

spaces and hyphens.

ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to MCI.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters
NAME - FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters

NAME - SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	e.g. SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	e.g. MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	e.g. MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters
NICKNAME	Another name the listed customer may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed customer's profession, business, or location, e.g. ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters

**STANDARD
TELEPHONE
NUMBER ***

NPA NXX-LINE

**Optional: 12 characters,
including space and hyphen**

**NON-STANDARD
TELEPHONE
NUMBER ***

**Telephone numbers less than or
more than the standard telephone
number.**

**Optional: Minimum of 1
digit, maximum of 22
characters, including
spaces and hyphens**

*** Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.**

6.3 Standards

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

6.4 Performance Measurements and Reporting

6.4.1 MCI shall provide information on new customers to ILEC within one (1) business day of the order completion. ILEC shall update the database within one (1) business days of receiving the data from MCI. If ILEC detects an error in the MCI provided data, the data shall be returned to MCI within two (2) business days from when it was provided to ILEC. MCI shall respond to requests from ILEC to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

6.4.2 ILEC shall provide to MCI, at a minimum, performance metrics and service results regarding speed of answer, average work time, abandoned from queue measurements, and disaster recovery plans/procedures.

6.4.3 ILEC shall notify MCI 48 hours in advance of any scheduled testing or maintenance affecting MCI 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCI 911 service.

6.4.4 In a resale situation where it may be appropriate for ILEC to update the ALI database, it must be updated with MCI data in an interval no less than is experienced by ILEC customers, or than for other carriers, whichever is faster, at no additional cost.

6.4.5 MCI may, at its discretion, further require additional and/or modified reporting as business needs demand.

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Attachment VIII

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Attachment VIII

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
Subscriber Information						
1. ILEC provides all published Subscriber List Information	Electronic Interface - within 30 days of Agreement	N	N/A	One-time only	•	To be negotiated
2. ILEC provides MCIm with changes to Subscriber List Information	Electronic Interface	N	N/A	same day as changes occurs	•	To be negotiated
3. ILEC provides all Street Address Guide Information (SAG)	Electronic Interface	N	N/A	One-time only	•	To be negotiated
1. ILEC provides changes to Street Address Guide Information (SAG)	Electronic Interface	N	N/A	same day as changes occur	•	To be negotiated
Other Information						
1. ILEC provides MCIm PICs available at a central office level	Electronic Interface		N/A		•	To be negotiated

* All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
1. MCI views customer profile information at the line and trunk level	Electronic Interface	Y	N/A	N/A	<ul style="list-style-type: none"> • MCI on-line function • Data access is transparent to user (integrated with MCI systems) 	To be negotiated
2. MCI views all features and services, including new services, trial offers and promotions available through ILEC	Electronic Interface	Y	N/A	N/A	<ul style="list-style-type: none"> • MCI on-line function • Data access is transparent to user (integrated with MCI systems) • Data will be available by end-office 	To be negotiated
3. MCI views all services and features technically available from each switch that ILEC may use to provide a Local Switching element.	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • MCI on-line function • Data access is transparent to user (integrated with MCI systems) • Data will be available by end-office 	To be negotiated
Telephone Number Reservations						
1. MCI views available list of telephone numbers	Electronic Interface	Y	N/A	N/A	<ul style="list-style-type: none"> • MCI on-line function • Data access is transparent to user 	To be negotiated

* All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCI to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
MCI reserves/assigns telephone numbers for both simple and complex services from available ILEC list/number services system	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • MCI on-line function • Data access and processing is transparent to user 	To be negotiated
3. ILEC provides confirmation of simple number reservation	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • 	To be negotiated
4. ILEC provides confirmation of complex number reservation	Electronic Interface	N	N	within 24 hours	<ul style="list-style-type: none"> • 	To be negotiated
Order Submission						
1. MCI submits order for desired resold features and services, Local Services, unbundled elements and/or combinations of elements from ILEC	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • MCI on-line function • Order is processed real-time • Data access and processing is transparent to user (integrated with MCI systems) 	To be negotiated

* All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCI to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
MCI orders local, intraLATA, InterLATA, and international service on a single order	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • MCI on-line function • Order is processed real-time • Data access and processing is transparent to user (integrated with MCI systems) 	To be negotiated
3. MCI requests suspension, termination or restoration of service	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • 	To be negotiated
4. MCI adjusts pending order due dates	Electronic Interface	Y	Y	N/A	<ul style="list-style-type: none"> • MCI on-line function • Adjustment is processed real-time • Data access and processing is transparent to user (integrated with MCI systems) 	To be negotiated
OrderTracking						
1. ILEC provides acknowledgment or rejection of Service Orders to MCI	Electronic Interface	Y	Y	within 1 hour	<ul style="list-style-type: none"> • Although the interval period is 1 hour, the order is updated real-time to reflect the acknowledgment or rejection 	To be negotiated

* All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCI to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
2. ILEC provides errors in Service Orders to MCI	Electronic Interface	Y	Y	N/A	•	To be negotiated
3. ILEC provides FOC to MCI	Electronic Interface	N	Y	within 4 hours	• Includes all components of order	To be negotiated
Provisioning						
1. ILEC provides delay notification to MCI	Electronic Interface	Y	Y	N/A	•	To be negotiated
2. ILEC provides completion notification to MCI	Electronic Interface	Y	Y	within 1 hour	•	To be negotiated
3. MCI schedules service installations	Electronic Interface	Y	Y	N/A	• MCI on-line function • Request is processed real-time • Data access and processing is transparent to user (integrated with MCI systems)	To be negotiated
4. ILEC provides charges on special construction to MCI	Electronic Interface	Y	Y	N/A	•	ILEC's LCSC will immediately notify MCI by phone

* All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCI to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
ILEC supplies MCI with Due Date Interval Guides/Job Aids	Electronic Interface	Y	N	N/A	•	To be negotiated

* All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCI to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

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Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Char
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*** All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCI to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.**

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ATTACHMENT IX

SECURITY REQUIREMENTS

Section 1. Physical Security

ILEC shall exercise the highest degree of care to prevent harm or damage to MCI_m or its employees, agents or customers, or their property. ILEC and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of MCI_m property, equipment and services including, but not limited to:

1.1 Restricting access to MCI_m equipment, support equipment, systems, tools, or spaces which contain or house MCI_m equipment enclosures to MCI_m employees and other authorized non-MCI_m personnel to the extent necessary to perform their specific job function.

1.2 Furnishing to MCI_m a current written list of ILEC's employees which ILEC authorizes to enter spaces which house or contain MCI_m equipment or equipment enclosures, including caged areas, authorized with current facsimiles of the identifying credentials to be carried by such persons.

1.3 Complying at all times with MCI_m security and safety procedures and requirements, including but not limited to sign-in, identification, and escort requirements while in spaces which house or contain MCI_m equipment or equipment enclosures and compliance with MCI_m's Physical Security Guidelines Manual.

1.4 Insuring that the area which houses MCI_m's equipment is adequately secured and monitored to prevent unauthorized entry.

1.5 Allowing MCI_m to inspect or observe spaces which house or contain MCI_m equipment or equipment enclosures at any time and to furnish MCI_m with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCI_m space.

1.6 Agreeing to partition any access device systems, whether biometric or card reader, or types which are encoded identically or mechanical coded locks on external and or internal doors to spaces which house MCI_m equipment.

1.7 Limiting the keys used in its keying systems for spaces which contain or house MCI_m equipment or equipment enclosures to ILEC employees and representatives to emergency access only. MCI_m shall further have

the right to change locks where deemed necessary for the protection and security of such spaces.

1.8 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house MCIIm equipment or equipment enclosures.

1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house MCIIm equipment or equipment enclosures.

1.10 Providing real time notification to designated MCIIm personnel to indicate an actual or attempted security breach.

1.11 Ensuring that areas designated to house MCIIm equipment are environmentally appropriate for the MCIIm equipment installation, and adequate to maintain proper operating conditions for the MCIIm equipment.

Section 2. Network Security

2.1 Providing an acceptable back-up and recovery plan to be used in the event of a system failure or emergency.

2.2 Installing controls:
to disconnect a user for a pre-determined period of inactivity on authorized ports;
to protect customer proprietary information; and
to databases to ensure both ongoing operational and update integrity.

2.3 Network Security:
Ensuring that all MCIIm-approved systems and modem access be secured through MCIIm-approved security devices.
Ensuring that access to or connection with a network element must be established through MCIIm security-approved networks or gateways.
Agreeing to comply with MCIIm Corporate Security Standards, including but not limited to "MCIIm Information Asset Security Standards", February, 1996, Document Number 076-0004-01-01.OF-ER and "MCIIm Minimum Security Baseline Standard for Information Systems", January 1996, Document Number 076-0003-01.OF-ER.

Section 3. Revenue Protection

3.1 ILEC shall make available to MCIIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. ILEC shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems ("OSS") which include but are not limited to Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, etc.

Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error.

3.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the party having administrative control of access to said Network Element or operational support system software.

3.3 ILEC shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud. ILEC shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

3.4 ILEC shall restrict system access to MCIIm confidential Information, to authorized ILEC employees and other non-MCIIm personnel, to that which is necessary to perform their specific job function and otherwise pursuant to Part A, Section 21.

Section 4. Law Enforcement Interface

ILEC shall provide seven day a week / twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by MCIIm. ILEC shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

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ATTACHMENT X

Credits for Performance Standards Failures

Section 1. General

1.1 ILEC shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements and Performance Standards (collectively referred to herein as "Performance Standards") that are specified in this Agreement. In addition, ILEC's performance under this Agreement shall provide MCIIm with the capability to meet Performance Standards that are at least equal to the highest level that ILEC provides or is required to provide by law or its own internal procedures, whichever is higher. In the event that the Performance Standards specified in the Agreement are different than the standards or measurements that ILEC provides or is required to provide by law or its own internal procedures, the highest Performance Standard shall apply.

1.2 ILEC and MCIIm agree that delays in the provision of services, failures to meet the Performance Standards required by this Agreement and delays in providing Customer Usage Data in accordance with the requirements of this Agreement, will cause MCIIm to suffer damages. The credits set forth in this Attachment X are intended to compensate MCIIm, partially and immediately, for the loss in value caused by ILEC's failure to meet Performance Standards, and are not intended to be liquidated damages.

1.3 In the event that any service is not installed, provisioned, or maintained in accordance with the Due Dates specified in this Agreement, ILEC shall grant MCIIm a credit ("Delay Credit") calculated as provided herein.

1.4 In the event that a service fails to meet the Performance Standard requirements imposed by this Agreement (or is interrupted causing loss of continuity or functionality), ILEC shall grant MCIIm a credit ("Performance Failure Credit"), as set forth herein.

1.5 In the event that Customer Usage Data is not provided within the time period required by this Agreement, or in the event that Customer Usage Data is not provided in accordance with the specifications of this Agreement, ILEC shall pay to MCIIm an amount ("Customer Usage Credit") calculated as provided herein.

1.6 MCIIm also shall have the option to obtain an alternative service from ILEC to replace service for which a Performance Failure Credit or Delay Credit is due. ILEC will be responsible for any amounts (including installation charges) in excess of the otherwise applicable charges under this Agreement for the affected service. MCIIm may obtain an alternative service from another vendor, if available. MCIIm shall choose the least costly service provided by such vendor that reasonably meets its needs, shall subscribe to such service for the minimum commercially available period and shall move all affected traffic to the newly installed, repaired or restored service as soon as possible after the end of such period. ILEC shall be fully responsible for all obligations and shall pay in full all charges associated with the cost of such replacement service. Any minimum volume commitments shall be reduced by the amount of service which MCIIm has substituted.

1.7 ILEC and MCIIm agree that remedies at law alone are inadequate to compensate MCIIm for failures to meet the Performance Standard requirements specified by this Agreement, failures to install or provision services in accordance with the Due Dates specified in this Agreement, or for failures to provide Customer Usage Data in accordance with this Agreement. MCIIm shall have the right to seek injunctive relief and other equitable remedies (in addition to remedies provided in this Agreement, at law and through administrative process) to require ILEC (i) to cause the service ordered by MCIIm to meet the Performance Standards specified by this Agreement, (ii) install or provision service ordered by MCIIm within the Due Dates specific in this Agreement and (iii) to provide Customer Usage Data in accordance with this Agreement.

Section 2. Credits for Failure to Meet Performance Standards

ILEC shall pay to MCIIm the amount of any credits due hereunder, or MCIIm may, at MCIIm's option, offset against charges due to ILEC the amounts specified in this Attachment for delays in the provision of services, failures to meet the Performance Standards required by this Agreement or delays in the provision of Customer Usage Data or failures to provide such data in accordance with the requirements of this Agreement. Unless otherwise specified by MCIIm, performance against Performance Standards will be measured on a monthly basis.

Section 3. Delay Credits.

3.1 Customer-Specific Services.

3.1.1 If ILEC does not satisfy any Performance Standard related to: (i) a deadline for the provisioning to MCIIm of Local Resale, (ii) a deadline for the provisioning of service or support functions related

to Local Resale, or (iii) the delivery date(s) for error-free provisioning of Network Elements or Local Interconnection, ILEC will be liable to MCI for a credit for each and every order for service that has been delayed or not properly completed.

3.1.2 Credits shall consist of: (i) a waiver of any associated provisioning/installation charge; and (ii) a delay credit equal to the associated monthly charge for the service for each month or partial month of delay.

3.2 Non-Customer Specific Services.

3.2.1 If ILEC fails to satisfy any Performance Standard related to the delivery dates for error-free provisioning Network Elements (Attachments III and VIII), ILEC will be liable to MCI for a Delay Credit for each and every order for non-customer specific Network Elements that has been delayed or not properly completed.

3.2.2 The Delay Credit shall consist of: (i) a waiver of any associated provisioning/installation charge; and (ii) a delay credit equal to \$25,000 per day for each day of delay.

Section 4. Performance Failure Credits

4.1 If ILEC fails to satisfy any Performance Standard specified in this Agreement, ILEC will be liable for a Performance Failure Credit in the amounts set forth below for each and every outage/trouble call that is not restored/resolved in the specified interval.

Interval	Standard	Performance Failure Credit (per line or equivalent DSO circuit per 24 hour period or part thereof)
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**Outage Requiring
Premises Visit***

4 hours	90%	\$ 50.00
8 hours	95%	\$ 75.00
16 hours	99%	\$100.00

**Outage Not Requiring
Premises Visit**

2 hours	85%	\$ 50.00
3 hours	95%	\$ 75.00
4 hours	99%	\$100.00
Trouble Calls 24 hours	95%	\$ 75.00

- * A referral received between 6.00 P.M. and 8:00 A.M. shall be treated as though it were received at 8:00 A.M. for Performance Standard purposes.

Section 5.Credits for Delayed or Improperly Provided Customer Usage Data

5.1 If ILEC fails to satisfy the "Does Not Meet Expectations" Rating Criteria set forth in Section 4 of Attachment VIII of this Agreement for providing Customer Usage Data. ILEC will be liable for a Customer Usage Credit for each day that such data is delayed. The daily amount of the Customer Usage Credit shall be calculated using the following formula:

(Number of Messages Delayed x Average Revenue Per Message)

30

MCIm shall provide the Average Revenue Per Message factor.