

a clean cut at the closest point to the cable termination block. At US Dial Tone's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. US Dial Tone will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

3.6.2.3 GTE loop elements leased by US Dial Tone will be required to terminate only on a GTE NID. If US Dial Tone leasing a GTE loop wants to connect such loop to a US Dial Tone NID, US Dial Tone also will be required to lease a GTE NID for the direct loop termination and effect a NID-to-NID cross connection.

3.6.2.4 Rather than connecting its own loop directly to GTE's NID, US Dial Tone also may elect to install its own NID and effect a NID-to-NID cross connection to gain access to the end-user's inside wiring.

3.6.2.5 If US Dial Tone provides its own loop facilities, US Dial Tone may elect to move all inside wire terminated on a GTE NID to one provided by US Dial Tone. In this instance, a NID-to-NID cross connection will not be required. US Dial Tone, or the end-user premise owner, can elect to leave the disconnected GTE NID in place, or to remove the GTE NID from the premises and dispose of it entirely.

3.6.2.6 GTE agrees to offer its NIDs to US Dial Tone for lease, but not for sale. Therefore, US Dial Tone may remove GTE identification from any GTE NID to which it connects a US Dial Tone loop, but US Dial Tone shall not place its own identification on such NID.

3.7 Conditioning.

At US Dial Tone's request, and for the charge(s) described on Appendix D, GTE will condition those lines that are unbundled pursuant to this Article to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters (e.g., Type C, Type DA, Improved C). dedicated transport may be conditioned for DS-1 clear channel capability.

3.8 Line Testing.

Upon US Dial Tone's request, and for the charge(s) described on Appendix D, GTE will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

3.8.1 Such testing must be technically feasible.

3.8.2 If US Dial Tone has directly connected its facilities to a loop, GTE will not perform routine testing of the loop for maintenance purposes. US Dial Tone will be required to perform its own testing and notify GTE of service problems. GTE will perform repair and maintenance once trouble is identified by US Dial Tone. If the loop is combined with dedicated

transport, US Dial Tone will not have access to the loop in the wire center. In this case, GTE will perform routine testing of the loop and perform repair and maintenance once trouble is identified.

3.8.3 All loop facilities provided by GTE on the premises of US Dial Tone's end-users, up to the network interface or demarcation point, 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 conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.

3.8.4 If US Dial Tone leases loops that are conditioned to transmit digital signals, as part of that conditioning, GTE will test the loop UNE and provide recorded test results to US Dial Tone. In maintenance and repair cases, if loop tests are performed, GTE will provide any recorded readings to US Dial Tone at the time the trouble ticket is closed in the same manner as GTE provides the same to itself and/or its end-users.

3.9 Loop Interference and Maintenance.

If US Dial Tone's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will so notify US Dial Tone and US Dial Tone will immediately remove such interfering technology and shall reimburse GTE for all costs and expenses incurred related to this interference. When US Dial Tone provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform routine maintenance. US Dial Tone can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the GTE NID and GTE will repair (or replace) the NID, or, at US Dial Tone's option, effect a NID-to-NID cross connection, using the GTE NID only to gain access to the inside wire at the Customer location.

4. Financial Matters.

4.1 Rates and Charges.

The monthly recurring charges (MRCs) and non-recurring charges (NRCs) applicable for the UNEs and UNE-Ps, and related services made available under this Article are set forth in Appendix D attached hereto and made a part of this Article. Compensation arrangements for the exchange of switched traffic between US Dial Tone and GTE when US Dial Tone uses a GTE port, local switching and shared transport shall be as set forth in Appendix D.

4.2 Billing.

GTE will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes NIDs, loops, loops combined with port, ports and local switching and shared transport. State or sub-state level billing will include up to thirty (30) summary bill accounts. Timing of messages applicable to GTE's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access. GTE will utilize CABS to produce the required bills for UNEs and UNE-Ps ordered via the ASR process. This includes dedicated transport and loops combined with dedicated transport. Incollects are calls that are placed using the services of GTE or another LEC or local service

provider and billed to a UNE port, INP number, or LNP number of US Dial Tone. Outcollects are calls that are placed using a US Dial Tone UNE port and billed to a GTE line or the line of another LEC or local service provider. Examples of an incollect or an outcollect are collect, credit card calls.

4.2.1 Incollects. GTE will provide the rated record it receives from the CMDIS network, or which GTE records (non-intercompany), to US Dial Tone for billing to US Dial Tone's end-users. GTE will settle with the earning company, and will bill US Dial Tone the amount of each incollect record less the Billing & Collection (B&C) fee for end-user billing of the incollects. The B&C credit associated with US Dial Tone's incollect messages that are incurred by GTE will be billed to US Dial Tone on the monthly statement.

4.2.2 Outcollects. When the GTE end office switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to US Dial Tone the unrated message detail that originates from a US Dial Tone resale service line or UNE port, but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). As the local service provider, US Dial Tone will be deemed the earning company and will be responsible for rating the message at US Dial Tone's rates and for providing the billing message detail to the billing company for end-user billing. US Dial Tone will pay to GTE charges as agreed to for services purchased, and US Dial Tone will be compensated by the billing company for the revenue due to US Dial Tone. When a non-GTE entity provides operator services to the GTE end office from which the resale line or UNE port is provisioned, US Dial Tone must contract with the operator services provider to obtain any EMR records required by US Dial Tone.

4.3 Measurement of Originating Usage.

GTE shall record usage data originating from US Dial Tone Customers that GTE records with respect to its own retail Customers, using services order by US Dial Tone. On UNE port accounts, GTE will provide usage in EMR format per existing file exchange schedules.

4.4 Measurement of Terminating Usage.

Until such time as industry standards are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix D.

4.5 Switched Access Usage.

GTE will provide US Dial Tone switched access usage records (AURs) in EMI Category 11 format for those UNEs which contain this switched access usage component. US Dial Tone agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

4.6 Impact of Payment of Charges on Service.

US Dial Tone is solely responsible for the payment of all charges for all services

and facilities furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its Customers' service locations. If US Dial Tone fails to pay when due any and all charges billed to US Dial Tone under this Agreement, including any late payment charges (collectively, "unpaid charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such unpaid charges excepting previously disputed charges for which US Dial Tone may withhold payment, GTE shall notify US Dial Tone in writing that it must pay all unpaid charges to GTE within seven (7) Business Days. If US Dial Tone 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 US Dial Tone and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either US Dial Tone or GTE may file a request for arbitration under General Provisions of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if US Dial Tone owes payment it shall make such payment to GTE with any late payment charge from the original payment due date. If US Dial Tone owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. If US Dial Tone fails to pay any undisputed unpaid charges, US Dial Tone shall, at its sole expense, within five (5) Business Days notify its Customers that their service may be disconnected for US Dial Tone's failure to pay unpaid charges, and that its Customers must select a new provider of local exchange services. GTE may discontinue service to US Dial Tone upon failure to pay undisputed charges as provided in this Section 4.6 and shall have no liability to US Dial Tone or US Dial Tone's Customers in the event of such disconnection. If US Dial Tone fails to provide such notification or any of US Dial Tone's Customers fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to US Dial Tone's Customers under GTE's applicable Customer tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to US Dial Tone's Customer, but will be assessed to US Dial Tone.

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ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements.

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.

2. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

- 2.1 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.
- 2.2 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.
- 2.3 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.

3. 911/E-911 Arrangements.

3.1 Description of Service.

US Dial Tone will install from each of its central offices a minimum of two (2) dedicated trunks to GTE's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which US Dial Tone provides Exchange Services, for the provision of 911/E-911 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 multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide US Dial Tone with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a US Dial Tone central office serves end-users in an area served by more than one (1) GTE 911/E-911 selective router, US Dial Tone will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.

3.2 Transport.

If US Dial Tone desires to obtain transport from GTE to the GTE 911 selective routers, US Dial Tone may purchase such transport from GTE at the rates set forth in Appendix E.

3.3 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of US Dial Tone's systems to the 911/E-911 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 US Dial Tone showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix E .

3.4 Basic 911 and E-911 General Requirements:

- 3.4.1 Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 3.4.2 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 PSAP responsible for the caller's location.
- 3.4.3 All requirements for E-911 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.
- 3.4.4 Basic 911 and E-911 functions provided to US Dial Tone shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
- 3.4.5 Basic 911 and E-911 access from Local Switching shall be provided to US Dial Tone in accordance with the following:
 - 3.4.5.1 GTE and US Dial Tone shall conform to all state regulations concerning emergency services.
 - 3.4.5.2 For E-911, both US Dial Tone 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 3.4.5.5.
 - 3.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE operator services or, at US Dial Tone's discretion, directly to US Dial Tone operator services.
 - 3.4.5.4 Basic 911 and E-911 access from the US Dial Tone local switch shall be provided from GTE to US Dial Tone in accordance with the following:
 - 3.4.5.4.1 If required by US Dial Tone and Currently Available, GTE shall interconnect direct trunks from the US Dial Tone network to the E-911 PSAP, or to the E-911 selective routers as designated by US Dial Tone. Such trunks may alternatively be provided by US Dial Tone.
 - 3.4.5.4.2 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"), US Dial Tone shall participate in the provision of the 911 System as follows:

- 3.4.5.4.2.1 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.
- 3.4.5.4.2.2 US Dial Tone 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. US Dial Tone 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 3.4.5.5 of this Article.
- 3.4.5.4.2.3 US Dial Tone shall have the right to verify the accuracy of information regarding US Dial Tone 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.
- 3.4.5.4.3 If a third party is the primary service provider to a 911 district, US Dial Tone 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 US Dial Tone are totally separate from this Agreement and GTE makes no representations on behalf of the third party.
- 3.4.5.4.4 If US Dial Tone or Affiliate is the primary service provider to a 911 district, US Dial Tone 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.
- 3.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix E.
- 3.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 3.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with US Dial Tone data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.

3.4.5.5 The following are Basic 911 and E-911 Database Requirements:

- 3.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or US Dial Tone which provides their records to GTE.
- 3.4.5.5.2 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 E.
- 3.4.5.5.3 US Dial Tone shall be solely responsible for providing US Dial Tone database records to GTE for inclusion in GTE's ALI database on a timely basis.
- 3.4.5.5.4 GTE and US Dial Tone shall arrange for the automated input and periodic updating of the E-911 database information related to US Dial Tone end-users. GTE shall work cooperatively with US Dial Tone 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.
- 3.4.5.5.5 US Dial Tone shall assign an E-911 database coordinator charged with the responsibility of forwarding US Dial Tone end-user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. US Dial Tone assumes all responsibility for the accuracy of the data that US Dial Tone provides to GTE.
- 3.4.5.5.6 GTE shall update the database within one (1) Business Day of receiving the data from US Dial Tone. If GTE detects an error in the US Dial Tone provided data, the data shall be returned to US Dial Tone within one day from when it was provided to GTE. US Dial Tone 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.
- 3.4.5.5.7 GTE agrees to treat all data on US Dial Tone subscribers provided under this Agreement as strictly confidential and to use data on US Dial Tone subscribers only for the purpose of providing E-911 services.
- 3.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from US Dial Tone. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for US Dial Tone is "US Dial Tone"; the NENA Carrier Code for GTE is "GTE."

3.4.5.6 GTE and US Dial Tone will comply with the following requirements for network performance, maintenance and trouble notification.

- 3.4.5.6.1 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.
- 3.4.5.6.2 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.
- 3.4.5.6.3 GTE shall notify US Dial Tone forty-eight (48) hours in advance of any scheduled testing or maintenance affecting US Dial Tone 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting US Dial Tone 911 service.
- 3.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

3.4.5.7 Basic 911 and E-911 Additional Requirements

- 3.4.5.7.1 All US Dial Tone 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 US Dial Tone 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 US Dial Tone to ensure that 911 service is fully available to all US Dial Tone end-users whose telephone numbers have been ported from GTE, consistent with State provisions.
- 3.4.5.7.2 US Dial Tone and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and US Dial Tone shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 3.4.5.7.3 US Dial Tone may enter into subcontracts with third parties, including US Dial Tone Affiliates, for the performance of any of US Dial Tone's duties and obligations stated herein.
- 3.4.5.7.4 Where GTE is the lead telco, GTE shall provide US Dial Tone with notification of any pending selective router moves within at least ninety (90) days in advance.

3.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.

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

3.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where GTE is the lead telco:

3.4.6.1 GTE shall provide US Dial Tone access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to US Dial Tone within one (1) day after US Dial Tone inputs information into the ALI/DMS database. Alternately, US Dial Tone 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 E.

3.4.6.2 GTE and US Dial Tone shall arrange for the automated input and periodic updating of the E-911 database information related to US Dial Tone end-users. GTE shall work cooperatively with US Dial Tone 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.

3.4.6.3 Updates to MSAG. Upon receipt of an error recording an US Dial Tone subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of US Dial Tone to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on US Dial Tone's LSR or via a separate feed established by US Dial Tone pursuant to Section 3.4.5.7 of this Article.

3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for US Dial Tone subscriber shall meet industry standards.

3.5 Compensation.

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

3.5.2 For states where GTE bills and keeps the 9-1-1 surcharges, e.g. Hawaii, Ohio, and Michigan's Technical Surcharge, US Dial Tone will bill its access line

subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to GTE. Payments to GTE are due within thirty (30) days of US Dial Tone's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.

3.5.3 For all states (except Hawaii and Ohio), including Michigan's Operational Surcharge, where GTE bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, US Dial Tone will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. GTE will have no responsibility in billing or remitting surcharges that apply to US Dial Tone's access line subscribers.

3.5.4 Should the 9-1-1 surcharge fee change, GTE will promptly inform US Dial Tone of that change so that US Dial Tone may conform to the new rate(s).

3.6 Liability.

GTE will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

4. Information Services Traffic.

4.1 Routing.

Each Party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

4.2 Billing and Collection and Information Service Provider (ISP) Remuneration.

4.2.1 In the event GTE performs switching of ISP traffic associated with resale or unbundled ports for US Dial Tone, GTE shall provide to US Dial Tone the same call detail records that GTE records for its own end-users, so as to allow US Dial Tone to bill its end-users. GTE shall not be responsible or liable to US Dial Tone or ISP for Billing and Collection and/or any receivables of Information Service Providers.

4.2.2 Notwithstanding and in addition to Article III, Section 28, GTE shall be indemnified and held harmless by US Dial Tone 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 this Article VIII, Section 4.2.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

4.2.3 GTE agrees to notify US Dial Tone in writing within ten (10) Business Days, by registered or certified mail at the address specified in Article III, Section 31, of any claim made against GTE on the obligations indemnified against pursuant to this Article VIII, Section 4.

4.2.4 It is understood and agreed that the indemnity provided for in this Article VIII, Section 4 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.

4.3 900-976 Call Blocking.

GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale or UNEs. GTE will block 900-976 traffic when requested to do so, in writing, by US Dial Tone. US Dial Tone shall be responsible for all costs 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.

4.4 Miscellaneous.

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

5. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, US Dial Tone's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

6. Directory Assistance and Operator Services.

Where US Dial Tone is providing local service with its own switch, upon US Dial Tone's request GTE will provide to US Dial Tone rebranded or unbranded DA services and/or OS pursuant to separate contracts to be negotiated in good faith between the Parties. If US Dial Tone so requests DA services and/or OS, such contracts shall provide for the following:

6.1 Directory Assistance Calls.

GTE DA centers shall provide number and addresses to US Dial Tone 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 US Dial Tone end-users in the same manner that call completion is provided to GTE end-users. GTE will provide its existing services to US Dial Tone end-users consistent with the service provided to GTE end-users.

6.2 Operator Services Calls.

GTE OS provided to US Dial Tone end-users shall be provided in the same manner GTE OS are provided to GTE end-users. In accordance with GTE practices and at GTE rates, GTE will offer to US Dial Tone 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 US Dial Tone 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 US Dial Tone end-users consistent with the service GTE provides to its own end-users.

7. Directory Assistance Listings Information.

GTE will make available to US Dial Tone, at US Dial Tone's request, GTE end-user and authorized LEC DA listing information stored in GTE's DA database for the purposes of US Dial Tone providing DA service to its customers. Implementation of customized routing is required for US Dial Tone to provide DA Service for GTE Resold and Unbundled Port services.

7.1 DA Listing Information includes the listed names, addresses and telephone numbers of GTE and authorized LEC subscribers, except as otherwise provided herein. Excluded are listings for restricted LEC lines and non-published listings. GTE DA listing information includes 800/888 listings, non-listed numbers and foreign listings within the GTE franchise.

7.2 GTE shall provide to US Dial Tone, at US Dial Tone's request, DA listing information within sixty (60) Business Days after an order is received for that specific state. The DA listing information will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by US Dial Tone. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. DA listing information provided shall indicate whether the customer is a residence or business customer.

7.2.1 Such listings shall be confidential information pursuant to Article III of this Agreement and US Dial Tone will use the listings only for its DA services to its end-users. US Dial Tone is not authorized to release GTE's DA listing information to any third party or to provide DA to any other party using GTE DA listing information, including US Dial Tone's affiliates, subsidiaries or partners, except with the expressed written permission of GTE. In those instances where US Dial Tone's affiliates, subsidiaries or partners also desire to use GTE's DA listing information, each affiliate, subsidiary or partner must negotiate a separate contract with GTE to obtain the listings.

7.2.2 If US Dial Tone uses a third-party DA service for its end-users, US Dial Tone will ensure that such third party likewise treats the listings as Confidential Information pursuant to Article III of this Agreement, and uses them only for US Dial Tone end-user DA.

7.2.3 GTE will include US Dial Tone's DA listing information in GTE's DA data base which may be released to third parties which request GTE's DA listing information, unless US Dial Tone provides GTE written notice within sixty (60) Business Days after the effective date of this Agreement that its DA listing information is restricted and should not be released to third parties. In the event that US Dial Tone does properly notify GTE that its DA listing information is restricted, GTE will so advise third parties requesting such information.

7.3 US Dial Tone agrees to pay GTE's standard charges for the initial load and daily updates of GTE's DA listing information, which will be provided upon request.

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

8. Directory Listings and Directory Distribution.

US Dial Tone 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.

8.1 Listings.

US Dial Tone 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 US Dial Tone'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.

8.2 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.

US Dial Tone 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.

9. 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 OS 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 the respective tariffs.

10. Street Address Guide (SAG).

GTE will provide to US Dial Tone 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 end offices, and lists services and features that are available in a specific end office.

11. Dialing Format Changes.

GTE will provide reasonable notification to US Dial Tone of changes to local dialing format, i.e., 7 to 10 digit, by end office.

ARTICLE IX COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Article IX 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 Article IX 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 Article IX 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 Article IX 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 US Dial Tone to contact to place a request for collocation. The point of contact will provide US Dial Tone 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. US Dial Tone 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 Appendix G described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require US Dial Tone to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. US Dial Tone 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 US Dial Tone in writing within fifteen (15) days following receipt of the completed application if US Dial Tone's requirements cannot be accommodated as specified. Should US Dial Tone 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 US Dial Tone shall be designated the original application. Original applications for collocation arrangements for sites that have not been inspected and approved by US Dial Tone 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 US Dial Tone, major changes may be handled in one of the following two methods to the extent technically feasible.

- (a) Method 1: Additional Application. US Dial Tone 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 US Dial Tone in writing within fifteen (15) days following receipt of the completed additional application if the US Dial Tone 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. US Dial Tone 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 US Dial Tone in writing within fifteen (15) days following receipt of the completed supplemental application if US Dial Tone requirements can or cannot be

accommodated as specified. Upon notification that GTE can accommodate the requirements of the supplemental application, US Dial Tone 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 US Dial Tone 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 US Dial Tone 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 US Dial Tone in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide US Dial Tone with a price quote for collocation services required to accommodate US Dial Tone's request within thirty (30) days of US Dial Tone's application date. GTE reserves the right to change the price quote at any time prior to acceptance by US Dial Tone. If the quote is not accepted by US Dial Tone within such ninety (90) day period, US Dial Tone 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, US Dial Tone 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 US Dial Tone 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 US Dial Tone 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 US Dial Tone including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by US Dial Tone, that do not require GTE to provide a service or function on behalf of US Dial Tone, including but not limited to, requests to install additional equipment in US Dial Tone cage. Prior to the installation of the additional equipment, US Dial Tone agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in US Dial Tone's collocation arrangement. Once the equipment list is submitted to GTE, US Dial Tone may proceed with the augment. US Dial Tone agrees that changes in equipment provided by US Dial Tone 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 US Dial Tone 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 US Dial Tone to expand its existing collocation space. US Dial Tone 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.

US Dial Tone 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. US Dial Tone 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 Appendix G described in Section 6.1, associated with the ordered collocation services, GTE will:

- (a) Schedule a meeting with US Dial Tone to determine engineering and network requirements.
- (b) Initiate the necessary modifications to the wire center or access tandem to accommodate US Dial Tone's request.

- (c) Work cooperatively with US Dial Tone to ensure that services are installed in accordance with the service requested.

US Dial Tone is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. US Dial Tone shall meet with GTE, if requested by GTE, to review design and work plans for installation of US Dial Tone's designated equipment within GTE premises. GTE and US Dial Tone 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 Appendix G described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6.

US Dial Tone is responsible to have all cables and other equipment to be furnished by US Dial Tone ready for installation on the date scheduled. If US Dial Tone fails to notify GTE of a delay in the installation date, US Dial Tone will be subject to the appropriate additional labor charge set forth on Appendix G 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 US Dial Tone 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 US Dial Tone shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix G 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 US Dial Tone'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 US Dial Tone of the time estimates as soon as possible. GTE shall complete delivery of the floor space to US Dial Tone 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 US Dial Tone beginning the installation of its equipment in a cage, bay or cabinet, US Dial Tone and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by US Dial Tone, billing will be initiated, access cards will be issued and US Dial Tone may begin installation of its equipment.

4.3 Equipment and Facilities.

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

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- 4.3.2. Permissible Equipment. US Dial Tone is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. US Dial Tone 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. US Dial Tone 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. US Dial Tone'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 US Dial Tone 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 US Dial Tone in the CSP.

- 4.3.4. Cable. US Dial Tone 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. US Dial Tone is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing US Dial Tone's fire retardant riser cable from the cable vault to the collocation space. GTE is responsible for installing US Dial Tone 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 US Dial Tone 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 US Dial Tone'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 US Dial Tone in the event US Dial Tone's equipment disrupts the network. If GTE is unable to make contact with US Dial Tone, GTE shall temporarily disconnect US Dial Tone's service, as provided in Section 4.7. GTE will notify US Dial Tone as soon as possible after any disconnects of US Dial Tone'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. US Dial Tone will not be permitted to splice fiber optic cable in the first manhole outside of the wire center or access tandem. Where US Dial Tone 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 US Dial Tone's collocation space. GTE is responsible for installing a cable splice, if necessary, where US Dial Tone 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 US Dial Tone-owned cable facilities connect to GTE termination equipment. The demarcation point for US Dial Tone is US Dial Tone's terminal equipment or interconnect/cross connect panel within US Dial Tone's cage, bay/frame or cabinet. US Dial Tone must tag all entrance facilities to indicate ownership. US Dial Tone 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, US Dial Tone 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 US Dial Tone's equipment installation work in the collocation space. US Dial Tone 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. US Dial Tone 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. US Dial Tone 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 US Dial Tone a market value lease rate for the area occupied by the trailer.

- 4.3.8. Testing. Upon installation of US Dial Tone's equipment, and with prior notice, GTE will schedule time to work with US Dial Tone during the turn-up phase of the equipment to ensure proper functionality between US Dial Tone'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 US Dial Tone 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 US Dial Tone's request, a Collocator to Collocator Interconnect arrangement between US Dial Tone's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, US Dial Tone 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. US Dial Tone 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 US Dial Tone's employees, agents, and contractors approved by GTE to have direct access to US Dial Tone's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. US Dial Tone'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 US Dial Tone, to access US Dial Tone's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where US Dial Tone 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 US Dial Tone's personnel.

4.5 Network Outage, Damage and Reporting.

US Dial Tone shall be responsible for: (a) any damage or network outage occurring as a result of US Dial Tone owned or US Dial Tone 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 US Dial Tone service.

4.6 Security Requirements.

- 4.6.1 Background Tests; Training. All employees, agents and contractors of US Dial Tone must meet certain minimum requirements as established in GTE's CSP. At the time US Dial Tone places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, US Dial Tone 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. US Dial Tone 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 US Dial Tone with written notice of such changes. Where applicable, GTE will provide information to US Dial Tone on the specific type of security training required so US Dial Tone'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 US Dial Tone employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of US Dial Tone 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 US Dial Tone'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 US Dial Tone at no cost to US Dial Tone. 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 US Dial Tone for each GTE wire center or access tandem. All US Dial Tone 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 US Dial Tone. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide US Dial Tone with instructions and necessary access cards or keys to obtain access to GTE buildings. US Dial Tone is required to immediately notify GTE by the most expeditious means, when any US Dial Tone'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. US Dial Tone is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of US Dial Tone's employee and/or termination of service. US Dial Tone shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of US Dial Tone or US Dial Tone's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

US Dial Tone is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. US Dial Tone 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 US Dial Tone in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to US Dial Tone as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact US Dial Tone's facilities or equipment and its ability to provide service. GTE will restrict access to US Dial Tone'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 US Dial Tone's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by US Dial Tone or US Dial Tone's equipment upon the operation of GTE's equipment, facilities and/or employees located outside US Dial Tone's collocation space. GTE will notify US Dial Tone as soon as possible when such an event has occurred. In case of a GTE work stoppage, US Dial Tone's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect US Dial Tone's access to its premises, or ability to provide service. US Dial Tone will notify GTE point of contact of any work stoppages by US Dial Tone employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit US Dial Tone 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 US Dial Tone 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 US Dial Tone 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 US Dial Tone 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 US Dial Tone by completing and

submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix G 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 US Dial Tone will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, US Dial Tone 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. US Dial Tone shall use the collocation space solely for the purposes of installing, maintaining and operating US Dial Tone'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. US Dial Tone 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 US Dial Tone's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as US Dial Tone's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its own 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. US Dial Tone 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 US Dial Tone to determine an alternative arrangement for the specific location. US Dial Tone will be allowed to reserve collocation space for its caged/cageless arrangements based on US Dial Tones 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 US Dial Tone equipment.

5.5 Collocation Space Report.

Upon request by US Dial Tone and upon US Dial Tone 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 US Dial Tone 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 Appendix G will be assessed per request and per wire center or access tandem.

5.6 Reclamation

When initiating an application form, US Dial Tone 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 US Dial Tone accepts the collocation arrangement. If US Dial Tone 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 US Dial Tone 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 Appendix G 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 Appendix G, 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 US Dial Tone when GTE provides US Dial Tone 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.

US Dial Tone 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 Appendix G.

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 US Dial Tone 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 US Dial Tone 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 US Dial Tone'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) US Dial Tone's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of US Dial Tone, 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 US Dial Tone only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to US Dial Tone designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to US Dial Tone or its customers for any interruption of US Dial Tone's service or for interference with the operation of US Dial Tone's designated facilities arising in any manner out of US Dial Tone'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 US Dial Tone or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by US Dial Tone, even if GTE has been advised of the possibility of such loss or damage.

8. Insurance.

- 8.1 Coverage Limits. US Dial Tone 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 US Dial Tone's real and personal property located on or within GTE wire centers. US Dial Tone 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 US Dial Tone orders collocation services pursuant to this Article IX. The minimum amounts of insurance required in this section, may be satisfied by US Dial Tone purchasing primary coverage in the amounts specified or by US Dial Tone buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at US Dial Tone'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 US Dial Tone.
- 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 US Dial Tone. 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 US Dial Tone shall be primary in all respects, including US Dial Tone's Umbrella/Excess Liability insurance. GTE's insurance coverage shall be excess over any indemnification and insurance afforded by US Dial Tone and required hereby.
- 8.4 Waiver of Subrogation Rights. US Dial Tone 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 US Dial Tone employees or placement of US Dial Tone equipment or facilities within GTE premises and such insurance shall remain in force as long as US Dial Tone's facilities remain within any space governed by this Agreement. If US Dial Tone fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from US Dial Tone. Failure to make a timely reimbursement will result in disconnection of service. US Dial Tone 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, US Dial Tone 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 US Dial Tone access be construed as a waiver of the right of GTE to assert a claim against US Dial Tone for breach of the obligations established in this section.

- 8.6 Compliance Requirements. US Dial Tone 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, US Dial Tone shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At GTE's request, US Dial Tone 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. US Dial Tone 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, US Dial Tone shall not use or disclose and shall hold in confidence all information of a competitive nature provided to US Dial Tone by GTE in connection with collocation or known to US Dial Tone as a result of US Dial Tone's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of US Dial Tone'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 US Dial Tone in connection with collocation or known to GTE as a result of the interconnection of US Dial Tone's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and US Dial Tone on a need to know basis only. Neither GTE nor US Dial Tone shall be obligated to hold in confidence information that:

- (a) Was already known to US Dial Tone 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 US Dial Tone, 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 US Dial Tone 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. US Dial Tone 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, US Dial Tone shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of US Dial Tone's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with US Dial Tone to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to US Dial Tone detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against US Dial Tone in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by US Dial Tone which were because any period after such date shall be returned to US Dial Tone.

11. Termination of Service.

- 11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon US Dial Tone's compliance with the terms and conditions of this Article IX 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 US Dial Tone 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 US Dial Tone: (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, US Dial Tone shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove US Dial Tone's equipment if US Dial Tone fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. US Dial Tone will be charged the appropriate additional labor charge in Appendix G for the removal of such equipment. Upon removal by US Dial Tone of all its equipment from the collocation space, US Dial Tone 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 Appendix G. Upon termination of collocation services, US Dial Tone 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. US Dial Tone 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 US Dial Tone requires use of a GTE local exchange line, US Dial Tone must order a business local exchange access line (B1). US Dial Tone may not use GTE official lines.

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ARTICLE X

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

To the extent required by the Act, GTE and US Dial Tone shall each afford to the other access to the poles, ducts, conduits and ROWs 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, if GTE and US Dial Tone desire access to the other Party's poles, ducts, or ROWs, GTE and US Dial Tone shall execute pole attachment and conduit occupancy agreements. US Dial Tone agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to GTE facilities or uses GTE's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XI
SIGNATURE PAGE

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

GTE MIDWEST INCORPORATED
GTE ARKANSAS INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President
Wholesale Markets - Interconnection

Date April 5, 2000

U.S. DIAL TONE, L.P.

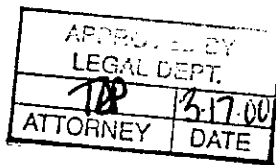
By Robert T. Mahler

Name ROBERT T. MAHLER

Title _____

Date 3/30/00

resident of USDT Management, Inc.
a Texas Corporation, as General
Partner of U.S. Dial Tone, L.P.
A Texas Limited Partnership



APPENDIX A

RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A 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.

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 **\$0.0064061**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a
- 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 **\$0.0000029**.
- 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 **\$0.0001068**.
- E. The Tandem Transiting Charge is comprised of the following rate elements:

| | | |
|---|---|--------------------|
| Tandem Switching: | = | \$0.0022100 |
| Tandem Transport (10 mile average): 10 x \$0.0000029 | = | \$0.0000290 |
| Transport Termination (2 Terminations): 2 x \$0.0001068 | = | \$0.0002136 |
| Transiting Charge: | | \$0.0024526 |
- F. Initial Factors:

| | |
|---------------------------------------|------------|
| 1. PLU | 95% |
| 2. Initial Proportionate Share Factor | 50% |
| 3. Exempt Factor | 5% |

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix B are as defined in Article V, Section 7, 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.

Interim Number Portability

| | |
|------------------------------|--------------------|
| Remote Call Forwarding | \$ 3.40 line/month |
| Simultaneous Call Capability | \$ 3.30 path/month |

Non-Recurring Charges (NRCs) for Interim Number Portability

Pre-ordering

| | |
|-------------------------------------|-----------|
| CLEC Account Establishment Per CLEC | \$ 273.09 |
|-------------------------------------|-----------|

Ordering and Provisioning

| | |
|--------------------------|----------|
| Initial Service Order | \$ 41.58 |
| Subsequent Service Order | \$ 29.73 |
| Manual Ordering Charge | \$ 12.17 |

Custom Handling

| | |
|--|----------|
| Service Order Expedite | \$ 12.59 |
| Coordinated Conversion | \$ 17.76 |
| Hot Coordinated Conversion First Hour | \$ 30.55 |
| Hot Coordinated Conversion Per Additional Quarter Hour | \$ 4.88 |

Application of NRCs

Pre-ordering:

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

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not apart of a Unbundled Network Element (UNE) ISO.

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

Manual Ordering Charge applies to orders that require GTE to manually enter US Dial Tone'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 US Dial Tone requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if US Dial Tone requests notification and coordination of service cut-over prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.

Hot Coordinated Conversion First Hour applies if US Dial Tone requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.

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, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

| | |
|-----------------------------------|---------|
| Business Rate Per Line Per Month: | \$ 7.09 |
|-----------------------------------|---------|

| | |
|--------------------------------------|---------|
| Residential Rate Per Line Per Month: | \$ 4.78 |
|--------------------------------------|---------|

APPENDIX C

SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described herein are based upon an avoided cost discount from GTE's retail rates. The avoided cost discount is 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.

GTE assesses a separate interim universal service fund surcharge for resale of Basic Local Exchange Residential and Business Services at the avoided cost discount set forth to provide continued universal service support that is implicit in GTE's current retail services prices. 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 for resale Basic Local Exchange Residential and Business Services without the interim surcharge, but subject to the following terms and conditions:

- A. US Dial Tone agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, US Dial Tone will (i) begin paying the monthly interim surcharge in accord with Appendix C, 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 US Dial Tone 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.

The avoided cost discount for OS/DA is 2.5%. The avoided cost discount for all services, excluding OS/DA, is 13.0%.

Non-Recurring Charges for Resale Services

Pre-ordering

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

Ordering and Provisioning

| | |
|--|-----------|
| Engineered Initial Service Order (ISO) - New Service | \$ 311.98 |
| Engineered Initial Service Order - As Specified | \$ 123.84 |
| Engineered Subsequent Service Order | \$ 59.61 |
| Non-Engineered Initial Service Order - New Service | \$ 42.50 |
| Non-Engineered Initial Service Order - Changeover | \$ 21.62 |
| Non-Engineered Initial Service Order - As Specified | \$ 82.13 |
| Non-Engineered Subsequent Service Order | \$ 19.55 |
| Central Office Connect | \$ 12.21 |

| | |
|--------------------------|----------|
| Outside Facility Connect | \$ 68.30 |
|--------------------------|----------|

| | |
|------------------------|----------|
| Manual Ordering Charge | \$ 12.17 |
|------------------------|----------|

Product Specific:

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling:

| | |
|-------------------------|----------|
| Service Order Expedite: | |
| Engineered | \$ 35.48 |
| Non-Engineered | \$ 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 | \$ 4.88 |
| Central Office Connection | \$ 9.43 |
| Outside Facility Connection | \$ 8.37 |

Application of NRCs

Pre-ordering:

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

Customer Record Search applies when US Dial Tone requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from GTE to US Dial Tone. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from GTE to US Dial Tone. End-user service may remain the same or change.

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.

Manual Ordering Charge applies to orders that require GTE to manually enter US Dial Tone'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 (Engineered or Non-Engineered) applies if US Dial Tone requests service prior to the standard due date intervals.

Coordinated Conversion applies if US Dial Tone requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if US Dial Tone 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.

Universal Service Support Surcharge

Residential (per line)
Business (per line)

N/A
N/A

APPENDIX D

PRICES FOR UNBUNDLED NETWORK ELEMENTS

General. The rates contained in this Appendix D 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 Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. GTE will offer unbundled loops and ports under the following conditions:

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 D without the interim surcharge, but subject to the following terms and conditions:

- A. US Dial Tone agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, US Dial Tone will (i) begin paying the monthly interim surcharge in accord with Appendix D, 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 US Dial Tone 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) | \$ 47.00 |
| 4 Wire Analog Loop (inclusive of NID) | \$ 63.60 |
| 2 Wire Digital Loop (inclusive of NID) | \$ 47.00 |
| 4 Wire Digital Loop (inclusive of NID) | \$ 63.60 |
| DS-1 Loop | \$ 160.31 |
| DS-3 Loop | \$2,584.44 |
| Type C Conditioning | \$ 11.86 |
| Type C Improved Conditioning | \$ 30.00 |
| Type DA Conditioning | \$ 2.00 |
| Mid-Span Repeaters | \$ 74.56 |

Network Interface Device (leased separately)

| | |
|--------------------|---------|
| Basic NID | \$ 1.30 |
| Complex (12 x) NID | \$ 1.80 |

Port and Switching Elements

Ports

| | |
|----------------------------------|-----------|
| Basic Analog Line Side Port | \$ 5.30 |
| Coin Line Side Port | \$ 10.19 |
| ISDN BRI Digital Line Side Port | \$ 22.39 |
| DS-1 Digital Trunk Side Port | \$ 108.00 |
| ISDN PRI Digital Trunk Side Port | \$ 227.19 |

Vertical Features

See Attached List

Usage Charges (must purchase Port)

| | |
|--------------------------------|-------------|
| Local Central Office Switching | \$0.0064061 |
| Shared Transport | |
| Transport Termination | \$0.0001068 |
| Transport Facility per mile | \$0.0000029 |
| Tandem Switching | \$0.0022100 |

Transport Elements

CLEC Dedicated Transport

| | |
|-----------------------------|------------|
| CDT 2 Wire | \$ 30.00 |
| CDT 4 Wire | \$ 58.20 |
| CDT DS1 | \$ 295.00 |
| CDT DS3 (Optical Interface) | \$1,125.00 |

Interoffice Dedicated Transport

| | |
|------------------------------------|-----------|
| IDT DS0 Transport Facility per ALM | \$ 5.19 |
| IDT DS0 Transport Termination | \$ 15.08 |
| IDT DS1 Transport Facility per ALM | \$ 21.60 |
| IDT DS1 Transport Termination | \$ 30.00 |
| IDT DS3 Transport Facility per ALM | \$ 51.00 |
| IDT DS3 Transport Termination | \$ 285.00 |

Multiplexing

| | |
|---------------------------|-----------|
| DS1 to Voice Multiplexing | \$ 184.00 |
| DS3 to DS1 Multiplexing | \$ 523.44 |

Ancillary

| | |
|--------------------------|------------|
| DS3 Electrical Interface | \$1,500.00 |
|--------------------------|------------|

Conditioning

| | |
|------------------------------|----------|
| DS1 Clear Channel Capability | \$ 24.00 |
| Type C Conditioning | \$ 11.86 |
| Type C Improved Conditioning | \$ 30.00 |
| Type DA Conditioning | \$ 2.00 |

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 Support Surcharge

Per Loop

TBD

Per Port

TBD

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

Outside Facility Connection

\$ 68.30

Type C Conditioning

\$ 116.24

Type C Improved Conditioning

\$ 116.24

Type DA Conditioning

\$ 116.24

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

\$ 116.24

Subsequent Service Order

\$ 85.85

Design Charge

\$ 27.00

CDT 2 Wire Connection

\$ 200.00

CDT 4 Wire Connection

\$ 200.00

CDT DS1 Wire Connection

\$ 900.00

CDT DS3 Wire Connection

\$ 675.00

DS1 to Voice Multiplex

\$ 800.00

DS3 to DS1 Multiplex

\$ 450.00

DS1 to Clear Channel Capacity

\$ 90.00

Type C Conditioning

\$ 116.24

Type C Improved Conditioning

\$ 116.24

Type DA Conditioning

\$ 116.24

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 US Dial Tone orders any service from this Agreement.

Customer Record Search applies when US Dial Tone 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 US Dial Tone'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 US Dial Tone requests service prior to the standard due date intervals.

Coordinated Conversion applies if US Dial Tone requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if US Dial Tone 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.

MISSOURI 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 |
| Directed Call Pick-up w/Barge-In | \$/Feature/Month | \$0.40 |
| Directed Call Pick-up w/o Barge-In | \$/Feature/Month | \$0.39 |

| VERTICAL FEATURES | | (Subject to Availability) |
|--|------------------|---------------------------|
| 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 |
| 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 |

| VERTICAL FEATURES | | (Subject to Availability) |
|--------------------------------------|------------------|---------------------------|
| 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 | \$0.25 |
| 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 |
| 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 |

| VERTICAL FEATURES | | (Subject to Availability) |
|---|------------------|---------------------------|
| 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 E

RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

- i. The following services are offered by GTE for purchase by US Dial Tone for UNEs or Interconnection, where an individual item is not superseded by a tariffed offering.

| | | <u>NRC</u> | <u>MRC</u> |
|----|---|------------|------------|
| A. | 9-1-1 Selective Router Map | \$125.00 | N/A |
| | <p>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 by US Dial Tone for its internal use is granted without further fee. Non-tariffed price.</p> | | |
| B. | 9-1-1 Selective Router Pro-Rata Fee/trunk | \$0 | \$100.77 |
| | <p>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.</p> | | |
| C. | PS ALI Software | \$790.80 | |
| | <p>A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Version #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.</p> | | |
| D. | ALI Gateway Service | \$135.00 | \$36.12 |
| | <p>Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for US Dial Tone 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.</p> | | |
| E. | 9-1-1 Interoffice Trunk | Tariff | Tariff |
| | <p>This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p> | | |

| | | <u>NRC</u> | <u>MRC</u> |
|-----|--|------------|------------|
| F. | ALI Database | Tariff | Tariff |
| | This is a tariffed offering, to be found in each state's Emergency Number Service Tariff. | | |
| G. | Selective Router Database per Record Charge | Tariff | Tariff |
| | 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. | | |
| H. | 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 3-1/2" diskette | \$276.00 | \$36.00 |
| II. | The following services are offered by GTE when US Dial Tone resells GTE's local exchange services, where an item is not superseded by a tariffed offering: | | |
| A. | 911 Selective Router Map | | |
| | Provided is a color map showing a selective router's location and the GTE central offices that send their 911 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 by US Dial Tone for its internal use is granted without further fee. Non-tariffed price. | | |
| B. | MSAG Copy | | |
| | Production of one copy of a 911 Customer's Master Street Address Guide, postage paid | | |
| | 1. Copy provided in proper format | \$238.50 | \$ 54.00 |
| | 2. Copy provided in flat ASCII file on a 3-1/2" diskette | \$276.00 | \$ 36.00 |

APPENDIX F

COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED ELEMENTS

1. This Appendix describes the compensation terms that apply for exchanging local, intraLATA, toll and interexchange traffic when US Dial Tone uses GTE-provided unbundled ports, local switching and shared transport to provide service to US Dial Tone's end-users. Reciprocal compensation does not apply in a resale environment.
2. Compensation for US Dial Tone's Purchase of GTE's unbundled local switching.
 - 2.1 For local intra-switch calls between lines connected to GTE's switch where US Dial Tone has purchased GTE's unbundled local switching, the Parties agree to impose no call termination charges on each other. GTE's local switching charge will apply as described below where the call is:
 - 2.1.1 Originated by US Dial Tone's customer using GTE's unbundled local switching and completed to a GTE customer:
 - (a) (For use of the local switch): local switching charge the originating office will apply to US Dial Tone.
 - 2.1.2 Originated by US Dial Tone's customer using GTE's unbundled local switching and completed to the customer of a third party LEC (not affiliated with US Dial Tone) using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the originating office will apply to US Dial Tone.
 - 2.1.3 Originated by US Dial Tone's customer using GTE's unbundled local switching and completed to another US Dial Tone's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the originating office will apply to US Dial Tone.
 - 2.1.4 Originated by a GTE customer and terminated to US Dial Tone's customer using GTE's unbundled local switching.
 - (a) No local switching charge will apply to US Dial Tone.
 - 2.1.5 Originated by the customer of a third-party LEC (not affiliated with US Dial Tone) using GTE's unbundled local switching and terminated to US Dial Tone's customers using GTE's unbundled local switching.
 - (a) No local switching charge will apply to US Dial Tone.
 - 2.2 For local inter-switch calls where US Dial Tone has purchased GTE's unbundled local switching. GTE's charges will apply to CLEC as described below where the call is:
 - 2.2.1 Originated from US Dial Tone's end-user customer using GTE's unbundled local switching and completed to a GTE customer:

- (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when US Dial Tone uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For call termination): Charges for local interconnection/call termination, when applicable
- 2.2.2 Originated from US Dial Tone's customer using GTE's unbundled local switching and completed to a third-party LEC (not affiliated with US Dial Tone) customer using GTE's unbundled local switching.
- (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when US Dial Tone uses GTE's transport.
 - (c) Tandem Switching, if applicable.
- 2.2.3 Originated from US Dial Tone's customer using GTE's unbundled local switching and completed to the interconnected network of a third-party LEC (not affiliated with US Dial Tone).
- (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when US Dial Tone uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - (c) Tandem Switching, if applicable.
- 2.2.4 Originated from US Dial Tone's customer using GTE's unbundled local switching and completed to US Dial Tone's customer using GTE's unbundled local switching.
- (a) (For use of the local switch): local switching charge at the originating office.
 - (b) A mileage-based transport charge will apply when US Dial Tone uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For use of the local switch): Local switching charge at the terminating office.
- 2.2.5 Originated by a GTE customer and terminated to US Dial Tone's customer using GTE's unbundled local switching.

- (a) (For use at local switch): local switching charge at the terminating office.
 - (b) (For call termination): US Dial Tone shall charge GTE for local interconnection/call termination, when applicable.
- 2.2.6 Originated by a customer of a third-party LEC using GTE's unbundled local switching and terminated to US Dial Tone's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.2.7 Originated by a customer of the interconnected network of a third-party LEC and terminated to US Dial Tone's customers using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.3 For intraLATA toll calls where US Dial Tone has purchased GTE's unbundled local switching, charges shall apply as follows:
 - 2.3.1 Originated by US Dial Tone's customer and completed to a GTE customer:
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared transport charge between the two offices will apply when US Dial Tone uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
 - 2.3.2 Originated by US Dial Tone's customer and completed to the customer of a third-party LEC using GTE's unbundled local switching in a distant end office.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared transport charge between the two offices will apply when US Dial Tone uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - 2.3.3 Originated by US Dial Tone's customer and completed to the network of a third-party LEC interconnected with GTE's network.
 - (a) (For use of the local switch): local switching charge at the originating office.

- (b) Common transport charge will apply when US Dial Tone uses GTE's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.
 - (c) Tandem Switching, where applicable.
- 2.3.4 Originated by US Dial Tone's customer and completed by another of US Dial Tone's customers being served through GTE's unbundled local switching in a distant office.
 - (a) (For use of the local switch): local switching charge at the originating office.
 - (b) Shared transport charge between the two offices will apply when US Dial Tone uses GTE's transport.
 - (c) Tandem Switching, if applicable.
 - (d) (For use of the local switch): local switching charge at the terminating office.
- 2.3.5 Originated by a GTE customer and terminated to US Dial Tone's customer using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
 - (b) (For call termination): US Dial Tone will charge GTE local switching at the terminating office.
- 2.3.6 Originated by a customer of a third-party LEC (not affiliated with US Dial Tone) using GTE's unbundled local switching in a distant end office and terminated to US Dial Tone's customers using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.3.7 Originated by a customer of the network of a third-party LEC interconnected with GTE's network and terminated to US Dial Tone's customers using GTE's unbundled local switching.
 - (a) (For use of the local switch): local switching charge at the terminating office.
- 2.4 For intrastate Switched Access calls where US Dial Tone is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:
 - 2.4.1 For calls originated from US Dial Tone's customer to an IXC switch for completion.
 - (a) (For use of the local switch): local switching charge at the office.
 - (b) Shared Transport;

(c) Tandem Switching

2.4.2 For calls terminating to US Dial Tone's end-user customer from an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the terminating office.

(b) Shared Transport;

(c) Tandem Switching

2.5 For interstate Switched Access calls where US Dial Tone is using GTE's unbundled local switching for calls originated from or terminated to an IXC for completion:

2.5.1 For calls originated from US Dial Tone's customer to an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Shared Transport;

(c) Tandem Switching

2.5.2 For calls terminating to US Dial Tone's customer from an IXC switch for completion:

(a) (For use of the local switch): local switching charge at the terminating office.

(b) Shared Transport;

(c) Tandem Switching

3. Unbundled local switching will be billed on a per minute of use basis and applied to all originating and interswitch terminating traffic, including, but not limited to local, toll, operator services, directory assistance, 911/E-911, 500, 700, 800/888, 900, 950, 976, busy calls, no answer, incomplete. Where non-conversation time cannot be measured, the parties will mutually agree on the appropriate measure and charge. Where measurement of terminating local switching minutes is not available, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes.

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APPENDIX G
COLLOCATION RATES

| CAGED COLLOCATION RATES | | | |
|---|------------------------|-----------|------------|
| Elements | Increment | NRC / MRC | Rate |
| Non-Recurring Prices | | | |
| Engineering Costs | | | |
| Engineering/Major Augment Fee | per occurrence | NRC | \$1,169.68 |
| Minor Augment Fee | per occurrence | NRC | \$199.42 |
| Access Card Administration (New/Replacement) | per card | NRC | \$22.88 |
| Site Preparation Charge | | | |
| Initial 100 Square Feet | per sq ft | NRC | 336.00 |
| Incremental - Over 100 Square Feet | per sq ft | NRC | 42.00 |
| Cable Racking - Dedicated | | | |
| Engineering | per project | NRC | \$78.19 |
| Installation and Materials - Racking | per linear foot | NRC | \$34.42 |
| Cage Enclosure | | | |
| Cable Fencing | per sq. ft. fencing | NRC | \$8.09 |
| Cage Gate | per gate | NRC | \$458.72 |
| Cage Grounding Bar | per bar | NRC | \$1,420.59 |
| DC Power Facility | | | |
| Termination | per pwr run | NRC | \$66.56 |
| Power Cable Pull - Labor | per linear foot | NRC | \$11.09 |
| Engineering | per project | NRC | \$78.19 |
| Fiber Cable Pull | | | |
| Engineering Costs | per project | NRC | \$606.30 |
| Place Innerduct | per linear foot | NRC | \$1.36 |
| Pull Cable | per linear foot | NRC | \$0.93 |
| Cable Fire Retardant | per occurrence | NRC | \$44.37 |
| Fiber Cable Splice | per fiber | NRC | \$49.33 |
| Facility Pull | | | |
| Engineering Costs | per project | NRC | \$33.82 |
| Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber | per linear foot | NRC | \$1.11 |
| Per DSO Cable Termination (Connectorized) | per 100 pr | NRC | \$4.44 |
| Per DS1 Cable Termination (Connectorized) | per 28 pr | NRC | \$1.11 |
| Per DS3 (coaxial) Termination | | | |
| Per Termination (Preconnectorized) | per DS3 | NRC | \$1.11 |
| Per Termination (Unconnectorized) | per DS3 | NRC | \$11.09 |
| BITS Timing | | | |
| Engineering Costs | per project | NRC | \$34.93 |
| Material Cost and Pull Shielded Cable | per linear foot | NRC | \$1.25 |

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Monthly Recurring Prices

| | | | |
|--|-------------------|-----|----------|
| Cage Floor Space including Shared Access Area | 1 sq ft | MRC | \$2.73 |
| Cable Space (Subduct Space) | | | |
| Manhole | per project | MRC | \$4.89 |
| Subduct | per linear foot | MRC | \$0.04 |
| DC Power Facility and Utility | | | |
| Utility, Power Supply, Fuse Panels and Fuses | 40 amps | MRC | \$612.87 |
| Facility Termination | | | |
| DSO Cable - Material | per 100 pr. | MRC | \$3.13 |
| DS1 Cable - Material | per 28 pr. | MRC | \$12.34 |
| DS3 Cable - Material | per DS3 | MRC | \$16.11 |
| Cable Vault Splice | | | |
| Fiber Cable - 48 fiber | | | |
| Material | per splice | MRC | \$8.66 |
| Space Utilization in Cable Vault | per subduct | MRC | \$0.82 |
| Fiber Cable - 96 fiber | | | |
| Material | per splice | MRC | \$24.66 |
| Space Utilization in Cable Vault | per subduct | MRC | \$0.82 |
| Cable Rack - Common | | | |
| Metallic DSO Cable - Space Utilization | per linear foot | MRC | \$0.01 |
| Metallic DS1 Cable - Space Utilization | per linear foot | MRC | \$0.01 |
| Fiber Cable - Space Utilization | per innerduct ft. | MRC | \$0.01 |
| BITS Timing | per port | MRC | \$9.06 |

CAGELESS COLLOCATION RATES

| Elements | Increment | NRC / MRC | Rate |
|--|-----------------|-----------|------------|
| Non-Recurring Prices | | | |
| Engineering Costs | | | |
| Engineering Fee | per occurrence | NRC | \$1,169.68 |
| Augment/Change Current Svc Arrangements | per occurrence | NRC | \$199.42 |
| Access Card Administration (New/Replacement) | | | |
| | per card | NRC | \$22.88 |
| Cageless Site Preparation Charge | | | |
| | per bay | NRC | 4800.00 |
| Cable Racking - Dedicated | | | |
| Engineering | per project | NRC | \$78.19 |
| Installation and Materials - Racking | per linear foot | NRC | \$34.42 |
| DC Power Facility | | | |
| Termination | per pwr run | NRC | \$66.56 |
| Power Cable Pull - Labor | per linear foot | NRC | \$11.09 |
| Engineering | per project | NRC | \$78.19 |
| Fiber Cable Pull | | | |
| Engineering Costs | per project | NRC | \$606.30 |
| Place Innerduct | per linear foot | NRC | \$1.36 |
| Pull Cable | per linear foot | NRC | \$0.93 |
| Cable Fire Retardant | per occurrence | NRC | \$44.37 |
| Fiber Cable Splice | | | |
| | per fiber | NRC | \$49.33 |
| Facility Pull | | | |
| Engineering Costs | per project | NRC | \$33.82 |
| Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber | per linear foot | NRC | \$1.11 |
| Per DSO Cable Termination (Connectorized) | per 100 pr | NRC | \$4.44 |
| Per DS1 Cable Termination (Connectorized) | per 28 pr | NRC | \$1.11 |
| Per DS3 (coaxial) Termination | | | |
| Per Termination (Preconnectorized) | per DS3 | NRC | \$1.11 |
| Per Termination (Unconnectorized) | per DS3 | NRC | \$11.09 |
| BITS Timing | | | |
| Engineering Costs | per project | NRC | \$34.93 |
| Material Cost and Pull Shielded Cable | per linear foot | NRC | \$1.25 |
| Monthly Recurring Prices | | | |
| Relay Rack Floor Space including Shared Access Area | | | |
| | per linear foot | MRC | \$11.59 |
| Cabinet Floor Space including Shared Access Area | | | |
| | per linear foot | MRC | \$15.68 |
| Cable Space | | | |
| Subduct Space | | | |
| Manhole | per project | MRC | \$4.89 |
| Subduct | per linear foot | MRC | \$0.04 |
| DC Power Facility and Utility | | | |
| Utility, Power Supply, Fuse Panels and Fuses | 40 amps | MRC | \$612.87 |
| Facility Termination | | | |
| DSO Cable - Material | per 100 pr. | MRC | \$3.13 |
| DS1 Cable - Material | per 28 pr. | MRC | \$12.34 |
| DS3 Cable - Material | per DS3 | MRC | \$16.11 |

Cable Vault Splice**Fiber Cable - 48 fiber**

| | | | |
|----------------------------------|-------------|-----|--------|
| Material | per splice | MRC | \$8.66 |
| Space Utilization in Cable Vault | per subduct | MRC | \$0.82 |

Fiber Cable - 96 fiber

| | | | |
|----------------------------------|-------------|-----|---------|
| Material | per splice | MRC | \$24.66 |
| Space Utilization in Cable Vault | per subduct | MRC | \$0.82 |

Cable Rack - Common

| | | | |
|--|-----------------|-----|--------|
| Metallic DSO Cable - Space Utilization | per linear foot | MRC | \$0.01 |
|--|-----------------|-----|--------|

| | | | |
|--|-----------------|-----|--------|
| Metallic DS1 Cable - Space Utilization | per linear foot | MRC | \$0.01 |
|--|-----------------|-----|--------|

| | | | |
|---------------------------------|-------------------|-----|--------|
| Fiber Cable - Space Utilization | per innerduct ft. | MRC | \$0.01 |
|---------------------------------|-------------------|-----|--------|

BITS Timing

| | | |
|----------|-----|--------|
| per port | MRC | \$9.06 |
|----------|-----|--------|

ADJACENT COLLOCATION RATES

| Elements | Increment | NRC / MRC | Rate |
|---|------------------|-----------|----------|
| Non-Recurring Prices | | | |
| Engineering Fee | per occurrence | NRC | \$958.00 |
| Fiber Cable Pull | | | |
| Engineering Costs | per project | NRC | \$606.30 |
| Place Innerduct | per linear foot | NRC | \$1.36 |
| Pull Cable | per linear foot | NRC | \$0.93 |
| Cable Fire Retardant | per occurrence | NRC | \$44.37 |
| Metallic Cable Pull | | | |
| Engineering Costs | per project | NRC | \$606.30 |
| Pull Cable | per linear foot | NRC | \$1.05 |
| Cable Fire Retardant | per occurrence | NRC | \$44.37 |
| Cable Splice | | | |
| Metallic DSO, DS1 or Fiber | | | |
| Engineering Costs | per project | NRC | \$30.32 |
| Splicing (greater than 200 pair) | per DSO/DS1 pair | NRC | \$1.38 |
| Splicing (less than 200 pair) | per DSO/DS1 pair | NRC | \$1.38 |
| Splicing Fiber Cable | per fiber | NRC | \$49.33 |
| Facility Pull | | | |
| Engineering Costs | per project | NRC | \$33.82 |
| Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber | per linear foot | NRC | \$1.11 |
| Per DSO Cable Termination | | | |
| Per Termination (C) | per 100 pr | NRC | \$4.44 |
| Per Termination (UC) | per 100 pr | NRC | \$44.37 |
| Per DS1 Cable Termination | | | |
| Per Termination (C) | per 28 pr | NRC | \$1.11 |
| Per Termination (UC) | per 28 pr | NRC | \$27.77 |
| Per DS3 (coaxial) Termination | | | |
| Per Termination (Preconnectorized) | per DS3 | NRC | \$1.11 |
| Per Termination (Unconnectorized) | per DS3 | NRC | \$11.09 |
| Per Fiber Cable Termination | | | |
| Per Termination | per fiber | NRC | \$49.33 |
| BITS Timing | | | |
| Engineering Costs | per project | NRC | \$34.93 |
| Material Cost and Pull Shielded Cable | per linear foot | NRC | \$1.25 |
| Monthly Recurring Prices | | | |
| Cable Space | | | |
| Subduct Space | | | |
| Manhole | per project | MRC | \$4.89 |
| Subduct | per linear foot | MRC | \$0.04 |
| Conduit Space - 4" Duct - Metallic Cable | | | |
| Manhole | per project | MRC | \$8.84 |
| Conduit | per linear foot | MRC | \$0.05 |

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Facility Termination

| | | | |
|----------------------|-------------|-----|---------|
| DSO Cable - Material | per 100 pr. | MRC | \$3.13 |
| DS1 Cable - Material | per 28 pr. | MRC | \$12.34 |
| DS3 Cable - Material | per DS3 | MRC | \$16.11 |

Cable Vault Splice**Metallic DSO Cable per 1200 pair**

| | | | |
|----------------------------------|------------|-----|----------|
| Material | per splice | MRC | \$449.44 |
| Space Utilization in Cable Vault | per cable | MRC | \$3.00 |

Metallic DSO Cable per 900 pair

| | | | |
|----------------------------------|------------|-----|----------|
| Material | per splice | MRC | \$329.12 |
| Space Utilization in Cable Vault | per cable | MRC | \$2.75 |

Metallic DSO Cable per 600 pair

| | | | |
|----------------------------------|------------|-----|----------|
| Material | per splice | MRC | \$218.79 |
| Space Utilization in Cable Vault | per cable | MRC | \$1.94 |

Metallic DS1 Cable

| | | | |
|----------------------------------|------------|-----|---------|
| Material | per splice | MRC | \$45.54 |
| Space Utilization in Cable Vault | per cable | MRC | \$0.44 |

Fiber Cable - 48 fiber

| | | | |
|----------------------------------|-------------|-----|--------|
| Material | per splice | MRC | \$8.66 |
| Space Utilization in Cable Vault | per subduct | MRC | \$0.82 |

Fiber Cable - 96 fiber

| | | | |
|----------------------------------|-------------|-----|---------|
| Material | per splice | MRC | \$24.66 |
| Space Utilization in Cable Vault | per subduct | MRC | \$0.82 |

Cable Rack - Common

| | | | |
|--|-----------------|-----|--------|
| Metallic DSO Cable - Space Utilization | per linear foot | MRC | \$0.01 |
|--|-----------------|-----|--------|

| | | | |
|--|-----------------|-----|--------|
| Metallic DS1 Cable - Space Utilization | per linear foot | MRC | \$0.01 |
|--|-----------------|-----|--------|

| | | | |
|---------------------------------|-------------------|-----|--------|
| Fiber Cable - Space Utilization | per innerduct ft. | MRC | \$0.01 |
|---------------------------------|-------------------|-----|--------|

| | | | |
|-------------|----------|-----|--------|
| BITS Timing | per port | MRC | \$9.06 |
|-------------|----------|-----|--------|

MISCELLANEOUS COLLOCATION RATES

| Elements | Increment | NRC / MRC | Rate |
|---|-----------------|-----------|------------|
| Labor: | | | |
| Overtime Installation Labor | per rates below | | |
| Overtime Repair Labor | per rates below | | |
| Additional Installation Testing Labor | per rates below | | |
| Standby Labor | per rates below | | |
| Testing & Maintenance with Other Telcos, Labor | per rates below | | |
| Other Labor | per rates below | | |
| Labor Rates: | | | |
| Basic Time, Business Day, Per Technician | | | |
| First Half Hour or Fraction Thereof | | NRC | \$42.76 |
| Each Additional Half Hour or Fraction Thereof | | NRC | \$21.38 |
| Overtime, Outside the Business Day | | | |
| First Half Hour or Fraction Thereof | | NRC | \$100.00 |
| Each Additional Half Hour or Fraction Thereof | | NRC | \$75.00 |
| Prem.Time,Outside Business Day, Per Tech | | | |
| First Half Hour or Fraction Thereof | | NRC | \$150.00 |
| Each Additional Half Hour or Fraction Thereof | | NRC | \$125.00 |
| GTE Provided Cable Rates: | | | |
| Facility Cable | | | |
| DS-O Cable (Connectorized) 100 pair | 100 ft. | NRC | \$157.69 |
| DS-1 Cable (Connectorized) | 100 ft. | NRC | \$165.77 |
| DS-3 Coax Cable | per linear foot | NRC | \$0.42 |
| Shielded Cable (Orange jacket) | per linear foot | NRC | \$0.16 |
| Power Cable | | | |
| Wire Power 1/0 | per linear foot | NRC | \$0.77 |
| Wire Power 2/0 | per linear foot | NRC | \$1.11 |
| Wire Power 3/0 | per linear foot | NRC | \$1.24 |
| Wire Power 4/0 | per linear foot | NRC | \$1.52 |
| Wire Power 350 MCM | per linear foot | NRC | \$2.60 |
| Wire Power 500 MCM | per linear foot | NRC | \$3.63 |
| Wire Power 750 MCM | per linear foot | NRC | \$5.58 |
| Wire Ground #6 | per linear foot | NRC | \$0.15 |
| Collocation Space Report | per premise | NRC | \$1,637.25 |

APPENDIX 49A
AMENDMENT OF CERTAIN RATES, TERMS AND CONDITIONS
AT&T/GTE TERMS

Pursuant to Article III, Section 49 of this Agreement and subject to all of the terms and conditions thereof, the attached AT&T Terms referred to in Section 49 and attached herein as pages 49A-2 through 49A-10 will be substituted for the GTE Terms, which are set out in Appendix 49B.

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Attachment 1 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
From Main agreement of
AT&T Arbitrated Agreement

Missouri

From Main Agreement, Sections 24 and 25

24. Telecommunications Services Provided for Resale

Upon request by AT&T in accordance with Section 25.1 and subject to the restrictions contained in Section 25.3 hereunder, GTE shall make available to AT&T at the applicable rate set forth in Attachment 14, any Telecommunications Service that GTE currently offers or may hereafter offer at retail to subscribers that are not telecommunications carriers. GTE shall also provide to AT&T local service customers of each such Telecommunications Service the service support functions GTE provides to its own local service customers of the same Telecommunications Service. Such Telecommunications Services and service support functions (preordering, ordering, provisioning, maintenance, repair and billing) provided by GTE pursuant to this Section are collectively referred to as "Local Services."

25. General Terms and Conditions for Resale

25.3 Restrictions on Resale

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions may apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: (i) AT&T shall not resell residential services to business customers; (ii) AT&T shall not resell low-income customer services to nonqualifying customers, and (iii) AT&T shall not resell special restricted educational services only to eligible educational institutions.

Attachment 1 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
Annex 1 of Attachment 14
AT&T Arbitrated Agreement
Schedule of Wholesale Discounts

Missouri

| | |
|---|-----------------------------------|
| Basic Local Service (Residence & Business) | 26.93% |
| Line Charge | 26.93% |
| Usage Charge | 26.93% |
| Features | 26.93% |
| Listing Charges | 26.93% |
| Non-recurring Charges | 26.93% |
| Toll Service | 26.93% |
| Operator Services | 26.93% |
| Directory Assistance | 26.93% |
| Business Trunk and Service Arrangements | 26.93% |
| ISDN Services | 26.93% |
| CENTRANET Services | 26.93% |
| Private Line Services | 26.93% |
| Inbound/Outbound Services | 26.93% |
| Promotional Offerings (90 days or more) | 26.93% |
| Promotional Offerings (less than 90 days) | Not subject to wholesale discount |
| Services for disabled persons (including free directory assistance) | Not subject to wholesale discount |
| All Other Services not specifically identified above | 26.93% |

Attachment 2 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
From Attachment 14
AT&T Arbitrated Agreement
Prices for Unbundled Network Elements
Missouri

The prices listed in this Appendix 2 are interim prices, subject to further order of the Commission. However, the prices listed in this Appendix 2 will remain in effect for the Initial Contract Period unless amended pursuant to pricing orders applicable to Network Elements and Combinations provided by GTE to AT&T in the State. At the end of the initial contract period, the agreement will automatically renew for an additional one year term, unless one party gives 90 days written notice of a wish to terminate. Upon the giving of such written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix 2 will continue to remain in effect.

Attachment 1 Appendix 49A
Amendment to Certain Rates, Terms and Conditions
Annex 2 from Attachment 14
AT&T Arbitration Agreement

Missouri

Summary of PSC Modified Monthly Recurring Costs
For GTE of the Midwest Inc.

| | Geographic Zone 1 | Geographic Zone 2 | Geographic Zone 3 | Geographic Zone 4 | Weighted Avg Rate |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <u>Unbundled Loops</u> | | | | | |
| 2-Wire 8dB Loop | \$14.71 | \$16.41 | \$27.12 | \$36.31 | \$22.12 |
| 4-Wire 8dB Loop | \$21.69 | \$24.20 | \$40.00 | \$53.55 | \$32.62 |
| ISDN-BRI | \$28.12 | \$31.37 | \$51.84 | \$69.41 | \$42.28 |

| | |
|------------|--------|
| <u>NID</u> | |
| Basic NID | \$1.60 |
| 12x NID | \$1.66 |

| | |
|-----------------------|---------|
| <u>Cross Connects</u> | |
| 2-Wire | \$0.31 |
| 4-Wire | \$0.62 |
| DS-1 | \$3.95 |
| DS-3 | \$27.20 |

| | |
|------------------------------------|------------|
| <u>Local Switching</u> | |
| Per Originating or Terminating MOU | \$0.002591 |
| Port Charges per Month | |
| Analog Port | \$1.86 |
| DS-1 Port | \$67.72 |

| | |
|-------------------------|------------|
| <u>Tandem Switching</u> | |
| Per MOU | \$0.001440 |

| | |
|------------------------------|--|
| <u>Interoffice Transport</u> | |
| Shared Transport | |
| Common Transport | Interstate Direct Trunked <u>Interstate</u> <u>Tandem</u> <u>Switched</u> Transport Rates |
| Direct Trunked Transport | |
| DS-0 Equivalent | \$3.73 |
| Voice Facility per ALM | Interstate Dedicated Switched <u>Direct</u> <u>Trunked</u> |
| DS1 Facility | Interstate Dedicated Switched <u>Direct</u> <u>Trunked</u> Transport |
| DS1 Per Termination | Interstate Dedicated Switched <u>Direct</u> <u>Trunked</u> Transport |

DS3 Per Termination

Interstate Dedicated Switched Direct Trunked
Transport

Database and Signaling Systems

Signaling Links and STP

| | |
|-----------------------------|---------------------------------|
| DSX Link | Corresponding Interstate Rate |
| Signal Transfer Point (STP) | Corresponding Interstate Rate |
| Port Termination | Corresponding Interstate Rate |
| Signal Transfer Point | |
| per Message | \$0.00064 per signaling message |
| Signal Control Point | |
| per Message | \$0.00108 per signaling message |

Call Related Databases

Line Information Database

| | |
|-------------------------|---------------------------------|
| ABS queries | \$0.00108 per signaling message |
| Transport (ABS queries) | \$0.00108 per signaling message |

Toll Free Calling Databases

| | |
|---------------|---------------------------------|
| DB800 Queries | \$0.00108 per signaling message |
|---------------|---------------------------------|

Dark Fiber

| | |
|--|-----------------|
| Burled Fiber, per fiber, per foot | need cost study |
| Underground Fiber, per fiber, per foot | need cost study |

All ~~separate~~ Overlaid Services
per month

\$0.289

Summary of PSC Modified Non-Recurring Costs

For GTE of the Midwest Inc.

| <u>Unbundled Element</u> | <u>Non-Recurring Charge</u> |
|--------------------------|-----------------------------|
| Local Loop | \$29.18 |
| Switch Port | \$15.77 |

Attachment 4 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
AT&T Arbitrated Agreement
Reciprocal Compensation
Missouri

Scope.

This Appendix prescribes the methods and means for reciprocal compensation of interconnect traffic between GTE's and AT&T's networks as well as transiting traffic between AT&T and third party LECs or ILECs.

Interconnecting Local Traffic.

On each three (3) month anniversary of the Interconnection Activation Date in a Market Area, the Parties will review the minutes of usage for interconnect traffic for the prior quarter. If the minutes of usage imbalance for interconnect traffic for that period is less than ten (10%) percent, neither Party shall charge the other for services provided under this Appendix. If an imbalance is greater than ten (10%) percent, then the appropriate party may bill the other using the rates discussed in this Appendix. In the event of a disagreement regarding reciprocal compensation billing, either Party may invoke the dispute resolution procedures of Attachment 1.

Transiting Traffic.

AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as described in Annex 1 to this Appendix 4.

Information Services Traffic.

The Information Services Billing and Collection Charge is set forth in Annex 1 to this Appendix.

BLV/BLVI Traffic.

Each party shall charge the other for BLV/BLVI Services on a bill and keep basis.

Attachment 4 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
AT&T Arbitrated Agreement
Prices for Reciprocal Compensation
Missouri

| | | |
|----------------------|---|---|
| Dedicated transport | - | GTE Interstate Dedicated Switched Direct Trunked Transport Rate |
| Common transport | - | GTE Interstate Direct Trunked Interstate Tandem Switched Transport Rate |
| End Office Switching | - | \$0.002591 GTE Interstate End Office Switching Rate |

Transiting Service Charge

To be determined

Effective Interstate Tandem Switching Rates + Effective Interstate
Transport Access Rates

Information Services Billing and Collection Charge

[To be provided following review of GTE cost data]

Attachment 5 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
AT&T Arbitrated Agreement
Prices for Local Number Portability
Missouri

There will be no charge for number portability provided by one Party for the other. Recovery of the costs of implementing interim number portability will be made in a competitively neutral manner, based on further study and order by the Commission.

Attachment 6 to Appendix 49A
Amendment to Certain Rates, Terms and Conditions
AT&T Arbitrated Agreement
Prices for Trunking Interconnection
Missouri

Appendix 48A Dedicated Transport Rates

AT&T furnished Dedicated Transport

Effective Interstate Access Rates

GTE Dedicated Transport

Effective Interstate Access Rates

APPENDIX 49B
AMENDMENT OF CERTAIN RATES, TERMS AND CONDITIONS
GTE TERMS

Pursuant to Article III, Section 49 of this Agreement, the following terms shall be applied in place of the terms in Appendix 49A (AT&T Terms) in the event the terms from the selected arbitrated agreement are deemed to be unlawful, or are stayed or enjoined by a court or commission of competent jurisdiction.

The Interconnection Rates in Appendix A will apply.

The Interim Number Portability Rates in Appendix B will apply.

The Resale Discount in Appendix C will apply.

3.2.3.1

The Unbundled Network Element rates in Appendix D will apply.

The Resale terms in Article VI will apply.