

be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/ Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/ Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.61 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

1.62 "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.65 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.67 "Switching Element" is the unbundled Network Element that provides a CLEC or CMRS provider the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.67A "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.68 "Technically Feasible Point" is As Described in the Act.

1.69 "Telecommunications" is As Defined in the Act.

1.70 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.71 "Telecommunications Carrier" is As Defined in the Act.

1.72 "Telecommunications Service" is As Defined in the Act.

1.73 "Telephone Exchange Service," sometimes also referred to as "Exchange Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

1.74 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. InterMTA Traffic is Toll Traffic.

1.75 "Transit Traffic" means any traffic that originates from or terminates at one Party's network, "transits" the other Party's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides each Party with the ability to use its connection to the other Party's network for the delivery of calls which originate or terminate with it and terminate to or originate from a third carrier. In these cases, neither the originating nor terminating Customer is a Customer of the Transit Traffic Service provider. With respect to BA, this service is provided through BA's Access Tandem Switches. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.76 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.76A "Type 1 Line Side Facility" means Connecting Circuits that interconnect CO W/B's IP to a BA End Office Switch, for the transmission and routing of terminating traffic between parties including, but not limited to, intraLATA and interLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500, and 911 traffic.

1.77 "Type 2A Trunks" means Connecting Circuits that interconnect CO W/B's IP to a BA Access Tandem Switch, permitting CO W/B access to other BA Central Office Switches subtending that Access Tandem Switch.

1.77A "Type 2B Trunks" means Connecting Circuits that interconnect CO W/B's IP to a BA End Office Switch. Through this interface CO W/B can establish connections only to those telephone numbers served by that End Office Switch.

1.77B "Type S Interconnection Service" is a CCS network interconnection facility between one Party's BA STP and the other Party's signaling point of interface on which SS7 protocol is used to transport SS7 ISUP and SS7 TCAP messages.

1.78 "Unbundled Local Loop Element" or "ULL" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or network interface device (NID) if installed) in or at a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.79 "Verification with Call Interruption" or "VCI" means a service that may be requested and provided when Line Status Verification has determined that a line is busy due to an ongoing call. VCI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.80 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.81 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for the exchange of traffic.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 14, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree to negotiate in good faith to reconcile and resolve such conflict. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid

conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2

3.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, and Ancillary Traffic.

3.1 Scope

3.1.1 Section 3 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties may configure the following separate and distinct trunk groups:

Type 1 Line Side Facilities for the transmission and routing of terminating traffic between the parties including, but not limited to, intraLATA and InterLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic via a BA End Office Switch; and

Type 2 A Trunks for the transmission and routing of terminating Local Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA Access Tandem, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

Type 2B Trunks for the transmission and routing of terminating Local Traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA End office Switch, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

Access Toll Connecting Trunks for the transmission and routing of traffic, including untranslated InterLATA 800/888 traffic (when technically feasible) between CO W/B's Customers and purchasers of BA's Switched Exchange Access Service via a BA Access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below; and

As required, 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 6 below, and

As required, Directory Assistance Trunks for the transmission and routing of directory assistance traffic, in accordance with subsection 14 below

3.1.2 The arrangements provided in subsection 3.2 of this Agreement shall provide the Parties with Interconnection to each other's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the reciprocal transport and termination of traffic may take place, in the case of BA, at a terminating End Office, an Access Tandem, a mid-span meet, a Local Serving Wire Center and/or other points as specified herein, and, in the case of CO W/B, at a IP as specified herein (collectively, the "Interconnection Points" or "IPs"). For purposes of Interconnection, if CO W/B delivers traffic to BA at a BA End Office or Tandem point of Interconnection other than the terminating End Office or Tandem subtended by the terminating End Office, then such BA End Office or Tandem shall be deemed to be a Local Serving Wire Center. In such instances and whenever CO W/B utilizes a Local Serving Wire Center as a point of Interconnection, CO W/B shall designate that such traffic be transported via a separate trunk group to the BA Tandem that is subtended by the applicable terminating End Office. In such cases, the BA Tandem subtended by the terminating End Office will serve as the BA-IP (as defined below).

3.1.3 The Parties shall establish physical interconnection points at each other's available IPs. The mutually agreed-upon IPs on the network at which CO W/B will provide for reciprocal transport and termination of traffic shall be designated as the CO W/B Interconnection Points ("X-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs"), and shall be either a BA terminating End Office or Tandem. In recognition of the large number and variety of BA-IPs available for use by CO W/B, CO W/B's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of X-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to CO W/B as points of Interconnection pursuant to subsection 3.2.1 above, CO W/B shall charge BA no more than CO W/B's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a X-IP. The Parties may by mutual agreement in writing establish additional interconnection points at any technically feasible points consistent with the Act.

3.2 Physical Architecture

3.2.1 In each LATA, the Parties shall utilize the X-IP(s) and BA-IP(s) designated in such Schedule as the points from which each Party will provide the transport and termination of traffic. The Parties' current interconnection arrangements are substantially as illustrated in Schedule 3.2.

3.2.2 CO W/B shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

- (a) a Physical or Virtual Collocation facility CO W/B establishes at the BA-IP;
- (b) a Physical or Virtual Collocation facility established at the BA-IP by a third party with whom CO W/B has contracted for such purposes; and/or
- (c) an entrance facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed to point on CO W/B's network. When both Parties mutually agree to the use of two-way Interconnection trunks (it being understood that neither Party shall be obligated to use two-way trunks), CO W/B may elect to provide BA with a land to mobile factor which will be used to reduce the entrance facility and transport rates set forth in Exhibit A.

3.2.3 CO W/B shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 12. BA shall provide the transport and termination of the traffic beyond the BA-IP.

3.2.4 CO W/B may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

3.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the X-IPs:

- (a) a Physical Collocation facility BA establishes at the X-IP;
- (b) a Physical or Virtual Collocation facility established at the X-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an entrance facility leased from CO W/B (and any necessary multiplexing), where such facility extends to the X-IP from a mutually agreed upon point on BA's network.

3.2.6 BA shall provide its own facilities for the delivery of traffic to any Collocation arrangement it establishes at an X-IP pursuant to Section 12. CO W/B shall provide the transport and termination of the traffic beyond the X-IP.

3.2.7 BA may order from CO W/B any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without

limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties

3.2.8 Under any of the architectures described in this subsection 3.2, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 4 below and pursuant to the other Party's Switched Exchange Access Service tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

3.3 Interconnection in Additional LATAs

3.3.1 If CO W/B requires Interconnection with BA in any LATA in which it is not interconnected with BA as of the Effective Date and in which BA provides telecommunications services, CO W/B shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

3.3.2 The notice provided in subsection 3.3.1 shall include (i) the initial Routing Point CO W/B has designated in the new LATA; (ii) CO W/B's requested Interconnection Activation Date (and related milestone dates); (iii) MTA; and (iv) a non-binding forecast of CO W/B's trunking requirements.

3.3.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center CO W/B has identified as its initial Routing Point in the LATA as the X-IP in that LATA and shall designate a mutually agreed BA Local Serving Wire Center that houses an Access Tandem Office within the LATA nearest to the X-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP in that LATA, provided that, for the purpose of charging for the transport of traffic from the BA-IP to the X-IP, the X-IP shall be no further than an entrance facility away from the BA-IP.

3.3.4 Unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of CO W/B's notice, BA and CO W/B may confirm the BA-IP, the X-IP and the Interconnection Activation Date for the new LATA in writing.

3.4 Type S Interconnection

If applicable, interconnection specifications for the Parties' Type S Service arrangements are described in Schedule 3.4.

3.5 Non Standard Requests

Specific requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services may be accommodated by BA on a Special Construction or Individual Case Basis pursuant to BA's Tariffs

3.6 Mid-Span Meets.

3.6.1 In addition to the foregoing methods of Interconnection, the Parties agree, upon either Party's written request, to engage in good faith negotiations concerning the feasibility of interconnecting via a Mid-Span Meet arrangement. Such request may be initiated by either Party no earlier than three (3) months after the initial Interconnection under this Agreement of the Parties' networks in the LATA for which the Mid-Span Meet is requested. Negotiations responding to Mid-Span Meet requests shall be conducted pursuant to the following schedule. The Parties may by agreement in any particular instance modify this schedule or implement it through face-to-face information exchanges.

(a) Good faith discussions shall be initiated by the Parties within thirty (30) days of such written request.

(b) The requesting Party shall provide all information necessary to design a Mid-Span Meet arrangement to the other Party within fifteen (15) days of the initiation of discussions.

In the event any additional information is reasonably necessary, the requesting Party shall provide such information within fifteen (15) days of any request therefor.

(c) The other Party shall respond to the requesting Party with either a preliminary cost and installation interval, or a technical reason that such request is technically infeasible, within thirty (30) days of receiving all necessary information from the requesting Party.

(d) The other Party shall provide to the requesting Party, within thirty (30) days of receipt of definitive authorization from the requesting Party to proceed with the request, a detailed description, cost estimate, and installation interval.

3.6.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

3.6.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 3.6, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by the FCC Regulations, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.0 TRANSMISSION AND ROUTING OF COMMERCIAL MOBILE RADIO SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Section 4 prescribes parameters for trunk groups (the "Type 2 A/B Trunks") to be effected over the Interconnections specified in Section 3.0 for the transmission and routing of Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Customers.

4.2 Trunk Group Connections and Ordering

4.2.1 The design, installation, operation and maintenance of all circuits, equipment and other facilities of the Parties which are used in handling interchanged traffic under this Agreement shall generally be governed in accordance with prescribed standards, currently as issued by Bellcore, in effect on the commencement date of this Agreement. Applicable technical references include the following:

GR-145-CORE	(Compatibility Information)
TR-EOP-000352	(Cellular Mobile Transmission Plans), and
TR-NPL-000275	(Notes on the BOC IntraLATA Networks)

4.2.2 In the event that, subsequent to the commencement date of the Agreement, these technical references, or any portion thereof, are rescinded, deleted, amended, modified or supplemented, or new or revised technical specifications are issued by Bellcore or any other industry standards-setting body relating to the network specifications provided for herein, then these amended or new or revised technical specifications shall become applicable for the purpose of this Agreement following review and written concurrence by both Parties.

4.3 Additional Switching System Hierarchy and Trunking Requirements

4.3.1 For purposes of routing CO W/B traffic to BA, the subtending arrangements between BA Access Tandem Switches and BA End Office Switches shall be the same as the Access Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to CO W/B, the subtending arrangements between CO W/B Access Tandem Switches (or functional equivalent) and CO W/B End Office Switches (or functional equivalent) shall be the same as the Access Tandem/End Office subtending arrangements (or functional equivalent) which CO W/B maintains for the routing of its own or other carriers' traffic.

4.4 Signaling

Upon request, each Party will provide the other Party with access to its call routing and signaling information necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 13 below.

4.5 Measurement and Billing

4.5.1 If the originating Party chooses to combine InterMTA and IntraMTA Traffic on the same trunk group, the Parties will work together to develop a mutually acceptable CMRS Local Usage Percentage ("CLUP") factor. The originating Party will supply an auditable CLUP report quarterly, based on the previous three months' InterMTA and IntraMTA Traffic, and applicable to the following three months. The Parties will also work together to develop an auditable report based on available data for the same period which shows the ratio of IntraMTA Traffic to traffic originated on the networks of other carriers in an MTA and terminated on either Party's network in the same MTA. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same group, that Party will also supply an auditable "Percent Interstate Use" ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing CLUP and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate billing measures.

4.5.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. All billing shall be aggregated within the categories of IntraMTA Traffic and InterMTA Traffic (including both interstate and intrastate InterMTA Traffic), and then rounded up to the next whole minute.

4.5.3 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the state in which the traffic terminates.

4.6 Reciprocal Compensation Arrangements -- Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. Compensation for the transport and termination of traffic not specifically addressed in this subsection 4.6 shall be as provided elsewhere in this Agreement, or if not so provided, as required

by the Tariffs of the Party transporting and/or terminating the traffic. BA's delivery of Traffic to CO W/B that originated with a third carrier is addressed in subsection 6.0. Where CO W/B delivers Traffic that originated with a third carrier to BA, except as may be set forth herein or subsequently agreed to by the Parties, CO W/B shall pay BA the same amount that such third carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by CO W/B. Nothing in this Section or Section 6.1 below shall entitle or obligate either Party to receive, offer or provide INP services to the other Party except as otherwise provided in this Agreement.

4.6.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs or agreements.

4.6.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto) or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 15.1.2 below. These rates (interim and permanent) are to be applied at the X-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by CO W/B. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the X-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

4.6.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

4.6.4 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

5.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 3 for the transmission and routing of traffic between CO W/B's Customers and Interexchange Carriers ("Access Toll Connecting Trunks"). This includes casually-dialed (10XXX and 101XXXX) traffic.

5.2 Trunk Group Architecture and Traffic Routing

5.2.1 CO W/B shall establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from CO W/B's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow CO W/B's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting a Central Office Switch CO W/B utilizes to provide Commercial Mobile Radio Service in a given LATA to an Access Tandem BA utilizes to provide Exchange Access in such LATA.

5.2.4 The Parties shall jointly determine which BA Access Tandem(s) will be subtended by each CO W/B Central Office Switch. CO W/B's Central Office Switch shall subtend the BA Access Tandem that would have served the same rate center on BA's network. Alternative configurations will be discussed as part of the Joint Process.

5.3 Meet-Point Billing Arrangements

5.3.1 When appropriate and when agreed to by the Parties, CO W/B and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via an Access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and BA's FCC Tariff Number 1, Section 2. The arrangements described in this Section 5 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

5.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Local Serving Wire Center combinations.

5.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

5.3.4 CO W/B and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

5.3.5 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party.

5.3.6 The rate elements to be billed by each Party are as set forth in Schedule 5.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Local Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 5.3.16 below.

5.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

5.3.8 BA shall provide CO W/B with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

5.3.9 CO W/B shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

5.3.10 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Name ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

5.3.11 Errors may be discovered by CO W/B, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

5.3.12 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with

each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

5.3.13 Nothing contained in this subsection 5.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

5.3.14 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 5.3.

5.3.15 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

5.3.16 In the event CO W/B determines to offer Telephone Exchange Services in another LATA in which BA operates an Access Tandem Switch, BA shall permit and enable CO W/B to subtend the BA Access Tandem Switch(es) designated for the BA End Offices in the area where the CO W/B Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Rating Point/BA Local Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{CO W/B Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

a = the airline mileage between the Rating Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA Local Serving Wire Center and the actual point of interconnection for the MPB arrangement.

CO W/B shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 3.3.1 above. Within ten (10) business days of CO W/B's delivery of notice to BA, BA and CO W/B shall confirm the new Rating Point/BA Local Serving Wire Center combination and billing percentages. Nothing in this subsection 5.3.16 shall be construed to limit CO W/B's ability to select to interconnect with BA in additional LATAs by means of Interconnection at a Local Serving Wire Center, to the extent that such Interconnection is permitted under this Agreement.

5.3.17 Within thirty (30) days of a request by CO W/B, BA agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and CO W/B have entered in a Meet Point Billing arrangement.

5.4 800/888 Traffic

At such time as delivery of untranslated 800/888 traffic is technically feasible over Type 2A or 2B Trunks and provided that BA is unable directly to bill the appropriate 800/888 service provider, the following terms shall apply when CO W/B delivers untranslated 800/888 calls to BA for completion.

- 5.4.1 When CO W/B delivers untranslated 800/888 calls to BA for completion
- (a) outside the MTA in which the call originated, BA shall bill CO W/B the appropriate FGD exchange access charges associated with the call; or
 - (b) inside the MTA in which the call originated, BA shall bill CO W/B the appropriate local traffic termination rate set forth in Exhibit A.
- (c) For both (a) and (b) above, if the call is delivered to an DXC, BA shall bill the DXC the appropriate BA query charge associated with the call.

6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

6.1 Transit Service

6.1.1 CO W/B shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement, including an intraLATA Telecommunications Services Settlement Agreement ("ITORP Agreement"), or mutual tariffs) with any other wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that transits BA facilities over Type 1 Line Side Facilities or Type 2 A/B Trunks. To the extent it does not have such arrangements in effect as of the Effective Date, BA shall not be obligated to collect CO W/B's termination charges from any wireless carrier, ITC, CLEC, or other LEC with whom CO W/B has not entered into a reciprocal local traffic exchange arrangement as provided above. If CO W/B fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide written notification of such

Agreement, including the relevant rates therein, to BA, but continues to utilize BA's Transit Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC. CO W/B shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay BA any charges or costs such terminating third party carrier imposes or levies on BA for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by BA in delivering or terminating such Traffic and/or resulting from CO W/B's failure to secure said reciprocal local traffic exchange arrangement. BA will, upon request, provide CO W/B with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

6.1.2 BA expects that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Party ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. When technically feasible, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

6.1.3 Transit Traffic shall be routed over the Type 1 Line Side Facilities or Type 2 A/B Trunks described in Section 3 above.

6.2 911/E911 Arrangements

6.2.1 CO W/B may interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, where available, which serve the LATAs within in an MTA in which CO W/B provides service, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). To the extent that there are any proposed modifications or additions to existing 911/E911 arrangements, the Parties shall cooperate to establish such arrangements.

7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

7.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA shall provide CO W/B access to telephone numbers by assigning NXX codes to CO W/B in accordance with such Assignment Guidelines.

7.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order

to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

7.3 CO W/B shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP

7.4 CO W/B will also designate a Routing Point for each assigned NXX code. CO W/B shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. As mandated by the Commission, Rate Center Areas may be different for each Party.

7.5 CO W/B shall furnish to BA its anticipated NXX Code requirements at least once per calendar year.

7.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain CO W/B's choices regarding the size of the local calling area(s) that CO W/B may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

8.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

8.1 The Parties will work cooperatively to install and maintain a reliable network. CO W/B and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

8.2 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with the network of the other.

8.3 Test Lines

CO W/B shall assign three or seven digit test line numbers in accordance with BA's standard numbering arrangements. BA will provide CO W/B with preferred number assignments for 100-type test lines (balance/quiet), 102-type test lines (kilowatt), and 105-type test lines (automatic transmission measuring).

8.4 Interference or Impairment

If Party A reasonably determines that the characteristics and methods of operation used by Party B will or may interfere with or impair its provision of services, Party A shall have the right to discontinue Interconnection subject, however, to the following:

8.4.1 Party A shall have given Party B ten (10) days' prior written notice of interference or impairment or potential interference or impairment which specifies the time within which Party B is to correct the condition; and,

8.4.2 Party A shall have concurrently provided a copy of the notice provided to Party B under 8.5.1 above to the appropriate federal and/or state regulatory bodies.

8.4.3 Notice in accord with subsections 8.4.1 and 8.4.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary to meet its obligations. In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

8.4.4 Upon correction of the interference or impairment, Party A will promptly renew the Interconnection. During such period of discontinuance, there will be no compensation or credit allowance by Party A to Party B for interruptions.

8.5 Repeated or Willful Noncompliance

Each Party shall provide written notice to the other Party of that Party's repeated or willful violation of and/or a refusal to comply with this Agreement. If the Party receiving such notice has not cured the violation of or refusal to comply with the Agreement within thirty (30) days, the other Party may discontinue the Interconnection provided hereunder. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

8.6 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. CO W/B and BA may agree to modify those procedures from time to time based on their experience with outage repair standards.

8.7 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

9.1 Joint Network Reconfiguration and Grooming Process

In order to complete traffic to end offices that do not subtend the tandem(s) with which CO W/B is currently interconnected, upon 30 days written notice from either Party, CO W/B and BA shall meet to begin to develop a grooming process (the "Joint Process") which shall define in detail how and when new trunks shall be established for delivering traffic to alternate tandem(s) within the same LATA. The "Joint Process" shall also define how and when any existing trunks which may need to be disconnected as a result of the establishment of the new routing arrangement are to be treated. Each Party will waive the non-recurring charges associated with these changes that may apply to the other Party. Each Party shall be responsible for all other expenses it incurs in connection with this implementation.

9.2 Installation, Maintenance, Testing and Repair.

The Parties shall initially engineer and install trunk groups with a maximum design blocking objective of B.01 and shall monitor to that standard. BA's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection. CO W/B shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify BA of its inability to do so and will negotiate such intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to any other carrier whose network is connected to that of the providing Party.

10.0 FORECASTING REQUIREMENTS FOR TRUNK PROVISIONING

10.1 CO W/B shall furnish to BA trunking forecast requirements at least once per calendar year for both inbound (from BA) and outbound (from CO W/B) traffic. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.) code (identifies trunk group), A location/Z location (CLLI codes for X-IPs and BA-IPs), interface type (e.g., DS-1), and trunks in service each year (cumulative). The forecasts shall be good faith estimates of traffic but shall not be binding on either Party.

10.2 Because BA's trunking requirements will be dependent on the traffic patterns of CO W/B's Customers, BA will be largely dependent on CO W/B to provide accurate trunk forecasts for both inbound and outbound traffic. BA will, as an initial matter, provide the number of trunks CO W/B suggests. Upon the establishment of any new set of trunks, BA will monitor traffic for ninety (90) days, and will, as necessary at the end of that period, either augment trunks or disconnect trunks, based on the application of reasonable engineering criteria to the actual traffic volume experienced, including both Parties' peak traffic periods. If, after such 90-day period, BA has determined that the trunks are not warranted by actual traffic volumes, then, on ten (10) days written notice, BA may hold CO W/B financially responsible for such trunks retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria. To the extent that BA requires CO W/B to install trunks for delivery of traffic to BA, CO W/B may apply the same procedures with respect to BA's trunking requirements.

11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

To the extent required of BA by Section 251 of the Act, BA shall offer to CO W/B nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that CO W/B will be able to lease and interconnect to whichever of the Network Elements CO W/B requires, and to combine the BA-provided elements with any facilities and services that CO W/B may itself provide to the extent permitted by FCC and Commission rules.

11.1 Availability of Network Elements on an Unbundled Basis

11.1.1 BA shall, upon request of CO W/B, and to the extent technically feasible, provide to CO W/B access to its Network Elements on an unbundled basis for the provision of CO W/B's Telecommunications Service. Any request by CO W/B for access to an BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. CO W/B shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.1.2 A Network Element obtained by CO W/B from BA under this subsection 11.1 may be used in combination with the facilities of CO W/B only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.1.3 Notwithstanding anything to the contrary in this subsection 11.1, BA shall not be required to provide a proprietary Network Element to CO W/B under this subsection 11.1 except as required by the Commission or FCC.

12.0 COLLOCATION -- SECTION 251(c)(6)

12.1 BA shall offer Physical Collocation of equipment necessary for Interconnection (pursuant to Section 3) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission.

12.2 For both Physical Collocation and Virtual Collocation, the Collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

12.3 Collocation shall occur under the terms of each Party's applicable and available Tariffs. Collocation is offered for network Interconnection between the Parties. Unless otherwise agreed to by the Parties or either Party is required by applicable law to permit on its collocated premises, neither Party shall use a Collocation Arrangement to directly interconnect with a third party's equipment or facilities collocated at the same location.

12.4 CO W/B agrees to offer to BA Collocation (at CO W/B's option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 3) on a nondiscriminatory basis and at comparable rates, terms and conditions as CO W/B may provide to other third parties. CO W/B shall provide such Collocation subject to applicable Tariffs.

13.0 DATABASES AND SIGNALING

13.1 Upon request, each Party shall provide the other Party with access to its call routing and signaling information necessary for call routing and completion by providing SS7 signaling utilizing Type S Interconnection, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network.

13.2 The Parties may provide CCS Signaling to one another, where and as available, in conjunction with all Local Traffic, Toll Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information,

calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

13.3 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

13.4 Until STP pairs of each Party are interconnected, BA shall charge CO W/B for Type S Interconnection in accordance with Exhibit A hereto and applicable Tariffs.

13.5 When the STP pairs of each party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: BA shall charge CO W/B in accordance with Exhibit A hereto and applicable Tariffs; CO W/B shall charge BA rates equal to the rates BA charges unless CO W/B's Tariffs for CCS signaling provide for lower generally available rates under the same terms and conditions, in which case CO W/B shall charge BA such lower rates.

14.0 DIRECTORY SERVICES ARRANGEMENTS

BA will, upon request, provide the following directory services to CO W/B in accordance with the terms set forth herein.

14.1 Directory Assistance (DA)

14.1.1 Upon request, BA will provide CO W/B with directory assistance, connect request, and/or call completion services.

14.1.2 Also upon request, BA will provide to CO W/B operator services trunk groups, utilizing Feature Group D type signaling, with CPN when interconnecting to the BA operator services network.

15.0 COORDINATION WITH TARIFF TERMS

15.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

15.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that are designated with an asterisk shall remain fixed for the initial term of the Agreement as defined in 17.1 below, notwithstanding that such rates may be different from those contained in an effective, pending, or which future Tariff of the providing Party (including any changes to such Tariff subsequent to the Effective Date). Those rates and charges for services, facilities, and arrangements that are not designated with an asterisk, and which reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. However, even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference if the Parties agree to adopt the changed Tariff rates and charges.

15.1.2 As applied to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by permanent rates as may be approved by the Commission pursuant to FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall develop and append to Exhibit A an Exhibit AA setting forth such permanent rates, which Exhibit AA the Parties shall update periodically as necessary.

15.2 Except with respect to the rates and charges described in subsection 15.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

16.0 INSURANCE

16.1 CO W/B shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 20 hereof. At a minimum and without limiting the foregoing covenant, CO W/B shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$15,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

16.2 CO W/B shall name BA as an additional insured on the foregoing insurance. CO W/B agrees that CO W/B's insurer(s) and anyone claiming by, through, under or on behalf of CO W/B, shall have no claim, right of action, or right of subrogation, against BA, BA's affiliated companies, or the directors, officers or employees of BA or BA's affiliated companies, based on any loss or liability insurable under the foregoing insurance.

16.3 CO W/B shall, within two (2) weeks of the date hereof and on a quarterly basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic, Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, CO W/B shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by CO W/B or CO W/B's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Virginia, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

17.0 TERM AND TERMINATION

17.1 This Agreement shall be effective as of the Effective Date above and continue in effect until March 31, 1998 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the Initial Term, either Party may terminate this Agreement by providing at least ninety (90) days advance written notice of termination to the other Party. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall

continue without interruption under (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to CMRS Providers and/or CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available.

17.2 For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs, from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve.

17.3 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty five (25) days or prior to terminating service. Notice shall be posted by certified mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

18.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

19.0 CANCELLATION CHARGES

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.