GTE is responsible for the sizing of the shared transport network. All analysis, engineering, and trunk augmentations to Common Transport

Trunk Groups will be the sole responsibility of GTE. To ensure that the network is appropriately sized, GTE may request traffic forecasts from ATG if ATG requests unbundled local switching. These forecasts must be provided to GTE on a quarterly basis, with a twelve (12) month outlook.

5.6.5 GTE provides shared transport between GTE switching offices (e.g., between GTE end offices, a GTE end office and a GTE tandem switch, between a GTE end office and the IP of a connecting telecommunications company, or between a tandem switch and the IP of a connecting telecommunications company). However, the transport between a GTE switching office and the ATG switching office must be purchased as dedicated transport and is not provided as shared transport.

6. Dedicated Transport.

- 6.1 Dedicated transport is purchased for the purpose of transporting Telecommunications Services between designated serving wire centers ("SWCs") within the same LATA. Dedicated transport may extend between two GTE SWCs ("Interoffice Dedicated Transport" or "IDT") or may extend from the GTE SWC to the ATG premise ("CLEC Dedicated Transport" or "CDT"). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 6.2 and 6.3 below.
- 6.2 CDT is the dedicated transport facility connecting the GTE SWC to ATG's Customer Designated Location ("CDL"). The CDL will be designated where the CLEC's physical network begins (the CDL cannot be designated at an end user customer location).
- 6.3 CDT includes the equipment required to terminate the interoffice facility within ATG's CDLs and within the GTE SWC. This element also includes the transport facility between the two locations but extends no farther into GTE's network than the CDL's SWC. CDT has no switching components and is available in bandwidth increments of DS0, DS1, or DS3 at rates outlined in Appendix F.
- 6.4 CDT consists of monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth, but may vary depending on the termination arrangement at the CDL (Office Terminating Repeater vs. SONET terminal, first system vs. additional system, etc.).
- 6.5 IDT is the dedicated transport facility connecting two GTE SWCs and excludes the facilities between the SWC and the CDL. IDT has no switching components

and is available in bandwidth increments of DS0, DS1, and DS3 at rates outlined in Appendix F.

- 6.6 The price of IDT varies with the bandwidth and consists of monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility Miles (monthly recurring) and Transport Termination (per end, monthly recurring).
7. SS7 Transport and Signaling. SS7 signaling and transport services in support of ATG's local exchange services shall be provided in accordance with the terms and conditions of Appendix I attached to, and made a part of, this Agreement.
 - 7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.
8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
9. Database 800-Type Services. Access to GTE's 800-Type database (*i.e.*, 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
10. Operator Services ("OS") and Directory Assistance ("DA"). GTE will provide OS and DA to ATG in accordance with the terms set forth as follows:
 - 10.1 When OS and/or DA is to be provided for calls that originate from ATG's switch, GTE will provide branded or unbranded OS and/or DA pursuant to separate contracts to be negotiated in good faith between the Parties after execution and approval of this Agreement by the Commission.
 - 10.2 When OS and/or DA is to be provided for calls that originate from an unbundled port with local switching under this Article and neither branding nor unbranding is requested, ATG's calls will access GTE's OS and/or DA platform and will be processed in the same manner as GTE calls.
 - 10.3 When OS and/or DA is to be provided for calls that originate from an unbundled port and local switching under this Article and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations. When technically capable of doing so, GTE shall implement an order for unbranding or rebranding within 90 Business Days of receipt of that order.

- 10.4 To the extent authorized by the FCC and the Commission, ATG will be billed charges for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in Section 11.2. In addition, charges specified in Section 11.4 will apply.
- 10.5 For those offices that ATG has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE provides its own OS and DA service subject to capability and capacity limitations where Customized Routing is currently available. If GTE uses a Third Party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a Third Party on behalf of ATG. ATG must negotiate with the Third Party. In these instances, ATG will need to purchase customized routing to differentiate its OS/DA traffic from GTE's traffic.
11. Customized Routing. Where technically feasible and upon receipt of written request from ATG, GTE agrees to provide customized routing for the following types of calls:
- 0-
 - 0+Local
 - 0+411
 - 1+411
 - 0+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)
 - 1+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)
- 11.1.1 GTE will provide ATG a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). ATG will return a list of these switches ranked in priority order. GTE will return to ATG a schedule for customized routing in the switches with existing capabilities and capacity.
- 11.1.2 Upon written request from ATG, GTE will provide ATG with applicable charges, and terms and conditions, for providing OS and DA, branding, and Customized Routing.
- 11.1.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.
- 11.1.4 The use of customized routing will require the purchase of a trunk side port and dedicated facilities between the GTE end office and the

designated OS/DA platform. The rates for these elements will be billed in accordance with Appendix F.

12. Advanced Intelligent Network Access ("AIN"). GTE will provide ATG access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or ATG's local switch.
13. Directory Assistance Listing. When ATG orders an unbundled port, ATG has the option to submit a Directory Service Request ("DSR") to have the listing included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.
14. Operational Support Systems ("OSS"). GTE shall provide OSS functions to ATG for preordering, ordering, provisioning, and billing that are generally available as described in Appendix H.

ARTICLE VIII
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Request Process.

1.1 Intent. The Bona Fide Request process is intended to be used when ATG requests customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.

1.2 Process.

- 1.2.1 A Bona Fide Request shall be submitted in writing by ATG and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.
- 1.2.2 Although not expected to do so, ATG may cancel a Bona Fide Request in writing at any time prior to ATG and GTE agreeing to price and availability. GTE will then cease analysis of the request.
- 1.2.3 Within two (2) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide an explanation as to why GTE elects not to meet ATG's request. If extraordinary circumstances prevail, GTE will inform ATG as soon as it realizes that it cannot meet the ten (10) Business Day response due date. ATG and GTE will then determine a mutually agreeable date for receipt of the request.
- 1.2.5 Unless ATG agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a Bona Fide Request will be made upon delivery, unless otherwise agreed to by ATG, in accordance with the applicable provisions of the Agreement.

- 1.2.6 Upon affirmative response from GTE, ATG will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the Dispute resolution procedures described in Article III hereunder may be used by a Party to reach a resolution.
2. Transfer of Service Announcements. For services other than GTE ported number services, when an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end users. For GTE ported number services, GTE shall provide an intercept referral on behalf of ATG.
3. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.).
 - 3.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner, at no charge.
 - 3.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.
 - 3.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
4. 911/E911 Arrangements.
 - 4.1 Description of Service. ATG will install a minimum of two (2) dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which ATG provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multifrequency ("MF") tones that will deliver ANI with the voice portion of the call. GTE will provide ATG with the appropriate CLLI codes and specifications of the tandem office serving area or the location of the primary PSAP when there is no 911

routing in that 911 district. If an ATG central office serves end users in an area served by more than one (1) GTE 911/E911 selective router, ATG will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E911 selective routers or primary PSAP.

- 4.2 Transport. If ATG desires to obtain transport from GTE to the GTE 911 selective routers, ATG may purchase such transport from GTE at the rates set forth in Appendix G.
- 4.3 Cooperation and Level of Performance. The Parties agree to provide access to 911 /E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of ATG's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to ATG showing the correlation of its rate centers to its E911 tandems at rates set forth in Appendix G.
- 4.4 Basic 911 and E911 General Requirements:
 - 4.4.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
 - 4.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the Public Safety Answering Point (PSAP) responsible for the caller's location.
 - 4.4.3 All requirements for E911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.
 - 4.4.4 Basic 911 and E911 functions provided to ATG shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
 - 4.4.5 Basic 911 and E911 access from Local Switching shall be provided to ATG in accordance with the following:
 - 4.4.5.1 GTE and ATG shall conform to all state regulations concerning emergency services.

- 4.4.5.2 For E911, both ATG and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 4.4.5.5.
- 4.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE Operator Services or, at ATG's discretion, directly to ATG Operator Services.
- 4.4.5.4 Basic 911 and E911 access from the ATG local switch shall be provided from GTE to ATG in accordance with the following:
 - 4.4.5.4.1 If required by ATG and technically feasible, GTE shall interconnect direct trunks from the ATG network to the E911 PSAP, or to the E911 selective routers as designated by ATG. Such trunks may alternatively be provided by ATG.
 - 4.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), ATG shall participate in the provision of the 911 System as follows:
 - 4.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
 - 4.4.5.4.2.2 ATG and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. ATG and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities

are covered in Section 4.4.5.5 of this Article.

4.4.5.4.2.3 ATG shall have the right to verify the accuracy of information regarding ATG customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

4.4.5.4.3 If a Third Party is the primary service provider to a 911 district, ATG shall negotiate separately with such Third Party with regard to the provision of 911 service to the agency. All relations between such Third Party and ATG are totally separate from this Agreement and GTE makes no representations on behalf of the Third Party.

4.4.5.4.4 If ATG or Affiliate is the primary service provider to a 911 district, ATG and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

4.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix G.

4.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

4.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with ATG data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.

4.4.5.5 The following are Basic 911 and E911 Database Requirements:

- 4.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or CLEC which provides their records to GTE.
- 4.4.5.5.2 Copies of the MSAG shall be provided within five (5) business days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix G.
- 4.4.5.5.3 ATG shall be solely responsible for providing ATG database records to GTE for inclusion in GTE's ALI database on a timely basis.
- 4.4.5.5.4 GTE and ATG shall arrange for the automated input and periodic updating of the E911 database information related to ATG end users. GTE shall work cooperatively with ATG to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.
- 4.4.5.5.5 ATG shall assign an E911 database coordinator charged with the responsibility of forwarding ATG end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. ATG assumes all responsibility for the accuracy of the data that ATG provides to GTE.
- 4.4.5.5.6 GTE shall update the database within one (1) business day of receiving the data from ATG. If GTE detects an error in the ATG provided data, the data shall be returned to ATG within one day from when it was provided to GTE. ATG shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 4.4.5.5.7 GTE agrees to treat all data on ATG subscribers provided under this Agreement as strictly confidential

and to use data on ATG subscribers only for the purpose of providing E911 services.

4.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from ATG. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for ATG is "ATG"; the NENA Carrier Code for GTE is "GTE."

4.4.5.6 GTE and ATG will comply with the following requirements for network performance, maintenance and trouble notification.

4.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.

4.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

4.4.5.6.3 GTE shall notify ATG forty-eight (48) hours in advance of any scheduled testing or maintenance affecting ATG 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting ATG 911 service.

4.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDDs").

4.4.5.7 Basic 911 and E911 Additional Requirements

4.4.5.7.1 All ATG lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI

record will contain both the ATG number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with ATG to ensure that 911 service is fully available to all ATG end users whose telephone numbers have been ported from GTE, consistent with State provisions.

4.4.5.7.2 ATG and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and ATG shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

4.4.5.7.3 ATG may enter into subcontracts with third parties, including ATG Affiliates, for the performance of any of ATG's duties and obligations stated herein.

4.4.5.7.4 Where GTE is the lead telco, GTE shall provide ATG with notification of any pending selective router moves within at least ninety (90) days in advance.

4.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

4.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for ATG to update 911 database with end user information for lines that have been ported via INP or LNP.

4.4.6 Basic 911 and E911 Information Exchanges and interfaces. Where GTE is the lead telco:

4.4.6.1 GTE shall provide ATG access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to ATG within one (1) day after ATG inputs information into the ALI/DMS database. Alternately, ATG may utilize GTE or a Third Party entity to

enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix G.

4.4.6.2 GTE and ATG shall arrange for the automated input and periodic updating of the E911 database information related to ATG end users. GTE shall work cooperatively with ATG to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.

4.4.6.3 Updates to MSAG. Upon receipt of an error recording an ATG subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of ATG to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on ATG's Local Service Request ("LSR") or via a separate feed established by ATG pursuant to Section 4.4.5.7 of this Article.

4.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E911 Switch or Tandem and the ALI/DMS database for ATG subscriber shall meet industry standards.

4.5 Compensation. In situations in which GTE is responsible for maintenance of the 911 /E911 database and can be compensated for maintaining ATG's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from ATG only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge ATG a portion of the cost of the shared 911 /E911 selective router as set forth in Appendix G.

5. Information Services Traffic.

5.1 Billing and Collection and Information Service Traffic Remuneration.

5.1.1 In the event GTE performs switching of Information Service Traffic (*i.e.*, 900-976, Internet, weather lines, sports providers, etc.) associated with resale or unbundled network elements for ATG, GTE shall provide to ATG the same call detail records that GTE records for its own end users so

as to allow ATG to bill its end users. GTE shall not be responsible or liable to ATG or any Information Service Provider for Billing and Collection and/or any receivables of Information Service Providers.

5.1.2 Notwithstanding and in addition to Article III, Section 24, GTE shall be indemnified and held harmless by ATG from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in Section 5.1.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

5.1.3 GTE agrees to notify ATG in writing within ten (10) working days, by registered or certified mail, of any claim made against GTE on the obligations indemnified against pursuant to this Section 5.

5.1.4 It is understood and agreed that the indemnity provided for in this Section 5 is to be interpreted and enforced so as to provide indemnification of liability to GTE to the fullest extent now or hereafter permitted by law.

5.2 900-976 Call Blocking. GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale or unbundled network elements. GTE will block 900-976 traffic when requested to do so, in writing, by ATG. ATG shall be responsible for all cost associated with the 900-976 call blocking request. GTE reserves the right to block any and all calls which may harm or damage its network.

5.3 Miscellaneous. GTE reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with GTE.

6. Telephone Relay Service. Local and intraLATA Telephone Relay Service ("TRS") enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users.

7. Directory Assistance (DA) and Operator Services (OS). Where ATG is providing local service with its own switch, upon ATG's request GTE will provide to ATG rebranded or unbranded directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If ATG so requests directory assistance services and/or operator services, such contracts shall provide for the following:

- 7.1 Directory Assistance Calls. GTE directory assistance centers shall provide number and addresses to ATG end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to ATG end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to ATG end users consistent with the service provided to GTE end users.
- 7.2 Operator Services Calls. GTE operator services provided to ATG end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to ATG end users collect, person-to-person, station-to-station calling, Third Party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote ATG rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to ATG end users consistent with the service GTE provides to its own end users.
8. Directory Assistance Listings Information. GTE will include listings in its directory assistance database for ATG end users in the same geographic area as GTE provides directory assistance for GTE end users as specified in Article VI, Section 3.4.
- 8.1 GTE shall provide to ATG, at ATG's request, for purposes of ATG providing ATG-branded directory assistance services to its local customers, within sixty (60) Business Days after an order for such tape is received, all published DA listings for that specific state via magnetic tape. Such listings will be Confidential Information under this Agreement and ATG will use the listings only for its directory assistance services to its end users. If ATG uses a Third Party directory assistance service to its end users, ATG will ensure that such Third Party likewise treats the listings as Confidential Information under this Agreement, and uses them only for such directory assistance. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer. The rate to be paid by ATG to GTE will be reasonable and mutually agreed.
- 8.2 The Parties will not release DA Listing Information that includes the other Party's end user information to Third Parties without the other Party's written approval. The other Party will inform the Releasing Party if it desires to have the Releasing Party provide the other Party's DA Listing Information to the Third Party, in

which case, the Releasing Party shall provide the other Party's DA Listing Information at the same time as the Releasing Party provides the Releasing Party's DA Listing Information to the Third Party. The rate to be paid by the Releasing Party to the other Party shall be no more than the direct costs of compiling such information. The other Party shall be responsible for billing the Third Party.

8.3 The Parties will work together to identify and develop procedures for database error corrections.

9. Directory Listings and Directory Distribution. ATG will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

Listings. ATG agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for ATG's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

ATG will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

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

11. SAG. GTE will provide to ATG upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all LSOs, and lists services and features that are available in a specific LSO.
12. Dialing Format Changes. GTE will provide reasonable notification to ATG of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.
13. Operational Support Systems (OSS). GTE shall provide OSS functions to ATG for ordering, provisioning and billing that are generally available as described in Appendix H attached to this Agreement. ATG shall pay GTE for access to GTE's OSS functions consistent with processes defined in Appendix H.

ARTICLE IX
COLLOCATION

1. Physical Collocation. GTE shall provide to ATG physical collocation of equipment pursuant to 47 CFR § 51.323 necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates to the Commission that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable federal and state EIS tariffs. GTE will work with ATG to install collocation arrangements within the following schedule:

(1) GTE will respond to ATG within 10 days of receipt of a collocation application as to space availability and if only the tariff rates are applicable.

(2) If space is available but additional work beyond the tariff is required, GTE will respond to ATG within 30 days of receipt of a collocation application with any additional charges (e.g., environmental conditioning charges).

(3) GTE will begin construction of the collocation space once GTE receives 50% of the nonrecurring charges from ATG.

(4) GTE will complete preparation of the collocation space for ATG within 90 days after GTE receives 50% of the nonrecurring charges from ATG, absent extenuating circumstances beyond GTE's control (e.g., inability to obtain necessary equipment from a vendor). ATG shall provide GTE with the remaining 50% of the nonrecurring charges upon ATG's acceptance of the prepared collocation space.

(5) If extenuating circumstances occur, GTE will immediately notify ATG of those circumstances, and the Parties will negotiate a mutually acceptable in-service date.

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

1.1.1 GTE has the right to reasonably reserve space within its central offices for its own use. In order to retain reserved space GTE must provide sufficient documentation and justification for its future use. If GTE denies ATG's

application for initial or growth collocation space based on reserving space for GTE's future needs, GTE must demonstrate to the Commission proper justification for GTE's reservation of space.

- 1.1.2 GTE will notify ATG if it plans to build an addition to a central office where ATG has collocated facilities, if such addition would result in a material increase of space available for collocation.
- 1.1.3 Should ATG submit to GTE a two-year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with ATG when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by GTE in its sole discretion in light of GTE requirements.
- 1.1.4 Subject to technical feasibility and space limitations, GTE will make available at applicable federal and state EIS tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of ATG traffic, or if GTE cannot provide such facilities in a timely manner, ATG may arrange to have a third-party contractor that is mutually acceptable to ATG and GTE (including ATG if it is an approved GTE contractor) provision the necessary facilities, as long as they meet or exceed GTE standard technical specifications and requirements.
- 1.1.5 GTE shall not deny physical or virtual collocation to ATG on the basis of insufficient space to accommodate a collocation request if space could be made available for collocation in the specific central office by removing obsolete and inactive or substantially underutilized GTE transmission or other equipment. If no currently vacant space is available and the removal of such equipment is technically feasible, GTE and ATG shall negotiate in good faith the terms and conditions of removal of such equipment to make space available for collocation, subject to any applicable requirements adopted by the Commission or the FCC.
- 1.1.6 In the event that GTE demonstrates to the Commission that insufficient space exists to accommodate ATG's request for physical or virtual collocation in a particular GTE central office, GTE will work with ATG to enable ATG to obtain technically feasible and efficient interconnection or access unbundled network elements. Alternatives include, but shall not be limited to, mounting termination banks on GTE's Main Distribution Frame to which ATG may establish connections with its nearby facilities.

- 1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled loops and ports shall be provided under the applicable GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.
- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, ATG may interconnect with other carriers collocated at a GTE central office at which ATG has collocated facilities; provided, however, that ATG and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. ATG may interconnect with other carriers collocated at a GTE central office. ATG must provide GTE with written notice of such interconnection and shall allow GTE ten (10) Business Days in which to elect to provide the facilities necessary to accomplish such interconnection. ATG and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities, or if GTE cannot provision the interconnection facilities within thirty (30) calendar days of ATG's written notice, or if GTE fails to so elect within the ten (10) Business Days after receipt of ATG's written notice. If GTE elects and is able to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed, or pursuant to rates, terms, and conditions that the Parties may negotiate.
- 1.4 Choice of Vendor. ATG may use the vendor of its choice to install, maintain and repair equipment within ATG's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of ATG imposed under the applicable GTE federal and state EIS tariffs, including but not limited to certification and approval by GTE.
- 1.5 Monitoring. Subject to technical feasibility and space limitations, ATG may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. ATG may request that GTE provide the facilities necessary for such remote monitoring, at which time GTE and ATG will negotiate in good faith the price, terms and conditions of remote monitoring by GTE.
- 1.6 Phone Service. Upon ordering collocated space, ATG may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as GTE has completed construction of the collocated space. ATG shall pay separately for any ordered POTS service.

- 1.7 Intraoffice Diversity. At ATG's request, GTE will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.
- 1.8 Proprietary Information. The Parties shall protect all proprietary information disclosed by ATG in any request for collocation or by GTE in response to such request, to the extent required under this Agreement and any other non-disclosure agreements existing as of the date ATG submits its request for collocation space to GTE.
- 1.9 Notification of Modifications. GTE will notify ATG of modifications to collocation space in accord with the terms of applicable GTE state and federal EIS tariffs. Upon completion of construction of ATG's collocation space, GTE may not require ATG to modify its collocation space or to pay any of the costs associated with modifications to other collocation space. Additionally, GTE shall notify ATG when major upgrades are made to the power plants supporting ATG's collocation space or when any central office modification would impact any service the Parties provide to each other or to their respective end users. The following shall constitute such major upgrades:
- (a) replacement of a rectifier;
 - (b) addition or replacement of a new fusing module;
 - (c) addition or replacement of a power distribution unit frame; or
 - (d) addition or replacement of modular rectifiers.
- 1.10 Drawings. When ATG orders collocation space, GTE and ATG will hold a GTE/Customer meeting in accord with applicable GTE state and federal EIS tariffs. At such meeting, GTE will provide such drawings of GTE's central office facility as may be necessary to adequately depict ATG's proposed collocation space.
- 1.11 Construction of Space. GTE will construct ATG's collocation space in accord with the terms and conditions set forth in the applicable GTE state and federal EIS tariff. In the alternative, ATG may arrange for a third party contractor that is acceptable to GTE to construct the collocation cage enclosure. Additionally, GTE agrees to the following terms and conditions regarding construction of collocated space:

- 1.11.1 Space will be constructed in 100 square foot increments, but GTE shall work with ATG to construct space in less than a 100 square foot increment if insufficient space exists. The constructed space shall be designed so as to prevent unauthorized access.
- 1.11.2 A standard 100 square foot cage shall have the following standard features:
- (a) eight-foot high, nine gauge chain link panels;
 - (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
 - (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
 - (d) the cage shall be provided with one padlock set, with GTE retaining one master key;
 - (e) one ac electrical outlet;
 - (f) one charger circuit system;
 - (g) one electrical sub-panel;
 - (h) such additional lighting as may be necessary;
 - (i) one fire detection requirement evaluation;
 - (j) grounding for the cage consistent with COEI.
- 1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE will work with ATG to implement such additional modifications as may be necessary to ensure that ATG's collocated space is protected from unauthorized access.
- 1.11.4 At such time as construction of ATG's collocation space is approximately 50 percent completed, GTE will give ATG notification, and such notification shall include scheduled completion and turnover dates. GTE shall provide ATG with sufficient information to enable the Parties to establish firm CLLI codes and to order cross connections for the

equipment ATG intends to locate in the space 30 days prior to the scheduled implementation date. The cross-connect circuits shall be provisioned in conjunction with the installation of the collocation equipment.

1.11.5 GTE will conduct a walk through of the collocated space with ATG within three (3) business days of completion of construction of collocated space. Should ATG note any deviations from the plan agreed upon by GTE and ATG at the customer meeting, and if such deviations were not requested by ATG or not required by law, GTE shall correct such deviations at its own expense within 5 Business Days.

1.12 Connection Equipment. ATG may provision equipment for the connection of ATG termination equipment, including but not limited to digital loop carriers and associated equipment, to GTE equipment using either of the following methods:

1.12.1 ATG may extend an electrical or optical cable from the terminal within ATG's collocation cage and terminate that cable at GTE's network.

1.12.2 ATG may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to and have GTE terminate that cable at GTE's network.

1.13 Access to ATG Collocation Space. The terms and conditions of access to CLEC's collocation space shall be as set forth in applicable GTE state and federal EIS tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access:

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

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

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

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

- 1.13.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal EIS tariffs.
 - 1.13.6 GTE shall retain a master key to ATG's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At ATG's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, ATG may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.
 - 1.13.7 Not more frequently than once a year, ATG 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 EIS tariffs. Should ATG identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.
- 1.14 Common Collocation Space. Where sufficient space exists and upon request, GTE will provide for collocation on a shared or common space basis, with each collocator's area defined within the common space. Access to the common collocation space will be via a common entry point, and each collocator shall be responsible to provide any additional security measures to protect its equipment. To the extent not inconsistent with these requirements, the remaining rates, terms, and conditions for physical collocation in this Article shall apply to common collocation arrangements.
2. Virtual Collocation. Subject to Section 1 of this Article, GTE will provide virtual collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state EIS tariffs. In addition, the terms and conditions set forth in this Section 2 shall apply to virtual collocation provided to ATG.
- 2.1 Conversion from Virtual to Physical Collocation. Unless it is not practical for technical reasons or because of space limitations, ATG may convert a virtual collocation arrangement to a physical collocation arrangement. ATG's request to do so shall be treated as a new physical collocation request and ATG shall pay GTE at the applicable tariff rates for construction and rearrangement of ATG's

equipment as well as all applicable tariffed physical collocation recurring charges. To the extent technically feasible and efficient, GTE shall retain the existing connections between its network and ATG's collocated equipment as part of the conversion.

- 2.2 Conversion from Physical to Virtual Collocation. Unless it is not practical for technical reasons or because of space limitations, ATG may convert a physical collocation arrangement to a virtual collocation arrangement. ATG's request to do so shall be treated as a new virtual collocation request and ATG shall pay GTE at the applicable tariff rates for construction and rearrangement of ATG's equipment as well as all applicable tariffed virtual collocation recurring charges. To the extent technically feasible and efficient, GTE shall retain the existing connections between its network and ATG's collocated equipment as part of the conversion. If ATG elects to change to a virtual collocation arrangement pursuant to this section, GTE will not refund previous payments for physical collocation received from ATG. If another carrier occupies the physical collocation space vacated by ATG, however, GTE shall remit to ATG the net salvage value of the cage enclosure, ladder racking, and power cabling that was constructed in and up to the space ATG vacated.
 - 2.3 Vendors. Choice of vendors for equipment used for virtual collocation shall be under the terms and conditions set forth in the applicable GTE federal and state EIS tariff. Upon request by ATG, GTE shall provide a list of locally qualified vendors approved for the type of equipment to be collocated. ATG shall not be precluded from submitting a request to become an approved contractor with Regional Contract Administrators, and GTE shall not deny that request solely on the grounds that ATG is a CLEC.
 - 2.4 Inspection. Upon provision of virtual collocation by GTE, the Parties shall agree on a mutually acceptable schedule whereby ATG may inspect the equipment in its virtual collocation space.
3. Fixed Wireless Collocation. Where technically feasible and upon request, GTE will provide to ATG physical collocation on the roof(s) of GTE central office or wire center for fixed wireless equipment necessary for access to unbundled network elements or interconnection of ATG's network facilities to GTE's network. GTE shall provide such collocation in accordance with its applicable federal and state EIS tariffs.

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

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

IN WITNESS WHEREOF, each Party has executed this Agreement to be upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be as established by the Commission approval order.

GTE NORTHWEST INCORPORATED

ADVANCED TELCOM GROUP, INC.

By _____

By _____

Name Connie Nicholas

Name _____

Title Assistant Vice President
Wholesale Markets-Interconnection

Title _____

Date _____

Date _____

**GTE Northwest Incorporated does not consent to this purported agreement (which does not comply with the Federal Telecommunications Act of 1996) and does not authorize any of its representatives to consent to it. The signature of a GTE representative has been placed on this document only under the duress of an order of the Washington Utilities and Transportation Commission requiring such signature.

The filing of this arbitrated Agreement with the Washington Utilities and Transportation Commission is pursuant to the Order dated March 22, 1999, in Case No. UT-980370 and does not in any way constitute a waiver by either Electric Lightwave, Incorporated or GTE Northwest Incorporated, of any right which any such Party may have to seek review by a competent court, or to petition the Washington Utilities and Transportation Commission for reconsideration of, any determination contained in the Order, or any provision included in this Agreement pursuant to the Order.

In this document the Parties attempt to comply with the Order and reduce the contractual language the substantive provisions and directives of the Order. Nothing contained herein shall be construed or is intended to be a concession or admission by either Party that any such provision of the Order or the language herein complies with the duties imposed by the Telecommunications Act of 1996, the decisions of the FCC and the Washington Utilities and Transportation Commission, or other law, and each Party thus expressly reserves its full right to assert and pursue claims that the Order does not comport with applicable law.

APPENDIX A

This Appendix is intentionally blank for numbering consistency.

APPENDIX B

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APPENDIX C
 RATES AND CHARGES FOR
 TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix C are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to this Appendix required as a result of any future Commission or other proceedings shall be made according to the terms of the final Commission and/or court order resolving that proceeding.

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0053157**
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0015802**
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000032**
- D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0001201**

E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	\$0.0015892
Tandem Transport (10 mile average): 10 x \$0.0000032	=	\$0.000032
Transport Termination (2 Terminations): 2 x \$0.0001201	=	\$0.0002402
Transiting Charge:	=	\$0.0018614

F. Initial Factors:

- | | | |
|-----|------------------------------------|------------|
| (1) | PLU | TBD |
| (2) | Initial Proportionate Share Factor | TBD |
| (3) | Exempt Factor | TBD |

APPENDIX D

This Appendix is intentionally blank for numbering consistency.

APPENDIX E

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APPENDIX F
PRICES FOR UNBUNDLED ELEMENTS

General. The rates contained in this Appendix F are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to this Appendix required as a result of any future Commission or other proceedings shall be made according to the terms of the final Commission and/or court order resolving that proceeding. This Appendix may be superseded by the provisions in Article III, Section 46, and Appendices 46A and 46B. At such time as ATG desires to obtain unbundled ports, local switching, and transport from GTE, the Parties agree to negotiate the terms and conditions specified in Article VII, Section 2.2.1 and to amend this Agreement accordingly. ATG shall not obtain unbundled ports, local switching, and shared transport from GTE until such amendment becomes effective.

GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix F without the interim surcharge, but subject to the following terms and conditions:

- A. ATG agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, ATG will (i) begin paying the monthly interim surcharge in accord with Appendix F, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.
- B. Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring ATG to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.
- C. Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

Loop Elements

2 Wire Analog Loop (inclusive of NID)	\$ 31.00
4 Wire Analog Loop (inclusive of NID)	\$ 46.50
2 Wire Digital Loop (inclusive of NID)	\$ 31.00
4 Wire Digital Loop (inclusive of NID)	\$ 46.50
DS-1 Loop	\$ 159.59
DS-3 Loop	\$2,584.44

Type C Conditioning	\$ 3.20
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 4.29
Mid-Span Repeaters	\$ 74.56

Network Interface Device (leased separately)

Basic NID	\$ 1.09
Complex (12 x) NID	\$ 1.10

Port and Switching Elements

Ports

Basic Analog Line Side Port	\$ 2.00
Coin Line Side Port	\$ 10.19
ISDN BRI Digital Line Side Port	\$ 22.39
DS-1 Digital Trunk Side Port	\$ 125.89
ISDN PRI Digital Trunk Side Port	\$ 227.19

Vertical Features See Attached List

Usage Charges (must purchase Port)

Local Central Office Switching	\$0.0021080
Shared Transport	
Transport Termination	\$0.0000947
Transport Facility per mile	\$0.0000028
Tandem Switching	\$0.0013141

Transport Elements

CLEC Dedicated Transport	
CDT 2 Wire	\$ 36.89

CDT 4 Wire	\$ 54.99
CDT DS1	\$ 116.81
CDT DS3 (Optical Interface)	\$1,367.67

Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 1.55
IDT DS0 Transport Termination	\$ 15.08
IDT DS1 Transport Facility per ALM	\$ 0.93
IDT DS1 Transport Termination	\$ 33.71
IDT DS3 Transport Facility per ALM	\$ 23.48
IDT DS3 Transport Termination	\$ 348.42

Multiplexing	
DS1 to Voice Multiplexing	\$ 305.89
DS3 to DS1 Multiplexing	\$ 482.75

Ancillary	
DS3 Electrical Interface	\$1,250.00

Conditioning	
DS1 Clear Channel Capability	\$ 10.00
Type C Conditioning	\$ 3.20
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 4.29

Databases and Signaling Systems

Signaling Links and STP	
56 Kbps Links	See GTOC1 Tariff
DS-1 Link	See GTOC1 Tariff
Signal Transfer Point (STP) Port Term	See GTOC1 Tariff
Call Related Databases	
Line Information Database (ABS-Queries)	See GTOC1 Tariff
Toll Free Calling Database (DB800 Queries)	See GTOC1 Tariff

Universal Service Fund (USF) Support Surcharge

Per Loop	\$ 37.17
Per Port	\$ 37.17

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.09
Customer Record Search	\$ 11.69

Ordering and Provisioning

Loop:	
Engineered Initial Service Order (ISO)	\$ 294.07
Non-Engineered ISO	\$ 49.31

Central Office Connection	\$ 12.21
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Outside Facility Connection	\$ 68.30
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Type C Conditioning	\$ 66.00
Type C Improved Conditioning	\$ 174.61
Type DA Conditioning	\$ 174.61

NID :	
ISO	\$ 33.38
Outside Facility Connection	\$ 42.69

Port:	
ISO	\$ 50.46
Subsequent Service Order	\$ 25.67
Central Office Connection	\$ 12.21

Transport:	
ISO	\$ 117.42
Subsequent Service Order	\$ 64.40
Design Charge	\$ 40.96
CDT 2 Wire Connection	\$ 174.61
CDT 4 Wire Connection	\$ 174.61
CDT DS1 Wire Connection	\$ 320.00
CDT DS3 Wire Connection	\$ 675.00
DS1 to Voice Multiplex	\$ 300.00
DS3 to DS1 Multiplex	\$ 355.00
DS1 to Clear Channel Capacity	\$ 90.00
Type C Conditioning	\$ 66.00
Type C Improved Conditioning	\$ 174.61
Type DA Conditioning	\$ 174.61
Manual Ordering Charge	\$ 12.17

Custom Handling

Service Order Expedite:	
Engineered Loop LSRs	\$ 35.48
All Other LSRs	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that **CLEC orders any service from this Agreement.

Customer Record Search applies when **CLEC requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Port or Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Manual Ordering Charge applies to orders that requires GTE to manually enter **CLEC's order into GTE's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if **CLEC requests service prior to the standard due date intervals.

Coordinated Conversion applies if **CLEC requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if **CLEC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

WASHINGTON UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$1.13
Call Forwarding Variable	\$/Feature/Month	\$1.23
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.90
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.92
Call Waiting	\$/Feature/Month	\$0.73
Cancel Call Waiting	\$/Feature/Month	\$0.25
Automatic Callback	\$/Feature/Month	\$0.41
Automatic Recall	\$/Feature/Month	\$0.32
Calling Number Delivery	\$/Feature/Month	\$4.01
Calling Number Delivery Blocking	\$/Feature/Month	\$0.62
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$1.96
Customer Originated Trace	\$/Feature/Month	\$0.47
Selective Call Rejection	\$/Feature/Month	\$2.53
Selective Call Forwarding	\$/Feature/Month	\$2.94
Selective Call Acceptance	\$/Feature/Month	\$7.43
Call Forwarding Variable CTX	\$/Feature/Month	\$0.92
Call Forwarding Incoming Only	\$/Feature/Month	\$0.26
Call Forwarding Within Group Only	\$/Feature/Month	\$0.25
Call Forwarding Busy Line	\$/Feature/Month	\$0.26
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.48
Remote Call Forward	\$/Feature/Month	\$1.11
Call Waiting Originating	\$/Feature/Month	\$0.33
Call Waiting Terminating	\$/Feature/Month	\$0.71
Cancel Call Waiting CTX	\$/Feature/Month	\$0.25
Three Way Calling CTX	\$/Feature/Month	\$1.38
Call Transfer Individual All Calls	\$/Feature/Month	\$0.31
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.25
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.63
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.64
Direct Connect	\$/Feature/Month	\$0.42
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$1.46
Call Hold	\$/Feature/Month	\$0.59
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.85
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.85
Toll Restricted Service	\$/Feature/Month	\$0.26
Call Pick-up	\$/Feature/Month	\$0.34

VERTICAL FEATURES		(Subject to Availability)
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.40
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.39
Special Intercept Announcements	\$/Feature/Month	\$8.49
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$4.24
Station Message Detail Recording	\$/Feature/Month	\$1.61
Station Message Detail Recording to Premises	\$/Feature/Month	\$3.12
Fixed Night Service - Key	\$/Feature/Month	\$3.05
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$1.36
Attendant Busy Line Verification	\$/Feature/Month	\$4.45
Control of Facilities	\$/Feature/Month	\$0.25
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.32
Attendant Conference	\$/Feature/Month	\$12.88
Circular Hunting	\$/Feature/Month	\$2.95
Preferential Multiline Hunting	\$/Feature/Month	\$0.45
Uniform Call Distribution	\$/Feature/Month	\$3.42
Stop Hunt Key	\$/Feature/Month	\$0.25
Make Busy Key	\$/Feature/Month	\$0.60
Queuing	\$/Feature/Month	\$1.10
Automatic Route Selection	\$/Feature/Month	\$0.35
Facility Restriction Level	\$/Feature/Month	\$0.25
Expansive Route Warning Tone	\$/Feature/Month	\$0.25
Time-of-Day Routing Control	\$/Feature/Month	\$0.31
Foreign Exchange Facilities	\$/Feature/Month	\$13.40
Anonymous Call Rejection	\$/Feature/Month	\$5.31
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$10.23
Basic Business Group CTX	\$/Feature/Month	\$1.76
Basic Business Group DOD	\$/Feature/Month	\$0.71
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.25
Basic Business Group DID	\$/Feature/Month	\$0.25
Business Set Group Intercom All Calls	\$/Feature/Month	\$7.55
Dial Call Waiting	\$/Feature/Month	\$0.57
Loudspeaker Paging	\$/Feature/Month	\$12.38
Recorded Telephone Dictation	\$/Feature/Month	\$13.28
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$4.46
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$1.54
Teen Service	\$/Feature/Month	\$0.82
Bg - Automatic Call Back	\$/Feature/Month	\$0.83
Voice/Data Protection	\$/Feature/Month	\$0.25

VERTICAL FEATURES		(Subject to Availability)
Authorization Codes for Afr	\$/Feature/Month	\$0.36
Account Codes for Afr	\$/Feature/Month	\$0.59
Code Restriction Diversion	\$/Feature/Month	\$0.37
Code Calling	\$/Feature/Month	\$14.60
Meet-Me Conference	\$/Feature/Month	\$5.93
Call Park	\$/Feature/Month	\$0.25
Executive Busy Override	\$/Feature/Month	\$0.25
Last Number Redial	\$/Feature/Month	\$0.50
Direct Inward System Access	\$/Feature/Month	\$0.25
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.25
Bg - Speed Calling Shared	\$/Feature/Month	\$0.25
Attendant Recall from Satellite	\$/Feature/Month	\$3.19
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.25
Business Set - Call Pick-up	\$/Feature/Month	\$0.25
Authorization Code for Mdr	\$/Feature/Month	\$0.25
Locked Loop Operation	\$/Feature/Month	\$0.25
Attendant Position Busy	\$/Feature/Month	\$0.25
Two-Way Splitting	\$/Feature/Month	\$0.84
Call Forwarding - All (Fixed)	\$/Feature/Month	\$1.75
Business Group Call Waiting	\$/Feature/Month	\$0.25
Music on Hold	\$/Feature/Month	\$6.41
Automatic Alternate Routing	\$/Feature/Month	\$4.95
DTMF Dialing	\$/Feature/Month	\$0.25
BG DTMF Dialing	\$/Feature/Month	\$0.25
Business Set Access to Paging	\$/Feature/Month	\$3.97
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$3.52
Selective Calling Waiting (Class)	\$/Feature/Month	\$2.80
Direct Inward Dialing	\$/Feature/Month	\$11.85
Customer Dialed Account Recording	\$/Feature/Month	\$3.37
Deluxe Automatic Route Selection	\$/Feature/Month	\$0.68
MDC Attendant Console	\$/Feature/Month	\$63.74
Warm Line	\$/Feature/Month	\$0.25
Calling Name Delivery	\$/Feature/Month	\$0.25
Call Forwarding Enhancements	\$/Feature/Month	\$0.25
Caller ID Name and Number	\$/Feature/Month	\$1.16
InContact	\$/Feature/Month	\$1.68

Call Waiting ID	\$/Feature/Month	\$0.25
Att'd ID on Incoming Calls	\$/Feature/Month	\$0.46
Privacy Release	\$/Feature/Month	\$0.25
Display Calling Number	\$/Feature/Month	\$0.25
Six-Port Conference	\$/Feature/Month	\$5.61

VERTICAL FEATURES		(Subject to Availability)
Business Set Call Back Queuing	\$/Feature/Month	\$0.25
ISDN Code Calling - Answer	\$/Feature/Month	\$0.25
Att'd Call Park	\$/Feature/Month	\$0.25
Att'd Autodial	\$/Feature/Month	\$0.25
Att'd Speed Calling	\$/Feature/Month	\$0.25
Att'd Console Test	\$/Feature/Month	\$0.25
Att'd Delayed Operation	\$/Feature/Month	\$0.25
Att'd Lockout	\$/Feature/Month	\$0.25
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.25
Att'd Secrecy	\$/Feature/Month	\$0.25
Att'd Wildcard Key	\$/Feature/Month	\$0.25
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.25
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.25
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$0.25
Att'd Display of Queued Calls	\$/Feature/Month	\$0.25
Att'd Interposition Transfer	\$/Feature/Month	\$0.25
Att'd Automatic Recall	\$/Feature/Month	\$0.25

APPENDIX G
RATES AND CHARGES FOR 911/E911 ARRANGEMENTS

The following services are offered by GTE for purchase by ATG, where an individual item is not superseded by a tariffed offering.

	<u>NRC</u>	<u>MRC</u>
1. 9-1-1 Selective Router Map Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce within ATG for its internal use is granted without further fee. Non-tariffed price.	\$125.00	n/a
2. 9-1-1 Selective Router Pro-Rata Fee/trunk This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.	\$0	\$100.77
3. PS ALI Software A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Verison #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.		\$790.80

	<u>NRC</u>	<u>MRC</u>
4. ALI Gateway Service Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for ATG to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.	\$135.00	\$36.12
5. 9-1-1 Interoffice Trunk This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
6. ALI Database This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
7. Selective Router Database per Record Charge Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
8. MSAG Copy Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.		
a. Copy provided in paper format	\$238.50	\$54.00
b. Copy provided in flat ASCII file on a 3½" diskette	\$276.00	\$36.00

APPENDIX H
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for, interconnection facilities and services and unbundled network elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide. Before orders can be taken, ATG will provide GTE with its Operating Company Number ("OCN") and Company Code ("CC") as follows:

(a) ATG must provide its OCN (four-digit alpha-numeric assigned by Bellcore or number administrator) on the ALEC Profile. The GTE Guide provides the necessary information for ATG to contact Bellcore to obtain the OCN. There are no optional fields on the Profile.

(b) Before the Local Service Request ("LSR") and Directory Service Request ("DSR") order forms can be processed ATG must provide the OCN and Customer Carrier Name Abbreviation ("CCNA").

1.1 Operations Support Systems for Trunk-Side Interconnection

1.1.1 ATG will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by ATG over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to ATG. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.

1.1.2 The use of CAMS to support ATG's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NACC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to ATG. ATG then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR, without penalty or charge (e.g., order modification charge) to ATG. Similarly, errors committed by GTE subsequent to the

receipt of a valid ASR from ATG will be expeditiously identified and corrected by GTE without the need for ATG's submission of a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing.

1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for ATG. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to ATG. GTE's CZTs also will contact ATG directly to perform testing, and upon acceptance by ATG, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to ATG. The billing process under CABS requires coordination with several other systems.

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

1.2 Operations Support Systems for Unbundled Elements

1.2.1 ATG will also be able to order services for unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements,

ATG will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. If no NDM interface exists or if ATG chooses to establish a separate NDM interface, ATG must request an NDM facility. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.

- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to ATG or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to ATG must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. ATG will be able to obtain this customer information after GTE has received the customer's written consent as specified in Article VI.3.3. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ATG data. If known, the LSR should include the telephone number and due date/desired due date.

- 1.2.3 While ATG would have its own customer information and may have the SAG/GTE products on tape from GTE, ATG would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to ATG. GTE itself does not have uniform access to this information electronically. Until GTE and ATG have agreed and established electronic interfaces, ATG agrees that a toll free number is the method that will be used. The toll free telephone number will connect ATG directly to GTE's NOMC service representatives. When ATG receives a request for basic services from a new local service customer, ATG will call GTE's NOMC through the toll free number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, ATG will give GTE the new customer's name, service address and type of requested service (i.e., R1, B1). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until ATG sends

the confirming LSR. ATG will then return to its customer holding on the line and provide the due date and new telephone number.

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

If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.

- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to ATG a service completion report. Call records for actual service provided to ATG's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for unbundled elements and local number portability. CBSS will create a bill to ATG for unbundled elements along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (incollect usage data will be provided on rated basis) on ATG's accounts will be generated and transmitted electronically to ATG.
- 1.2.10 Deleted, intentionally left blank.
- 1.2.11 GTE will provide ATG with detailed monthly billing information in a paper format until an agreed upon Electronic Data Interchange 811 electronic bill format is operational.
- 1.2.12 State or sub-state level billing will include up to ten (10) summary bill accounts.
- 1.2.13 GTE accepts ATG's control reports and agrees to utilize industry standard return codes for unbillable messages. Transmission will occur via the NDM. Tape data will conform to Attachment "A" of the LRDTR. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. GTE contacts will be provided for sending/receiving usage files.
- 1.2.14 GTE will retain data backup for 45 Business Days.

- 1.2.15 In addition to the LSR delivery process, ATG will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE via the LSR ordering process over the NDM. GTE will provide listings service via its "listing continuity" offering.
- 1.2.16 Charges and credits for PIC changes ordered via an LSR will appear on the wholesale bill. As ATG places a request for a PIC change via LSR, the billing will be made on ATG account associated with each individual end user. GTE will process all PIC changes from IXCs that are received for ATG end users by rejecting back to the IXC with the ATG OCN. Detail is provided so that ATG can identify the specific charges for rebilling to their end user.
- 1.2.17 CMDS. The parties will provide for the distribution of intraLATA CMDS incollect messages and/or selected local measured service messages as follows:
- 1.2.17.1 Messages to be Screened. GTE receives CMDS I transmissions containing intraLATA incollect messages from the state RBOC CMDS host each business day. Per ATG's request, GTE will screen the incollects by NPA and line number and accumulate the Collect, Third Number Billed and Credit Card (collectively called incollects) messages in a data file. The screening will be for end users who have chosen ATG as their local service provider through a Resale or Unbundled Network arrangement. The screened incollect messages and any Local Measured Service (LMS) usage will be accumulated and forwarded to ATG. The Parties will mutually agree on the frequency of the data exchange and the method of transmission (i.e., magnetic tape or direct electronic transmission). GTE will forward the screened messages in the industry standard EMR format. GTE intraLATA toll messages that are recorded by GTE and dialed on a one plus or zero plus basis are not part of this section and will not be screened.
- 1.2.17.2 Compensation. GTE will bill ATG monthly for all services related to the screening, accumulating, processing and transmitting of incollect messages and LMS usage, if applicable, at a reasonable and mutually agreeable charge. In addition, any message processing fee associated with ATG's incollect messages that are charged to GTE by the CMDS Host will be

passed on to ATG on the monthly statement. All revenue, surcharges, taxes and any other amounts due to the CMDS Host for ATG's incollect messages will be billed on the monthly statement. It is ATG's responsibility to bill and collect all incollect and LMS amounts due from its end users. The incollect and LMS revenue amounts that are listed on the monthly invoice are payable to GTE in total. The Parties agree that the arrangement for invoicing the incollect and LMS revenue amounts due GTE is not a settlement process with ATG.

1.2.17.3 Administration. The Parties agree to develop a process whereby ATG's end user information is available in a timely manner to allow GTE to build tables to screen the CMDS incollect files and LMS files on behalf of ATG.

1.2.18 Backbilling. GTE shall bill ATG on a timely basis. In no case shall GTE bill ATG for previously unbilled charges that are for more than six months prior to the current bill date.

1.3 Order Processing.

1.3.1 Order Expectations. ATG agrees to warrant to GTE that it is a certified provider of telecommunications service. ATG will document its Certificate of Operating Authority on the CLEC Profile and agrees to update this CLEC Profile as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to submitting an order under this Agreement, ATG shall obtain such documentation as may be required by state and federal laws and regulations.

1.3.2 GTE shall provide ATG with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. The Parties adopt the OBF LSR and DSR forms for the ordering, confirmation and billing of unbundled services. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.

- 1.3.3 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.
- 1.3.4 GTE will provide current GTE customer proprietary network information (name, address, telephone number and description of services provided by GTE including PIC and white page directory listing information) as provided in Article VI, Section 3. The return of customer information will be via facsimile or via electronic transmission.
- 1.3.5 Transfer Between Local Service Providers - GTE will provide a displacement/out service report to a Local Service Provider (LSP) whenever an end user leaves that LSP and procures service from another LSP. When an ATG end user changes to another LSP, GTE will notify ATG when such activity occurs.

2. Maintenance Systems.

2.1 General Overview

- 2.1.1 If ATG requires maintenance for its local service customers, ATG will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is an ATG customer and will then obtain the necessary information from ATG to process the trouble report. While the ATG representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while ATG representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide ATG representatives a commitment time for repair, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. ATG's repair service commitment times will be within the same intervals as GTE provides to its own end users. Maintenance and repair of GTE facilities is the responsibility of GTE and will be performed at no incremental charge to ATG. If, as a result of an ATG-initiated trouble report, trouble is found to be the responsibility of ATG (e.g., non-network cause) GTE will charge ATG for trouble

isolation. ATG will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. ATG will be assigned a customer contact center when initial service agreements are made.

- 2.1.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide the ATG representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 GTE then will process all ATG trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to ATG becomes in jeopardy, GTE service representatives will contact ATG by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared ATG trouble reports, GTE service technicians will make a telephone call to ATG directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by ATG. If ATG is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, ATG may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will provide electronic interface access to operation support systems functions which provide the capability to initiate, status and close a repair trouble ticket. GTE will not provide to ATG real time testing capability on ATG end user services. GTE will not provide to ATG an interface for network surveillance (performance monitoring).
- 2.1.6 GTE will resolve repair requests by or for ATG local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for ATG using the same time parameters and procedures that GTE uses. ATG then would call GTE's Customer Care Center or SSCC while the customers were on hold.

- 2.2 Network Management Controls.
 - 2.2.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.
 - 2.2.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.
 - 2.2.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."
- 3. Electronic Interface. The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards and any FCC and Commission requirements.
 - 3.1 ATG shall have immediate access to the following OSS electronic interfaces that will provide functionality to enable ATG to service customers in an equal and non-discriminatory manner:
 - 3.1.1 Pre-Order functions, e.g., TN Assignment, DD Reservation, Address Validation, Product Availability, that are available on a dial-up or dedicated basis using the Secure Integrated Gateway System (SIGS).
 - 3.1.2 Order functions that are available on a dial-up or dedicated basis using CONNECT: Mail file transfer.
 - 3.1.3 Repair functions, e.g., trouble report repair functions, to allow ATG to determine status and close trouble reports.
 - 3.1.4 Electronic transfer of the ATG bill in electronic data 811 format.
 - 3.2 ATG may migrate to fully interactive system to system interconnectivity. GTE, with input from ATG and other carriers, shall provide general interface

specifications for electronic access to this functionality. These specifications will be provided to enable ATG to design system interface capabilities. Development will be in accordance with applicable national standards committee guidelines. Such interfaces will be available as expeditiously as possible.

- 3.3 ATG shall pay the costs and expenses for any new or modified electronic interfaces ATG requests that are unique to ATG and that GTE determines are technically feasible and GTE agrees to develop to the extent authorized by the FCC or the Commission; Provided, however, in the event that other LECs subsequently request any specific and unique interface for which GTE has previously been paid by ATG, for the first ten such LECs, GTE shall reimburse ATG for a pro rata portion of the amount previously paid by ATG, to the extent GTE is reimbursed by the LEC(s) for such interface. Costs for development of systems intended for common use by competing carriers will be assessed pursuant to the method of cost recovery authorized or established by the FCC or the Commission or based on a mutually agreed method of cost recovery.
 - 3.4 ATG shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE-provided interfaces as described in this Appendix.
4. GTE Initiated Electronic System Redesigns. GTE will not charge ATG when GTE initiates its own electronic system redesigns/reconfigurations.

APPENDIX I
SS7 SERVICES

**ARTICLE 1.
DEFINITIONS**

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

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

ARTICLE 2.
SERVICE DESCRIPTION

- 2.1 Provision. Subject to the terms and conditions of this Appendix, GTE agrees to provide the Service to ATG.
- 2.2 Interconnection. This Agreement is for ATG's interconnection with GTE at GTE's Bothell and Everett STPs to support local exchange services. ATG shall not submit signaling messages in support of interexchange services.
- 2.3 Service. The "Service" consists of the following:
- (a) Interconnection of GTE's CCS/SS7 network to ATG's CCS/SS7 network is via an "A" Link connection between ATG's SP or SSP and GTE's STP. The "A" Link connection is made by a dedicated 56 kbps channel between the SP or SSP and the STP. Any connection from an SSP or an SP to an STP pair will have a link to each individual STP (i.e., two (2) links). ATG and GTE shall mutually agree upon the location of the SPOI.
 - (b) Interconnection of GTE's CCS/SS7 network to ATG's CCS/SS7 network via a "B" Link connection between ATG's STPs and GTE's STPs. The "B" Link connection is a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have four (4) connections; i.e., one (1) link from each individual STP to each individual STP. ATG and GTE shall mutually agree upon the location of the SPOI.
 - (c) Local and IntraLATA call set-up signaling, allowing ATG to use the out-of-band trunk signaling provided by GTE's CCS/SS7 network to carry its calls on the intraLATA toll network.
 - (d) The Service shall include access to: (1) all switching systems served by a given STP which have been converted to SS7 signaling, including switching systems owned by other local service providers; (2) databases directly connected to a given STP, with the exception of 800/888 databases which can be accessed through any STP; (3) other local service provider STPs on an intraLATA basis; and (4) other Third Party local service provider STPs on an intraLATA basis.
 - (e) It is the responsibility of ATG to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to GTE's network. GTE agrees to deliver the information forwarded by ATG in the SS7 signaling message. ATG, by entering into this Agreement, agrees to deliver "privacy indicator" information forwarded by GTE in its signaling message.

- (f) ATG acknowledges that call set-up times may be greater when ATG employs intermediate access tandems (IATs) in its network.
 - (g) If selected on the order form attached to this Appendix, the Service shall also include IXC call set-up signaling service (ISUP) as described in Article 2.4 of this Appendix. Additional charges as set forth in Exhibit A shall apply.
- 2.4 ISUP Service Charge. This is an optional service that allows ATG to utilize SS7 signaling to an SS7 capable interexchange carrier (IXC) for Feature Group D access service and other intraLATA interexchange services. The ISUP service is a monthly charge.
- (a) The rate for ISUP signaling is per connection in situations when GTE does not provide any underlying call messages for ATG on GTE's network trunks. The rate for ISUP signaling is shown in Exhibit A.
 - (b) Where GTE has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, GTE shall provide call set-up signaling between ATG and the IXC.
 - (c) ATG agrees to provide to GTE such information as deemed necessary by GTE for network planning in connection with this offering and as may be requested by GTE from time to time.
 - (d) ATG must provide the Signaling Point Codes of the IXCs for which it is providing call setup via GTE's SS7 signaling network, so that GTE screening and translation tables can be updated.
- 2.5 Technical Specifications. The technical specifications for the Services described above are defined in Bellcore TR-TSV-000905. GTE will provide SS7 via OR-394-SS7 and/or OR-317-SS7 format(s).
- 2.6 Other Services. If ATG desires to order SS7-related services other than the Service, such services will be governed by separate agreements.
- 2.7 Applicable Traffic. The Service applies to the traffic of ATG and its subtending LECs only. ATG must provide GTE with thirty (30) calendar days' written notice and a letter of agency before the traffic of any party other than ATG or its subtending LECs may be transmitted through ATG's facilities on to GTE's SS7 network.

ARTICLE 3.
MANNER OF PROVISIONING

- 3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:
- (a) "A" Link sets from ATG's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,
 - (b) "B" Link sets from ATG's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.
- 3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.
- 3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.
- 3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) -Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between ATG and GTE.
- 3.5 56 kbps Channel. Unless ATG elects to provide such links, GTE shall provide two (2) or four (4) 56 kbps circuits as link facilities at rates set forth in Article 4 herein. If approved by GTE, ATG may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. **WHEN THIS OPTION IS CHOSEN, ATG UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, ATG must order DS1 (1.544 Mbps) service.
- 3.6 Multiplexing. Where technically required, GTE shall provide multiplexing arrangements to ATG at no charge.
- 3.7 Diversity. Where technically feasible and not unreasonably economically burdensome, GTE agrees to allow interoffice and intraoffice diversity.

ARTICLE 4.
RATES AND CHARGES

- 4.1 Payment. ATG agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A attached to this Appendix and made a part hereof.
- 4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Appendix. Thereafter, GTE shall give ATG sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to ATG, ATG may terminate this Appendix upon thirty (30) calendar days' advance written notice without penalties for either Party.
- 4.3 Rate Basis. The rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Appendix. If the Service becomes tariffed, ATG has the right to terminate this Appendix upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.
- 4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.
- 4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:
- (a) "A" Link connection - Charges for the "A" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.
 - (1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from ATG's SSP or SP.
 - (2) ATG will lease facilities between its SSPs/SPs and GTE's STPs.
 - (b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.
 - (1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from ATG's STPs.

- (2) ATG and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.
 - (c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.
- 4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.
- 4.7 Applicable Traffic. The rates apply only to the traffic of ATG and its subtending LECs. Any traffic from any other party will be subject to additional charges.

ARTICLE 5. ORDERING THE SERVICE

- 5.1 Order. To order the Service, ATG shall submit a completed CCS/SS7 Order Form to GTE. ATG may change its Service order by submitting a new Order Form which shall be effective when executed by both Parties. Service shall be implemented for ATG thirty (30) calendar days after the execution of this Agreement by both Parties.
- 5.2 Port Terminations. GTE shall reserve STP port terminations only upon receipt of a fully executed copy of this Agreement and the Order Form referred to in this Appendix. GTE shall reserve ports on a first come, first served basis. Should ATG fail to use a port within sixty (60) Business Days of availability, GTE may reassign the port and, ATG must resubmit an Order Form for interconnection.

ARTICLE 6. RESPONSIBILITIES OF GTE

- 6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or ATG facilities due to natural disasters, mass calling or national security demands.
- 6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore TR-TSV-000905 except as otherwise provided herein.
- 6.3 Invoice. GTE shall include with the monthly invoice such data GTE and ATG mutually agree is necessary for ATG to verify the accuracy of the billing it receives from GTE for the Service.

**ARTICLE 7.
RESPONSIBILITIES OF ATG**

- 7.1 Signaling Link. ATG shall provision the signaling links from its premises to the SPOIs in a manner technically compatible to the GTE network.
- 7.2 Privacy Indicator. ATG shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.
- 7.3 Accuracy of Information. ATG shall verify the accuracy of information provided by ATG concerning the Service ordered by ATG.
- 7.4 Forecast. ATG shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.
- 7.5 Changes. ATG agrees to inform GTE in writing at least thirty (30) Business Days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. ATG will provide the reason for the change in volume by individual SS7 service.

**ARTICLE 8.
SIGNALING POINT CODES**

- 8.1 Interconnection. ATG may utilize either the GTE CCS/SS7 network SPC or its own SPC for interconnection purposes when interconnecting its SPs or SSPs at the "A" Link level. ATG shall utilize its own SPC when interconnecting its STP at the "B" Link level. ATG agrees to obtain its own initial SPC if it has short or long range plans to provide its own STPs.
- 8.2 SPC. When the SPC is utilized, GTE shall be responsible for ATG code assignment. When ATG obtains its own SPC, ATG shall be responsible for code assignments and shall be responsible for notifying GTE and other CCS/SS7 network providers of such assignments.
- 8.3 SPC Change. Due to the complexities and potential ATG signaling network downtime required for changing working SPCs, ATG agrees to give GTE a written notice of an SPC

change as soon as possible but no later than thirty (30) Business Days prior to the effective date of the SPC change.

**ARTICLE 9.
MONTHLY BILLING**

Billing statements shall be rendered monthly by GTE to ATG. The monthly charge shall be the total of all monthly rate element charges associated with the Service. Payment to GTE for bills rendered to ATG shall be due thirty (30) calendar days after receipt of the invoice and ATG agrees to pay all billed amounts. Beginning the day after the due date of the bill, interest charges of twelve per cent (12%) per annum or the maximum allowed by law, whichever is less, shall be added to ATG's bill. Payments shall be applied to the oldest outstanding amounts first.

**ARTICLE 10.
LIABILITY AND INDEMNIFICATION**

- 10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.
- 10.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH AT SECTION 24.4 OF ARTICLE III OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- 10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition,

to the extent that the Parties' interests do not conflict, ATG shall defend GTE against all end users' claims just as if ATG had provided such service to its end users with its own employees. In any event, ATG shall assert its tariff limitation of liability for the benefit of both GTE and ATG.

- 10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision the Service.
- 10.5 No Warranties. IN ADDITION TO THE DISCLAIMER SET FORTH AT SECTION 24.3 OF ARTICLE III OF THE AGREEMENT, NEITHER GTE NOR ATG MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY Third Party CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS APPENDIX, THAT THE SERVICES PROVIDED UNDER THIS APPENDIX WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND ATG DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

ARTICLE 11. RESERVATION OF RIGHTS

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

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

For GTE:

For ATG:

GTE NORTHWEST INCORPORATED

ADVANCED TELCOM GROUP, INC.

(Signature of Authorized Agent)

(Signature of Authorized Agent)

(Printed Name of Authorized Agent)
Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection

(Printed Name of Authorized Agent)

(Title)

(Title)

(Date)

(Date)

EXHIBIT A

RATES AND CHARGES
for Interconnection at

GTE's Bothell and Everett STP's

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

APPENDIX J
POLE ATTACHMENT AGREEMENT

This Appendix is intentionally left blank. The Parties agree to negotiate the terms and conditions of this Appendix and to amend this Agreement accordingly.

APPENDIX K
CONDUIT OCCUPANCY AGREEMENT

This Appendix is intentionally left blank. The Parties agree to negotiate the terms and conditions of this Appendix and to amend this Agreement accordingly.

APPENDIX L
RECIPROCAL COMPENSATION FOR CALL TERMINATION
WHEN ATG USES GTE UNBUNDLED PORTS,
LOCAL SWITCHING & SHARED TRANSPORT

This Appendix is intentionally left blank. At such time as ATG desires to obtain unbundled ports, local switching, and shared transport from GTE, the Parties agree to negotiate the terms and conditions of this Appendix and to amend this Agreement accordingly. ATG shall not obtain unbundled ports, local switching, and shared transport from GTE until such amendment is effective.

APPENDIX 37A
 PERFORMANCE MEASURES

GTE PERFORMANCE MEASURES

PRE-ORDERING/ORDERING/PROVISIONING

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	National	Prompt transmission of Customer Service Record (CSR) Information	85% of CSR's sent to CLEC by the close of business on business day following receipt of request
2	GTE	National	Prompt transmission of Local Service Confirmation (LSC)	85% of LSC's sent to CLEC by the close of business on business day following receipt of request
3	GTE	State	Due Date commitments met	Percent of CLEC customers install, transfer, and change service orders for which service is installed by close of business on the committed due date is not more than 2.5% below the percent of GTE customers install, transfer, and change service orders
4	GTE	State	% reporting trouble within 30 days of the date installed - Designed	Percent of CLEC customers install, transfer, and change Designed service orders which are followed by a customer trouble report within 30 days of service

Measure No.	Obligation	Data Level	Measurement	Quality Standard
				order completion date is not more than 2.5% worse than the percent GTE customers install, transfer, and change Designed service orders which are followed by a customer trouble report within 30 days of service order completion
5	CLEC	National	Service Order discrepancy: LSR's issued without material errors	80% of LSR's initiated by CLEC do not contain an order discrepancy or error: 90% in 12 months. Final target - 95%
6	GTE	National	Average speed of answer per inquiry by GTE's call center within 20 seconds	80% of the time GTE will answer within 20 seconds

INTERCONNECTION

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	State	Trunk orders completed on or before the Committed Due Date	Percent of CLEC trunk orders completed by GTE on or before the commitment date is not more than 10% below the percent of FG B/D Switched access orders by all ordering companies completed by

Measure No.	Obligation	Data Level	Measurement	Quality Standard
				GTE on or before the commitment date
2	GTE	National	Firm Order Confirmation (FOC) on time delivery	Percent of CLEC trunk orders completed by GTE on or before the commitment date is not more than 5% below the percent of FG B/D Switched access by all ordering companies for which GTE sends FOC (within 5 days, or longer , as requested by CLEC)
3* Note: Can not report on this measure until end of 2nd QTR 1998.	CLEC	National	Service Order discrepancy: ASR's issued without material errors	80% of ASR's initiated by CLEC do not contain material error or result in discrepancy; 90% in 12 months. Final target 95%

MAINTENANCE/REPAIR

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	State	Percent Commitments Met	Percent of CLEC customers Network trouble reports where commitment was met more than 2.5% worse than the percent of GTE's customer Network trouble reports where commitment was met (excluding reports which are cleared CPE, CLEC customers error)
2	GTE	State	Average clearing time - Out of Service (OOS) - Designed	Average repair time (total number of elapsed hours/minutes for OOS CLEC customers Network trouble reports divided by total number OOS customer Network trouble reports) for CLEC customers is more than 10% of the average repair time for GTE customers (includes only "Designed" services)
3	GTE	State	Average clearing time - Out Of Service (OOS) - Non-Designed	Average repair time (total number of elapsed hours/minutes for OOS CLEC customers Network trouble reports divided by total number OOS customer Network trouble reports) for CLEC customers is more than 10% of the average repair time for GTE customers (includes only POTS and circuits which do

Measure No.	Obligation	Data Level	Measurement	Quality Standard
				not require a design)
4	GTE	State	Percent reports per 100 (Failure Frequency)	Percent of CLEC customers making trouble reports (total number of CLEC customers Network trouble reports divided by the total access lines multiplied by 100) is not worse than .5 percent points of the percentage of GTE customers making trouble reports
5	GTE	National	Average speed of answer per inquiry by GTE's call center within 20 seconds	80% of the time GTE will answer within 20 seconds
6	GTE	State	Percent repeat reports in 30 days	Percent of CLEC customers repeat trouble reports (total number of CLEC customers Network trouble reports which had a previous Network trouble report within the last 30 days divided by the total of customer Network trouble reports multiplied by 100) is not more than 2.5% worse than the percent of GTE customers repeat trouble reports

Note: Outage Credits: Local Service and Unbundled Network Elements: Outage Credits apply to interruptions of Local Services and Unbundled Network Elements in accordance with applicable Commission requirements. If a Local Service or Unbundled Network Element is interrupted, ATG will be entitled to outage credits. An interruption period begins when ATG reports to GTE that a Local Service or Unbundled Network Element is interrupted (or GTE has knowledge that an interruption has occurred through service monitoring or other means). An interruption period ends when the Local Service is repaired and returned to ATG. A Local Service or Unbundled Network Element is considered to be interrupted when there has been a loss of continuity, the Local Service or Unbundled Network Element does not operate in accordance with the applicable service standards, or it is otherwise unavailable for use by ATG. This definition is not intended to conflict with Commission requirements.

BILLING

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	GTE	National	Timeliness: Percentage of Service Order related Monthly recurring and Non recurring charges billed within 30 days from the LSR effective date.	GTE agrees to make an initial assessment of it's capability to measure the percent of dollar amount due for service orders billed in the current billing period in which the service order was completed. Quality Standard to be determined.
2	GTE	National	Timeliness: Percentage of IntraLata toll charges billed within 90 days from the date the call was recorded.	GTE agrees to make an initial assessment of it's capability to measure the percent of dollar amount due for Usage charges billed within 90 days from the date the service was rendered. Quality Standard to be determined.
3	GTE	National	Accuracy: Percent of wholesale charges billed accurately.	GTE agrees to make an initial assessment of it's capability to measure the percent of total Net dollars accurately billed, excluding bill correcting adjustments resulting from CLEC's inaccurate LSR's. Quality Standard to be determined.
4	GTE	National	Timeliness: Percentage of adjustments posted to the customers	GTE agrees to make an initial assessment of it's capability to measure the percent of all corrections and adjustments made within agreed time frames.

			wholesale bill within 60 days from receipt of a Billing Inquiry form.	Quality Standard to be determined.
5	GTE	National	Customer Usage Data: Timeliness: Delivery of all messages delivered within 5 days of when the message was recorded	GTE's initial service performance threshold will be 94% of all messages delivered within 6 days from when the message was recorded by GTE.
6	GTE	National	Customer Usage Data: Accuracy of transmitted customer Usage data	GTE's service delivery threshold will be established at 99% of recorded Usage data correctly transmitted to CLEC.

FORECASTING

Measure No.	Obligation	Data Level	Measurement	Quality Standard
1	CLEC	State	Service Units requirements accurately forecast all volumes for each month contained in the quarterly report.	Volume of CLEC's Service Units requirements in a month is not greater than 10% below the amount forecast by CLEC in it's most recent quarterly forecast (which shall have been made not later than 30 days prior to the quarter in question)

APPENDIX 46A
AT&T TERMS

The rates, terms, and conditions referred to in this Appendix 46A are effective and replace or supplement the correlative rates, terms, and conditions set forth in the "GTE Terms" listed in Appendix 46B, as and when provided by Article III, Section 46, of this Agreement, and only until, as long as, and under the conditions prescribed by Article III, Section 46.

1. Unbundled Local Loops. The following rates in Annex 1 to Appendix 2 to Attachment 14 of the AT&T Agreement will apply instead of the rates in Appendix F of this Agreement:

2 Wire Analog Loop	\$13.82
2 Wire Digital Loop	\$13.82
Loop Distribution	\$ 8.11 per line per month
Loop Concentrator/Multiplexer	\$ 2.37 per line per month
Loop Feeder	\$ 2.71 per line per month

2. Unbundled NID. The following rates in Annex 1 to Appendix 2 to Attachment 14 of the AT&T Agreement will apply instead of the rates in Appendix F to this Agreement:

Basic NID	\$ 0.62
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3. Unbundled Port and Local Switching. The following rates in Annex 1 to Appendix 2 to Attachment 14 of the AT&T Agreement will apply instead of the rates in Appendix F of this Agreement as and when provided by Article VII, Section 2.2.1:

Basic Analog Line Side Port	\$ 1.29
Local Central Office Switching	\$ 0.0030
Shared Transport Termination	Not applicable
Shared Transport Facility	\$ 0.00064 per minute Per leg
Tandem Switch	\$.0064 mou

4. Unbundled Interoffice Dedicated Transport. The following rates in Annex 1 to Appendix 2 to Attachment 14 of the AT&T Agreement will apply instead of the rates in Appendix F of this Agreement:

IDT DSO Transport Facility	\$ 3.87
IDT DSO Transport Termination	Not Applicable

5. Non-Recurring Charges. The following rates in Annex 1 to Appendix 2 to Attachment 14 of the AT&T Agreement will apply instead of the rates in Appendix F to this Agreement:

Service ordering (loop or port):

Initial Service Order	\$47.25 per order
Transfer of Service Charge	\$16.00 per order
Subsequent Service Order	\$24.00 per order
Customer Service Record Research	\$ 5.25 per request

Installation:

Unbundled Loop	\$11.25 per loop
Unbundled Port	\$11.25 per port

Loop Facility Charge \$66.00 per order

The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

APPENDIX 46B
GTE TERMS

Pursuant to Article III, Section 46 of this Agreement and subject to all of the terms and conditions of that Section 46, the rates, terms, and conditions referred to in this Appendix 46B are not currently effective and have been replaced or supplemented by the correlative rates, terms, and conditions set forth in the " AT&T Terms" listed in Appendix 46A, as provided in Article III, Section 46, and only until, as long as, and under the conditions prescribed by Article III, Section 46. Pursuant to Article III, Section 46, the following terms shall be applied in the event the " AT&T Terms" are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

<u>Issue</u> <u>Description</u>	<u>GTE Agreement</u> <u>Reference</u>
1. The rates for unbundled local loops.	The rates in Appendix F of this Agreement will apply.
2. The rates for unbundled NIDs.	The rates in Appendix F of this Agreement will apply.
3. The rates for unbundled ports and local switching	The rates in Appendix F of this Agreement will apply as and when provided by Article VII, Section 2.2.1.
4. The rates for unbundled dedicated interoffice transport.	The rates in Appendix F of this Agreement will apply.

**AGREEMENT
BETWEEN
GTE NORTHWEST INCORPORATED
AND
ADVANCED TELCOM GROUP, INCORPORATED
SUPPLEMENTING ADOPTED TERMS**

THIS AGREEMENT is by and between GTE Northwest Inc. ("GTE") and Advanced Telcom Group, Inc. ("ATG"), GTE and ATG being referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services in the state of Washington (the "State").

WHEREAS, ATG has adopted terms (the "Adopted Terms")¹ of the Interconnection, Resale and Unbundling Agreement between GTE and Electric Lightwave ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Commission's Order dated May 12, 1999 in Docket No. UT-980370 and ATG's adoption of the Adopted Terms has been filed with the Washington Utilities and Transportation Commission for approval;

WHEREAS, subsequent to the filing of the Adopted Terms, representatives of the Washington Commission have requested that the Parties supplement the Terms with this Agreement;

WHEREAS, subsequent to the filing of the Underlying Agreement, it has been determined that the definition of "Commission" is incorrect and the Parties now wish to correct the definition; and,

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

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

1. Article II, Section 1.15 of the Adopted Terms shall be deleted in its entirety and replaced by the following language: "Commission" means the Washington Utilities and Transportation Commission.
2. Article III, Section 2.1 of the Adopted Terms shall be partially deleted and thereby modified to read as follows: Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date established pursuant to section 33 of this Article III.

¹ The Parties' reservation of rights and positions regarding the Terms set forth in the Adoption Letter or otherwise, are incorporated by reference and restated as if fully set forth herein.

3. Article III, Section 2.2 of the Adopted Terms shall be deleted in its entirety and replaced by the following language: Renegotiation. If either Party seeks to renegotiate, extend or amend this Agreement, it must provide written notice thereof to the other Party no later than nine (9) months prior to the Termination Date. Any such request shall be deemed by both Parties to be a good faith request for negotiations pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If either Party makes such request, this Agreement may remain in effect for a period not to exceed three (3) months following the Termination Date, for the purpose of incorporating into the new agreement any arbitration decision or related order issued within three (3) months prior to the end of such nine (9) month period.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

GTE NORTHWEST INCORPORATED

ADVANCED TELCOM GROUP, INC.

By: Connie Nicholas

By: Kathryn L. Thomas

Name: Connie Nicholas

Name: Kathryn L. Thomas

Title: Assistant Vice President
Wholesale Markets-Interconnection

Title: VP-Regulatory & Public Policy

Date: March 8, 2000

Date: 2/29/00

*GTE has agreed to allow this Agreement to become effective upon execution in order to permit ATG to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. In light of this, ATG hereby agrees that its obligations as set forth in the Adopted Terms shall remain in effect notwithstanding the Commission's possible rejection of this Agreement.

APPROVED BY	
LCCAL DEPT.	
<u>TOP</u>	<u>3.6.00</u>
ATTORNEY	DATE

**AGREEMENT
BETWEEN
GTE NORTHWEST INCORPORATED
AND
ADVANCED TELCOM GROUP, INCORPORATED
SUPPLEMENTING ADOPTED TERMS**

THIS AGREEMENT is by and between GTE Northwest Inc. ("GTE") and Advanced Telcom Group, Inc. ("ATG"), GTE and ATG being referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services in the state of Washington (the "State").

WHEREAS, ATG has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between GTE and Electric Lightwave (ELI) ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Commission's Order dated May 12, 1999 in Docket No. UT-980370 and ATG's adoption of the Adopted Terms has been filed with the Washington Utilities and Transportation Commission for approval;

WHEREAS, subsequent to the approval of the Underlying Agreement and the adoption of the Adopted Terms, ATG notified GTE that it desired to supplement the Terms with this Agreement because the Federal Communications Commission ("FCC") issued new rules regarding collocation on March 31, 1999 in the proceeding captioned as *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 99-48 (the "FCC Collocation Rules"); and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms to reflect the FCC Collocation Rules as follows.

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

1. The Parties agree that the terms and conditions in Attachments 1 and 2 to this Agreement shall govern the provision of collocation services.
2. For administrative ease, and without waiving their rights to challenge the legality of the Adopted Terms, the Parties have agreed to apply the Adopted Terms to the provision of collocation, except to the extent inconsistent with any terms and conditions contained herein or in Attachments 1 and 2.¹ Specifically, the Parties have agreed that this Agreement, including

¹ The Parties' reservation of rights and positions regarding the Terms set forth in the separately executed Adoption Letters of GTE and ATG as filed with the Commission, are incorporated by reference and restated as if fully set forth herein. Furthermore, notwithstanding this Agreement, the Parties do not waive, and hereby expressly reserve, the right to challenge the FCC Collocation Rules and/or whether this Agreement meets the requirements of those

Attachments 1 and 2, shall supersede Article IX of the Adopted Terms in its entirety. If a Party disputes the application of a specific term or condition in Attachments 1 and 2, that Party may exercise any and all legal rights available to it to resolve the dispute, subject to the requirements of the Adopted Terms.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

GTE Northwest Incorporated.

Advanced TelCom Group, Incorporated

By: Connie Nicholas

By: Kathryn L. Thomas

Name: Connie Nicholas

Name: Kathryn L. Thomas

Title: Assistant Vice President
Wholesale Markets-Interconnection

Title: VP-Regulatory & Public Policy

Date: March 8, 2000

Date: 2/29/00

*GTE has agreed to allow this Agreement to become effective upon execution in order to permit ATG to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. In light of this, ATG hereby agrees that its obligations regarding indemnification, insurance and confidentiality set forth in Sections 7, 8 and 9 of Attachment 1 shall remain in effect notwithstanding the Commission's possible rejection of this Agreement.

APPROVED BY LEGAL DEPT.	
TDP	3-6-00
ATTORNEY	DATE

Rules. Finally, the Parties further expressly reserve their rights pursuant to the Adopted Terms, in the event that such Rules are later modified or eliminated due to changes in legal requirements.

ATTACHMENT 1

COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Attachment 1 and other applicable requirements of this Agreement. Collocation provides for access to those GTE wire centers or access tandems listed in the NECA, Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs). Collocation shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within GTE wire center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE wire center or access tandem. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions.

GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The HC and GC(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged collocation as described in this Attachment 1 will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1 below.

2.3 Subleased Caged.

Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in GTE's wire center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The CLEC would sublease the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The third party(s) must each be independently collocated within the subleased caged space and interconnected to GTE's network for the purposes set forth in this Agreement. The CLEC is solely responsible for determining whether to sublease a shared caged

collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). The CLEC and third party(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Attachment 1 will apply to subleased caged collocation requirements. For additional details on subleased caged collocation, see GTE's CSP.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, the CLEC's bay will be segregated by at least one vacant bay from GTE's own equipment unless no other collocation space is available. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation, see GTE's CSP, which is described in Section 3.1 below.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The terms of this Attachment 1 shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for ATG to contact to place a request for collocation. The point of contact will provide ATG with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.

- 3.1.2 Application Form/Fee. ATG requesting collocation at a wire center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Attachment 2 described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require ATG to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. ATG will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements or to refuse an application where extensive modifications are required. Any such charges shall be noticed to the CLECs.
- 3.1.3 Notification of Acceptance/Rejection. GTE will notify ATG in writing within fifteen (15) days following receipt of the completed application if ATG's requirements cannot be accommodated as specified. Should ATG submit ten (10) or more applications within a ten (10) day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.
- 3.1.4 Changes. The first application form filed by ATG shall be designated the original application. Original applications for collocation arrangements for sites that have not been inspected and approved by ATG and GTE are subject to requests for minor or major changes to the site requested in the application. Changes will not be initiated until a completed application has been submitted along with appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power; heating, ventilation, and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of ATG, major changes may be handled in one of the following two methods to the extent technically feasible.

- (a) Method 1: Additional Application. ATG may elect to have a major change to its original collocation application treated by GTE as a separate, additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering Fee, GTE will notify ATG in writing within fifteen (15) days following receipt of the completed additional application if the ATG additional requirements can or cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.
- (b) Method 2: Supplemental Application. ATG may elect to have a major change to its original collocation application treated by GTE as a supplemental application. A supplemental application may affect GTE's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, GTE will notify ATG in writing within fifteen (15) days following receipt of the completed supplemental application if ATG requirements can or cannot be accommodated as specified. Upon notification that GTE can accommodate the requirements of the supplemental application, ATG

may elect to proceed with the supplemental application. GTE's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

- (c) Minor changes are those requests that do not require additional AC or DC power, HVAC upgrades, or changes in cage/floor space. The ATG will be required to submit a revised application but the deliverable dates for the project will not change.

3.2 Space Availability.

GTE will notify ATG within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify ATG in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide ATG with a price quote for collocation services required to accommodate ATG's request within thirty (30) days of ATG's application date. GTE reserves the right to change the price quote at any time prior to acceptance by ATG. If the quote is not accepted by ATG within such ninety (90) day period, ATG will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, ATG will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

- 3.5.1 Major Augments are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the caged floor space over what ATG requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.
- 3.5.2 Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase the caged floor space, over what ATG requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for

CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require GTE to perform a service or function on behalf of ATG including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DS0, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by ATG, that do not require GTE to provide a service or function on behalf of ATG, including but not limited to, requests to install additional equipment in ATG cage. Prior to the installation of the additional equipment, ATG agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in ATG's collocation arrangement. Once the equipment list is submitted to GTE, ATG may proceed with the augment. ATG agrees that changes in equipment provided by ATG under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Company inspection, in accordance with term of this contract for the purpose of ensuring compliance with Company safety standards.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where ATG seeks to expand its existing collocation space, GTE shall make contiguous space available to the extent possible; provided, however, GTE does not guarantee contiguous space to ATG to expand its existing collocation space. ATG requests for expansion of existing space within a specific wire center or access tandem will require the submission of an application form and the appropriate Major Augment fee.

3.7 Relocation.

ATG requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. ATG will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs, as set forth in Attachment 2 described in Section 6.1, associated with the ordered collocation services, GTE will:

- (a) Schedule a meeting with ATG to determine engineering and network requirements.
- (b) Initiate the necessary modifications to the wire center or access tandem to accommodate ATG's request.
- (c) Work cooperatively with ATG to ensure that services are installed in accordance with the service requested.

ATG is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. ATG shall meet with GTE, if requested by GTE, to review design and work plans for installation of ATG's designated equipment within GTE premises. GTE and ATG must meet and begin implementation of the ASR within six (6)

months of receipt of the collocation application form and engineering fee(s) set forth in Attachment 2 described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. ATG is responsible to have all cables and other equipment to be furnished by ATG ready for installation on the date scheduled. If ATG fails to notify GTE of a delay in the installation date, ATG will be subject to the appropriate additional labor charge set forth on Attachment 2 described in Section 6.1.

4.2 Space Preparation.

4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or ATG may subcontract this work to a GTE approved contractor.

4.2.2 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where ATG shall collocate its equipment. GTE shall provide, at the rates set forth in Attachment 2 described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to ATG's equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem. Standard 48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform ATG of the time estimates as soon as possible. GTE shall complete delivery of the floor space to ATG within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to ATG beginning the installation of its equipment in a cage, bay or cabinet, ATG and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by ATG, billing will be initiated, access cards will be issued and ATG may begin installation of its equipment.

4.3 Equipment and Facilities.

4.3.1 Purchase of Equipment. ATG will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If ATG chooses, GTE will assist ATG in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of ATG's equipment and provided facilities for collocation.

4.3.2 Permissible Equipment. ATG is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. ATG shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements. ATG may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.

- 4.3.3 Specifications. ATG's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All CLEC equipment used for caged and cageless collocation must be tested to, and expected to meet, one of the following requirements as described in the CSP: (a) be tested to, and fully meet, Network Equipment Building Systems (NEBS) Level 3 requirements; or (b) be tested to, and meet, at least the NEBS Level 1 family of requirements as described in Bellcore Special Report SR-3580, plus specific additional risk/safety/hazard criteria specified in the CSP. Equipment that does not conform to this requirement must be installed in a compliant NEBS Level 3 cabinet. However, any CLEC equipment that does not conform to NEBS Level 1 will not be allowed to be installed.

GTE reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of ATG facilities or equipment which does not meet or comply with: (a) fire and safety codes; (b) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (c) GTE practices for AC/DC bonding and grounding requirements; and/or (d) the industry standard requirements shown in the following publications:

- (a) TR-NWT-000499
- (b) TR-NWT-000063
- (c) TR-TSY-000191
- (d) TR-TSY-000487
- (e) TR-NPL-000320
- (f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)
- (g) ANSI T1.102
- (h) UL 94

More detailed specifications information will be provided to ATG in the CSP.

- 4.3.4 Cable. ATG is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth in the CSP) are required to reduce the possibility of interference. ATG is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing ATG's fire retardant riser cable from the cable vault to the collocation space. GTE is responsible for installing ATG provided fiber optic cable in the cable space or conduit from the first manhole outside of the wire center or access tandem into the wire center or access tandem. This may be shared conduit with dedicated inner duct. Where ATG is providing underground fiber optic cable in the first manhole outside of the wire center or access tandem, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem to ATG's collocation space. Due to

physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact ATG in the event ATG's equipment disrupts the network. If GTE is unable to make contact with ATG, GTE shall temporarily disconnect ATG's service, as provided in Section 4.7. GTE will notify ATG as soon as possible after any disconnects of ATG's equipment.

- 4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. ATG will not be permitted to splice fiber optic cable in the first manhole outside of the wire center or access tandem. Where ATG is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem to ATG's collocation space. GTE is responsible for installing a cable splice, if necessary, where ATG provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where ATG-owned cable facilities connect to GTE termination equipment. The demarcation point for ATG is ATG's terminal equipment or interconnect/cross connect panel within ATG's cage, bay/frame or cabinet. ATG must tag all entrance facilities to indicate ownership. ATG will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.
- 4.3.7 Staging Area. For caged and cageless collocation arrangements, ATG shall have the right to use a designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during ATG's equipment installation work in the collocation space. ATG is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. ATG will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. ATG may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess ATG a market value lease rate for the area occupied by the trailer.
- 4.3.8 Testing. Upon installation of ATG's equipment, and with prior notice, GTE will schedule time to work with ATG during the turn-up phase of the equipment to ensure proper functionality between ATG's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of ATG to provide their own monitor and test points, if required, for connection directly to their terminal equipment.
- 4.3.9 Collocator to Collocator Interconnect Arrangements. GTE shall provide, upon ATG's request, a Collocator to Collocator Interconnect arrangement between ATG's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, ATG must submit an Application Form, ASR, and a Minor Augment fee. GTE will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator

Interconnect arrangement, if required, and determining the appropriate cable route. ATG has the option of providing all cables and connectors and the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If GTE provides the cables and connectors and/or pulls the cable, the applicable cable and labor rates will be applied.

4.4 Access to Collocation Space.

GTE will permit ATG's employees, agents, and contractors approved by GTE to have direct access to ATG's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. ATG's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to ATG, to access ATG's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where ATG shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany ATG's personnel.

4.5 Network Outage, Damage and Reporting.

ATG shall be responsible for: (a) any damage or network outage occurring as a result of ATG owned or ATG designated termination equipment in GTE wire center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to ATG service.

4.6 Security Requirements.

4.6.1 Background Tests; Training. All employees, agents and contractors of ATG must meet certain minimum requirements as established in GTE's CSP. At the time ATG places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, ATG must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. ATG agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide ATG with written notice of such changes. Where applicable, GTE will provide information to ATG on the specific type of security training required so ATG's employees can complete such training.

4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any ATG employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of ATG are required to meet the same security requirements and adhere to the same work rules that GTE's employees and

contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for ATG's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause; and (b) to provide a GTE employee, agent or contractor to accompany and observe ATG at no cost to ATG. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals for ATG for each GTE wire center or access tandem. All ATG employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of ATG. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide ATG with instructions and necessary access cards or keys to obtain access to GTE buildings. ATG is required to immediately notify GTE by the most expeditious means, when any ATG's employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. ATG is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings upon termination of employment of ATG's employee and/or termination of service. ATG shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of ATG or ATG's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

ATG is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. ATG will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify ATG in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to ATG as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact ATG's facilities or equipment and its ability to provide service. GTE will restrict access to ATG's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access ATG's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by ATG or ATG's equipment upon the operation of GTE's equipment, facilities and/or employees located outside ATG's collocation space. GTE will notify ATG as soon as possible when such an event has occurred. In case of a GTE work stoppage, ATG's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect ATG's access to its premises, or ability to provide service. ATG will notify GTE point of contact of any work stoppages by ATG employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit ATG to secure collocation space on a the first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

<http://www.gte.com/Regulatory>

Where GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the wire center or access tandem; and (b) allow ATG to tour the entire premises of the wire center or access tandem, without charge, within (10) business days of the tour request.

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to ATG at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to ATG will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where available. Additional space can be requested by ATG by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Attachment 2 described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and ATG will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, ATG shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. ATG shall use the collocation space solely for the purposes of installing, maintaining and operating ATG's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. ATG shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as ATG's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as ATG's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its

own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future caged and cageless collocation requests. ATG shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with ATG to determine an alternative arrangement for the specific location. ATG will be allowed to reserve collocation space for its caged/cageless arrangements based on ATGs documented forecast provided GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing ATG equipment.

5.5 Collocation Space Report.

Upon request by ATG and upon ATG signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to ATG within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee contained in Attachment 2 will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, ATG must have started installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date ATG accepts the collocation arrangement. If ATG does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse ATG for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Attachment 2 attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Attachment 2, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to ATG when GTE provides ATG access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

ATG shall be responsible for payment of the site preparation charge with respect to: (i) each original application; and (ii) each additional application or augment application which involves expansion of existing square footage or additional bays. The site preparation charge is a nonrecurring charge designed to recover GTE's costs associated with preparing wire center(s) or access tandem(s) to accommodate collocation. For caged collocation arrangements (including shared and sublease arrangements), the site preparation charge shall be applied on a per square foot basis. For cageless collocation arrangements, the site preparation charge shall be applied on a per bay basis. Site preparation rates are specified in Attachment 2.

7. Indemnification.

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

- 7.1 ATG shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by ATG or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of ATG's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) ATG's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of ATG, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

7.2 Subject to any limitations of liability set forth in this Agreement, GTE shall be liable to ATG only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to ATG designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to ATG or its customers for any interruption of ATG's service or for interference with the operation of ATG's designated facilities arising in any manner out of ATG's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by ATG or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by ATG, even if GTE has been advised of the possibility of such loss or damage. GTE's failure to meet any of its obligations under this Agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God or any circumstances beyond GTE's reasonable control.

8. Insurance.

8.1 Coverage Limits. ATG shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

- (a) Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.
- (b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (a) above.
- (c) All Risk Property coverage on a full replacement cost basis insuring all of ATG's real and personal property located on or within GTE wire centers. ATG may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
- (d) Statutory Workers Compensation coverage.
- (e) Employers Liability coverage in an amount of \$500,000 each accident.
- (f) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary, the coverage requirements described in (c)-(f) above shall only be required if ATG orders collocation services pursuant to this Attachment 1. The minimum amounts of insurance required in this section, may be satisfied by ATG purchasing primary coverage in the amounts specified or by ATG buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at ATG's option, so long as the total amount of insurance meets GTE's minimum requirements.

8.2 Deductibles. Any deductibles, self-insured retentions (SIR), loss limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to GTE, and GTE reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the ATG.

- 8.3 Additional Insureds. GTE and its affiliates (which includes any corporation controlled by, controlling or in common control with GTE Corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by ATG. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that GTE has secured to protect itself. All of the insurance afforded by the ATG shall be primary in all respects, including ATG's Umbrella/Excess Liability insurance. GTE's insurance coverage shall be excess over any indemnification and insurance afforded by ATG and required hereby.
- 8.4 Waiver of Subrogation Rights. ATG waives and will require all of its insurers to waive all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.
- 8.5 Evidence of Insurance. All insurance must be in effect on or before GTE authorizes access by ATG employees or placement of ATG equipment or facilities within GTE premises and such insurance shall remain in force as long as ATG's facilities remain within any space governed by this Agreement. If ATG fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from ATG. Failure to make a timely reimbursement will result in disconnection of service. ATG agrees to submit to GTE a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that GTE will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal. At least thirty (30) days prior to the expiration of the policy, GTE must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At GTE's request, ATG shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that GTE has been named as an additional insured, prior to commencement of any service. In no event shall permitting ATG access be construed as a waiver of the right of GTE to assert a claim against ATG for breach of the obligations established in this section.
- 8.6 Compliance Requirements. ATG shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming GTE (including GTE Corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, ATG shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At GTE's request, ATG shall supply to GTE copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. ATG must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed to or shall hereafter agree to.

9. Confidentiality.

In addition to its other confidentiality obligations hereunder, ATG shall not use or disclose and shall hold in confidence all information of a competitive nature provided to ATG by GTE in connection with collocation or known to ATG as a result of ATG's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of ATG's equipment to GTE's facilities.

Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by ATG in connection with collocation or known to GTE as a result of the interconnection of ATG's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and ATG on a need to know basis only. Neither GTE nor ATG shall be obligated to hold in confidence information that:

- (a) Was already known to ATG free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or
- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty.

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of ATG, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to ATG as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. ATG shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, ATG shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of ATG's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with ATG to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to ATG detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against ATG in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by ATG which were because any period after such date shall be returned to ATG.

11. Termination of Service.

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon ATG's compliance with the terms and conditions of this Attachment 1 and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of ATG to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event ATG: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

11.2 Effects of Termination. Upon the termination of collocation service, ATG shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove ATG's equipment if ATG fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. ATG will be charged the appropriate additional labor charge in Attachment 2 for the removal of such equipment. Upon removal by ATG of all its equipment from the collocation space, ATG will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Attachment 2. Upon termination of collocation services, ATG relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. ATG does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that ATG requires use of a GTE local exchange line, ATG must order a business local exchange access line (B1). ATG may not use GTE official lines.

ATTACHMENT 2
COLLOCATION RATES

CAGED COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	\$200.00
Access Card Administration	per card	NRC	\$21.00
Cage Fencing 100 & Over Square Feet Floor Space	1 SF fencing	NRC	\$11.00
Cage Fencing 75 - 99 Square Feet Floor Space	1 SF fencing	NRC	\$12.00
Cage Fencing 50 - 74 Square Feet Floor Space	1 SF fencing	NRC	\$13.00
Cage Fencing 25 - 49 Square Feet Floor Space	1 SF fencing	NRC	\$16.00
Cage Gate	per gate	NRC	\$592.00
Cage Grounding Bar	per bar	NRC	\$1,198.00
BITS Timing	per project	NRC	\$275.00
Cage Site Preparation Charge (Initial 100 SF)	per sq ft	NRC	\$336.00
Incremental Caged Site Preparation Charge (over 100 SF)	per sq ft	NRC	\$42.00
Cable Support Charge	per project	NRC	\$9,770.00
Fiber Cable Pull - Engineering	per project	NRC	\$607.00
Fiber Cable Pull - Place Innerduct	per lin ft	NRC	\$2.00
Fiber Cable Pull - Labor	per lin ft	NRC	\$1.00
Fiber Cable Pull - Cable Fire Retardant	per occurrence	NRC	\$42.00
Engineering Cost - Fiber Splice	per project	NRC	\$31.00
Fiber Cable Splice	per fiber	NRC	\$66.00
DC Power	per 40 amps	NRC	\$2,731.00
Cable Material Charge	per project	NRC	\$9,404.00
Caged Floor Space	per sq ft	MRC	\$5.00
Cable Subduct Space - Manhole	per project	MRC	\$6.00
Cable Subduct Space	per lin ft	MRC	\$0.03
Fiber Cable Vault Splice - 48 Fiber-Material	per splice	MRC	\$10.00
Fiber Cable Vault Splice - 48 Fiber	per subduct	MRC	\$1.00
Fiber Cable Vault Splice - 96 Fiber-Material	per splice	MRC	\$27.00
Fiber Cable Vault Splice - 96 Fiber	per subduct	MRC	\$1.00
Cable Rack Space - Metallic	per occurrence	MRC	\$58.00
Cable Rack Space - Fiber	per innerduct ft	MRC	\$0.02
DC Power	per 40 amps	MRC	\$585.00
Facility Termination - DS0	per 100 pr	MRC	\$4.00
Facility Termination - DS1	per 28 pr	MRC	\$17.00
Facility Termination - DS3	per DS3	MRC	\$12.00
BITS Timing	per occurrence	MRC	\$11.00
Collocation Space Report	per CO requested	NRC	\$1,624.00
Misc Svcs-Labor-Basic Bus Day-First 1/2 Hr	per Technician	NRC	\$42.82
Misc Svcs-Labor-Basic Bus Day-Each Additional 1/2 Hr	per Technician	NRC	\$21.41
Misc Svcs-Labor-OT Non-Bus Day - First 1/2 Hr	per Technician	NRC	\$100.00
Misc Svcs-Labor-OT Non-Bus Day - Each Addt'l 1/2 Hr	per Technician	NRC	\$75.00
Misc Svcs-Labor-Premium Non-Bus Day - First 1/2 Hr	per Technician	NRC	\$150.00
Misc Svcs-Labor-Premium Non-Bus Day - Each Addt'l 1/2 Hr	per Technician	NRC	\$125.00

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	\$200.00
Access Card Administration	per card	NRC	\$21.00
BITS Timing	per project	NRC	\$275.00
Cageless Site Preparation Charge	per bay	NRC	\$4,800.00
Cable Support Charge	per project	NRC	\$9,770.00
Fiber Cable Pull - Engineering	per project	NRC	\$607.00
Fiber Cable Pull - Place Innerduct	per lin ft	NRC	\$2.00
Fiber Cable Pull - Labor	per lin ft	NRC	\$1.00
Fiber Cable Pull - Cable Fire Retardant	per occurrence	NRC	\$42.00
Engineering Cost - Fiber Splice	per project	NRC	\$31.00
Fiber Cable Splice	per fiber	NRC	\$66.00
DC Power	per 40 amps	NRC	\$2,731.00
Cable Material Charge	per project	NRC	\$9,404.00
Relay Rack Floor Space	per lin ft	MRC	\$19.00
Cabinet Floor Space	per lin ft	MRC	\$26.00
Cable Subduct Space - Manhole	per project	MRC	\$6.00
Cable Subduct Space	per lin ft	MRC	\$0.03
Fiber Cable Vault Splice - 48 Fiber-Material	per splice	MRC	\$10.00
Fiber Cable Vault Splice - 48 Fiber	per subduct	MRC	\$1.00
Fiber Cable Vault Splice - 96 Fiber-Material	per splice	MRC	\$27.00
Fiber Cable Vault Splice - 96 Fiber	per subduct	MRC	\$1.00
Cable Rack Space - Metallic	per occurrence	MRC	\$58.00
Cable Rack Space - Fiber	per innerduct ft	MRC	\$0.02
DC Power	per 40 amps	MRC	\$585.00
Facility Termination - DS0	per 100 pr	MRC	\$4.00
Facility Termination - DS1	per 28 pr	MRC	\$17.00
Facility Termination - DS3	per DS3	MRC	\$12.00
BITS Timing	per occurrence	MRC	\$11.00
Collocation Space Report	per CO requested	NRC	\$1,624.00
Misc Svcs-Labor-Basic Bus Day-First 1/2 Hr	per Technician	NRC	\$42.82
Misc Svcs-Labor-Basic Bus Day-Each Additional 1/2 Hr	per Technician	NRC	\$21.41
Misc Svcs-Labor-OT Non-Bus Day - First 1/2 Hr	per Technician	NRC	\$100.00
Misc Svcs-Labor-OT Non-Bus Day - Each Add'l 1/2 Hr	per Technician	NRC	\$75.00
Misc Svcs-Labor-Premium Non-Bus Day - First 1/2 Hr	per Technician	NRC	\$150.00
Misc Svcs-Labor-Premium Non-Bus Day - Each Add'l 1/2 Hr	per Technician	NRC	\$125.00

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Adjacent-Engineering Fee Onsite	per occurrence	NRC	\$958.00
Adjacent Fiber Cable Pull-Engineering	per project	NRC	\$607.00
Adjacent Fiber Cable Pull-Place Innerduct	1 lin ft	NRC	\$2.00
Adjacent Fiber Cable Pull	1 lin ft	NRC	\$1.00
Adjacent-Cable Fire Retardant	per occurrence	NRC	\$42.00
Adjacent Metallic Cable Pull-Engineering	per project	NRC	\$607.00
Adjacent Metallic Cable Pull	1 lin ft	NRC	\$2.00
Adjacent Metallic Cable Splice-Engineering	per project	NRC	\$31.00
Adjacent Metallic Cable Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	\$1.00
Adjacent Metallic Cable Splicing (less than 200 pair)	per DSO/DS1 pair	NRC	\$3.00
Adjacent Fiber Cable Splicing-Engineering Costs	per fiber	NRC	\$31.00
Adjacent Fiber Cable Splicing (48 fiber cable or less)	per fiber	NRC	\$66.00
Adjacent Fiber Cable Splicing (greater than 48 fiber)	per fiber	NRC	\$62.00
Adjacent Facility Pull-Engineering	per project	NRC	\$76.00
Adjacent Facility Pull	1 lin ft	NRC	\$2.00
Adjacent DSO Cable Termination (Connectorized)	per 100 pr	NRC	\$5.00
Adjacent DSO Cable Termination (Unconnectorized)	per 100 pr	NRC	\$42.00
Adjacent DS1 Cable Termination (Connectorized)	per 28 pr	NRC	\$2.00
Adjacent DS1 Cable Termination (Unconnectorized)	per 28 pr	NRC	\$32.00
Adjacent DS3 Coaxial Termination (Connectorized)	per DS3	NRC	\$2.00
Adjacent DS3 Coaxial Termination (Unconnectorized)	per DS3	NRC	\$11.00
Adjacent Fiber Cable Termination	per fiber term	NRC	\$66.00
Adjacent Subduct Space-Manhole	per project	MRC	\$6.00
Adjacent Subduct Space	1 lin ft	MRC	\$0.04
Adjacent Conduit Space (4" Duct)-Metallic-Manhole	per conduit	MRC	\$10.00
Adjacent Conduit Space (4" Duct)-Metallic Cable	1 lin ft	MRC	\$0.05
Adjacent Facility Termination DSO Cable-Material	per 100 pr	MRC	\$4.00
Adjacent Facility Termination DS1 Cable-Material	per 28 pr	MRC	\$17.00
Adjacent Facility Termination DS3 Cable-Material	per coaxial	MRC	\$12.00
Adjacent Cable Vault Space (per 1200 pr)-Material	per splice	MRC	\$484.00
Adjacent Cable Vault Space (per 1200 pr)	per cable	MRC	\$4.00
Adjacent Cable Vault Space (per 900 pr)-Material	per splice	MRC	\$354.00
Adjacent Cable Vault Space (per 900 pr)	per cable	MRC	\$4.00
Adjacent Cable Vault Space (per 600 pr)-Material	per splice	MRC	\$236.00
Adjacent Cable Vault Space (per 600 pr)	per cable	MRC	\$3.00
Adjacent Cable Vault Space (per 100 pr)-Material	per splice	MRC	\$49.00
Adjacent Cable Vault Space (per 100 pr)	per cable	MRC	\$1.00
Adjacent Cable Vault Space (48 fiber)-Material	per splice	MRC	\$10.00
Adjacent Cable Vault Space (48 fiber)	per subduct	MRC	\$1.00
Adjacent Cable Vault Space (96 fiber)-Material	per splice	MRC	\$27.00
Adjacent Cable Vault Space (96 fiber)	per subduct	MRC	\$1.00
Adjacent Cable Rack Space-Metallic DSO	1 lin ft	MRC	\$0.01
Adjacent Cable Rack Space-Metallic DS1	1 lin ft	MRC	\$0.01
Adjacent Cable Rack Space-Fiber	per innerduct ft	MRC	\$0.02
Adjacent Cable Rack Space-Coaxial	per lin ft	MRC	\$0.01
Collocation Space Report	per CO requested	NRC	\$1,624.00
Misc Svcs-Labor-Basic Bus Day-First 1/2 Hr	per Technician	NRC	\$42.82

Misc Svcs-Labor-Basic Bus Day-Each Additional 1/2 Hr	per Technician	NRC	\$21.41
Misc Svcs-Labor-OT Non-Bus Day - First 1/2 Hr	per Technician	NRC	\$100.00
Misc Svcs-Labor-OT Non-Bus Day - Each Addtl 1/2 Hr	per Technician	NRC	\$75.00
Misc Svcs-Labor-Premium Non-Bus Day - First 1/2 Hr	per Technician	NRC	\$150.00
Misc Svcs-Labor-Premium Non-Bus Day - Each Addtl 1/2 Hr	per Technician	NRC	\$125.00