

APPENDIX F

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

COMMONWEALTH OF MASSACHUSETTS

D.T.E. 99-271

Respondent: Thomas Maguire
Title: Vice President - CLEC Operations

REQUEST: Department of Telecommunications and Energy, Record Requests

DATED: August 22, 2000

ITEM: DTE RR 323 Please see page 3 of exhibit 11: Please provide the list of metrics used to create this bar chart, the period of time captured by this chart, and the exact numbers for each measurement. In addition, please provide the exact numbers for the no access and multiple dispatch rates, and the duration of the I codes for both retail and wholesale.

REPLY: As explained in Verizon-MA's reply to DTE RR 322, Exhibit 11 was created solely to illustrate that there are intrinsic differences between Retail and Wholesale products when it comes to repair. The function of Chart 3 was to portray, in graph format, the major milestones in the life of a trouble ticket. The scale of the bars on that chart were drawn based on the average of April 1 through June 30, 2000 data for Retail and UNE xDSL loop troubles closed to disposition code 4 (cable).

The milestones depicted in Chart 3 are:

- ◆ *Receipt-to-Appointment*: the average time, in hours, Verizon-MA estimates it will take to resolve the trouble. The interval is the average time between the creation of a trouble report in Verizon's system and the commitment or "appointment" time offered to or chosen by the individual (end user for Retail or CLEC for UNE-P) issuing the trouble report (i.e., time when the trouble is expected to be cleared). The commitment offering is set by the local center controlling the field forces. The offered interval is the same for Retail and UNE-P customers. This interval is a subset of the overall interval captured in MTTR (MR4-02).
- ◆ *Receipt-to-Dispatch*: the average time, in hours, between the creation of a trouble report in Verizon's system and the first dispatch, regardless of whether this dispatch was to the Central Office (in) or the Field (out). This interval is a subset of the

REPLY: DTE RR 323

overall interval captured in MTTR (MR4-02).

- ◆ *Receipt-to-Clear*: the average time, in hours, between the creation of a trouble report in Verizon's system and the resolution of the problem (i.e., completion of the repair work). The goal is to clear the trouble prior to the commitment or appointment time chosen by the customer. This interval is captured in the C2C reports as "Mean Time To Restore" (MR 4-02). This interval also impacts the "Missed Repair Appointments" (MR-3-01) measurement where Verizon-MA is unable to clear the trouble by the estimated or appointed time (i.e., the numerator for MRA equals the number of cases where the receipt-to-clear interval is greater than the receipt-to-appointment interval).

Looking at more comprehensive Complex (xDSL and ISDN – 2 Wire Digital) results for the period April 1 through July 31, inclusive of all trouble tickets closed to the Verizon-MA network (disposition codes 3, 4 & 5), shows that there is a 3.4 hour difference in Receipt-to-Appointment results and a 4 hour difference in Receipt-to-Dispatch results. These slight differences should be expected because on average CLECs request longer intervals more frequently than retail customers (e.g. request Monday appointments when a Saturday appointment is offered). *Choosing a Monday appointment when a Saturday appointment is offered adds 36-48 hours to the overall MTTR.* Please see Verizon-MA's Supplemental Checklist Affidavit, dated August 4, 2000, paragraphs 134-139 for a more detailed explanation of this and other intrinsic factors that drive longer repair intervals and higher missed appointment results for UNEs.

	Receipt to Appointment	Receipt to Dispatch	Receipt to Clear
Retail Complex	23.4	16.6	25.3
UNE Complex	26.8	20.6	45.4
Difference	3.4	4.0	20.1

More significantly, there is a 20.1 hour gap between Retail and UNE Receipt-to-Clear results. Looking specifically at the drivers highlighted on Chart 3 of Exhibit 11 for the same period shows that there is a major dissimilarity between I Code MTTR (12.3 hours on average) and the No Access rates (actually more than a ten-fold increase in the No Access

REPLY: DTE RR 323 rate for the period in question.) for UNE and retail. One of the main causes of the long I-code MTTRs for xDSL loops appears to be the CLEC's acceptance during the provisioning process of loops that cannot support the CLEC's xDSL service. More specifically, CLECs are accepting loops with preexisting cable problems and then, within a few days or weeks of accepting a "bad" loop, issuing a trouble ticket to get the loop "fixed" - knowing that Verizon will make every effort to expeditiously "correct" the trouble condition, in most instances, prior to the date when the CLEC plans to provide the loop to its end user customer. While Verizon is unsure why CLECs would accept loops that immediately require maintenance work, this phenomenon may occur for one or more of the following reasons. First, a CLEC may fail to detect that the loop does not meet specifications when it conducts its acceptance testing. Second, a CLEC may choose to accept a loop that doesn't meet specifications (with the expectation that they will have to issue a trouble ticket), rather than cancel the initial order and submit a new order with the chance of running into a no-facilities situation.

Verizon analyzed DSL loop troubles reported in the month of July that had recent Service Order activity (i.e. the loop was provisioned during the June or July time frame). A total of 594 DSL loop troubles were determined to have had recent Service Order activity. The majority (59.4% or 353) of the troubles (that had recent Service Order activity) were closed to No Trouble Found codes, and thus are excluded from the metrics. Of the remainder, the vast majority of "found" trouble conditions (33% of the total troubles) were closed to cable conditions, despite the fact that over 75% of these had recent acceptance testing (and serial numbers provided) by the CLEC. In many cases, the only viable solution available to restore these types of major cable facilities problems is to reassign the loop to a new facility or, if no spare facilities are available, build new facilities. Such "maintenance" activities are unlike traditional repair work and require considerable effort and time to reengineer.

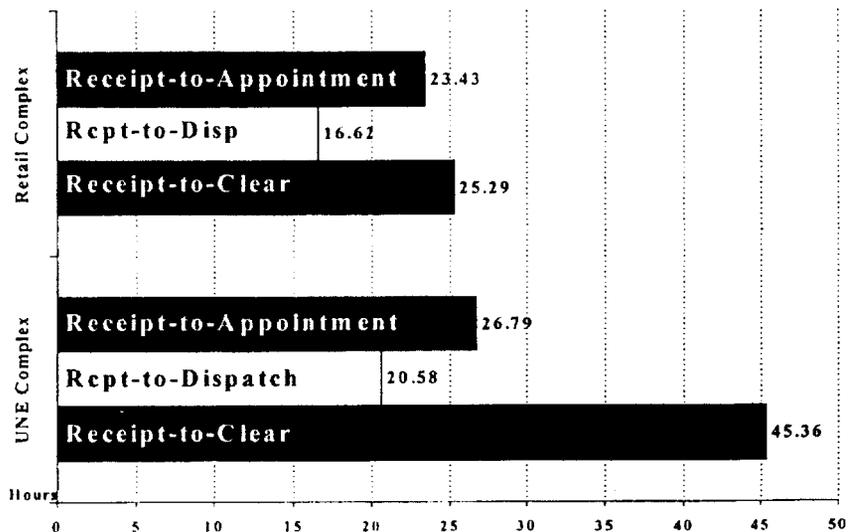
Given the fact that these troubles were reported so close to the turn-up date, and considering the extremely high percentage of cable troubles, there is very little likelihood that these types of problems had occurred subsequent to installation. (Indeed, the overall incidence of monthly trouble reports shows that in-service failure is very limited.) Rather, such loops never should have been accepted by the CLEC during the joint acceptance testing, which is the first opportunity for either Verizon or the CLEC to determine that there is a problem with the cable

REPLY: DTE RR 323 assignment. Thus, the longer duration of CLEC repairs stems directly back to their failure to perform adequate acceptance testing during the loop acceptance process.

Though the UNE xDSL multiple dispatch rate alone is significantly higher than Retail xDSL (30.6% versus 18.6%), the total Complex average is only 6% higher in the UNE world.

	I Code MTTR	No Access Rate	Multi Dispatch Rate
Retail Complex	25.7	3.2	29.3
UNE Complex	38.0	58.9	31.1
Difference	12.3	55.7	1.8

Taking the more comprehensive April through July 2000 data and putting it into the format of Chart 3 yields the following:



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APPENDIX G

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

COMMONWEALTH OF MASSACHUSETTS

D.T.E. 99-271

Respondent: Kathleen McLean

Title: Vice President

REQUEST: Department of Telecommunications and Energy, Record Requests

DATED: August 23, 2000

ITEM: DTE RR 334 AT&T indicated in its response to DTE-ATT 1-4(a) that it did not receive LSRCs from Verizon for 213 of its production test orders. In response, Verizon stated during the technical sessions (both August 21 and 22, 2000) that its PON exception tracking process indicates that Verizon returned LSRCs for all 213 LSRs. Please provide for those 213 orders (the PONs for which were provided in the attachment to DTE-ATT 1-4(a)) the documentation supporting Verizon's response.

REPLY: In AT&T's response to DTE-ATT 1-4(a), ATT identified 213 production test orders for which it did not receive an LSRC. Attached is a copy of the status log entries that indicate that the LSRC were sent via an FTP from Verizon. The log indicates the address of the AT&T server where the files were deposited and the number of bytes successfully transferred to that address as reported by the FTP process. For each file, Verizon compares the number of bytes transferred to the CLEC location to the number of bytes in the file. When these are equal, Verizon knows that the file transmission has completed successfully. If they are not equal, Verizon retries the transfer. The attachment is considered to be CLEC-specific proprietary information. A copy is being provided under the terms of the Protective Order only to the DTE and AT&T.

NET RR# 148

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APPENDIX H

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

COMMONWEALTH OF MASSACHUSETTS

D.T.E. 99-271

Respondent: Richard Sampson

Title: Director

Respondent: R. Michael Toothman

Title: Director – CLEC Communications

REQUEST: Department of Telecommunications and Energy, Record Requests

DATED: August 23, 2000

ITEM: DTE RR 338 How many trouble tickets were opened from April to the present for line-loss report problems. Please indicate how many tickets were opened per month and how many telephone numbers were involved.

REPLY: The following chart identifies how many tickets were opened per month and how many telephone numbers were involved:

Month	# Trouble Tickets	# WTNs Involved	# Lines Reported on Line Loss Report	% WTNs Reported as Missing or Incorrect
April	8	5,215	370,941	1.4%
May	16	822	365,458	0.2%
June	19	2,565	412,859	0.6%
July	12	1,043	406,638	0.3%
August (8/1 to 8/25)	17	280	269,023	0.1%
TOTAL	72	9925	1,824,919	0.5%

From April to August, the number of working telephone lines ("WTNs") reported by the CLECs as allegedly missing or incorrect on the Line Loss Report ("LLR") was 9,925. This represents 0.5% of the total lines reported for this same period.

Verizon conducted an investigation of a large subset (approx. 1/3) of the 9,925 WTNs reported from April to August and found that 45% of the lines were actually provided on the LLR (see chart below). Of the other 55%, two issues were identified as causing the majority of the errors. One of these items has already been corrected through a systems change on April

24, 2000, and the other will be corrected through a systems change scheduled for September 29, 2000.

The last category on the chart (which comprises 3% of WTNs reported and which are under investigation) accounts for less than 0.02% of the more than 1.8 million lines reported on the Verizon LLR from April to August. This includes errors identified by WorldCom (10 cases) where data was mistakenly sent to the wrong CLEC. This was due to human error on a service order.

The breakdown of WTNs reported by type and current status is summarized below:

Type of Error	Status	# WTNs Involved	% of WTNs Reported
1) Reported, no error:			45.0%
Loss was provided on the LLR	N/A	4466	45.0
2) Reported, identified error:			52.0%
Billing system not providing some service order information required for the LLR.	System Change 4/24/00	4094	41.2
Not processing orders correctly when Ringmate or additional line service is being added or dropped at the time of the migration.	System Change scheduled for 9/29/00	1038	10.5
3) Reported, under investigation:			3.0%
Miscellaneous	TBD	327	3.3
		9925	100.0%

CLECs can report any troubles associated with the LLR to Verizon by calling the Wholesale Customer Care Center ("WCCC") and choosing Option 5. The WCCC logs the reported trouble and directs the associated information to a Line Loss Specialist for investigation. If a software defect is identified, a repair is scheduled as soon as possible.

When changes are going to be made to the LLR, an electronic bulletin describing the scheduled change(s) is sent out through Verizon Change Management to provide advance notification to the CLEC community.

The status of outstanding troubles and the progress being made to improve the accuracy of the Verizon LLR is discussed each month in the Industry Change Control Meetings with the entire CLEC community. In addition to these meetings, there have also been conference calls with individual CLECs to review LLR issues. On these calls, Verizon works to better understand the nature of the LLR issues identified by a CLEC. From that point forward, on-going communication (telephone and/or emails) takes place until resolution is reached.



I



APPENDIX I

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

D.T.E. No. 99-271

REQUEST: Record Requests Adopted by the Department of Telecommunications and Energy

DATED: August 23, 2000

R.R. 346 (to AT&T): Please provide a signed copy of the agreement between AT&T and Verizon whereby AT&T would provide Verizon with data from AT&T's production testing only when AT&T provided that information to "any regulatory body."

REPLY: A copy of the seven-page Testing Agreement between Bell Atlantic-Massachusetts and AT&T, and of the two-page appendix to that agreement, are attached. (AT&T has not included the lengthy exhibit to the appendix, which merely lists the approximately 600 lines described in paragraph 1(ii) of the appendix.)

The provision referred to in this record request is paragraph 21, found at page 6 of the Testing Agreement. Paragraph 21 expressly states that "[e]ither party may provide test data to a government agency, regulator or any third party designated by such agency or regulator (collectively, 'Regulator'), without providing the test data to the other party prior to disclosure to the Regulator," so long as it simultaneously provides the data to the other party. AT&T provided Verizon with production test data at the same time that it was provided to the Department, as contemplated by the Testing Agreement.

Paragraph 21 further contemplates that if Verizon disagreed with any test data provided to the Department, Verizon would have the opportunity discuss the data with AT&T. Verizon chose not to avail itself of this opportunity to reconcile data, but instead raised its questions about production test data for the first time during technical sessions.

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TESTING AGREEMENT

This Agreement, effective as of the 22nd day of February, 2000 ("Effective Date") is made by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts ("BA") and AT&T Communications of New England, Inc. ("AT&T"), both of which are collectively referred to as the "Parties."

WHEREAS, AT&T wishes to test the methods, processes and operating systems ("OSS") for ordering, provisioning, maintenance and repair, and billing for certain services provided by BA; and

WHEREAS, BA agrees to conduct such test with AT&T.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree to conduct an operational test for the sole purpose of testing the methods, processes and operating systems for ordering, provisioning, maintenance and repair, and billing associated with the Unbundled Network Element Platform ("UNE-P") provided by BA in Massachusetts. The Test shall consist in whole or in part of: (i) converting BA retail residential lines to UNE-P, (ii) provisioning UNE-P lines; (iii) processing orders to make subsequent changes to services or features provided on the UNE-P Test lines, and (iv) migrating a limited number of lines to or from the Parties. Subject to the availability of facilities, the Test lines shall be provided by (i) provisioning approximately 600 BA retail residential lines to the agreed upon AT&T business location(s); and (ii) provisioning approximately 100 UNE-P lines, both (i) and (ii) as set forth in Appendix 1 and Attachment A. BA shall process the Test orders over the mutually agreed upon interface(s) (e.g., EDI, CARE). The Parties will cooperatively conduct the Test activities described in this Test Agreement, including the activities set forth in Appendix 1 and Attachment A.

2. AT&T agrees that none of the services provided by BA as part of this Test shall be used to provide local exchange service or exchange access service to end user customers or by AT&T for any business purpose other than for use by AT&T for the sole purpose of testing such operating systems and services as described herein. Notwithstanding anything in this Agreement, including Appendix 1, the Parties may disclose information regarding the Test as set forth in Paragraph 21 below.

3. BA shall provide all retail services and associated facilities as required by this Agreement, and AT&T shall pay for such services and facilities, pursuant to the terms and conditions of the DTE-Mass.- No. 10 tariff; provided, however, in addition to the applicable retail tariff charges, AT&T shall pay \$11,455.67 to BA as a one-time, non-recurring charge. Additionally, upon the effectiveness of a BA tariff under which BA is to provision UNE-P to CLECs, BA shall provide UNE-P to AT&T and AT&T shall pay for UNE-P on the terms and conditions of such tariff; provided, however, until such tariff is effective, BA agrees to provide UNE-P to AT&T as required by this Agreement and AT&T agrees to pay for UNE-P on the

terms and conditions of the DTE-Mass.-No. 17 tariff that BA has submitted to the Department, as modified from time to time. AT&T shall have sole responsibility for all charges billed to such Test lines, including, but not limited to, interexchange, intraLATA toll, and local usage charges, up to and including such time that the Test lines are disconnected. For purposes of this Test only, the Test locations shall be considered residential locations and shall be treated as residential lines under applicable BA Tariffs.

4. Term and Termination of Test. This Agreement shall become effective as of the date first above written and shall terminate ("Termination Date") at the earlier of:

(a) (i) the close of business on December 31, 2000, or (ii) two (2) business days prior to the date that AT&T issues a service order to BA in order to provide service to any AT&T end user customer in Massachusetts utilizing UNE-P ("AT&T UNE-P Market Entry") provided, however, AT&T shall provide BA with at least five (5) business days prior written notice of AT&T's UNE-P Market Entry. Upon termination, AT&T shall cease sending Test orders; provided, however, in the event of (ii) herein, AT&T may elect to retain fifty (50) Test lines until December 31, 2000 for the sole use of testing AT&T systems releases ("MA SRT Lines") in conjunction with BA's OSS systems. Prior to beginning the use of such fifty (50) lines as MA SRT lines, AT&T will provide BA with a list of telephone number associated with the MA SRT lines.

(b) The Parties agree that the Termination Date of December 31, 2000 set forth in 4(a)(i) above is based on the assumption that the Test lines will be provisioned by BA for testing by AT&T no later than February 22, 2000 and that AT&T will be able to test the second phase of LSOG 4 which is currently scheduled for release in June 2000. In the event that (i) the Test, or a significant portion of the Test, is materially delayed solely by reason of BA's failure to timely implement the Test or allow AT&T to conduct the Test; or (ii) where BA is materially delayed beyond June 2000 in releasing or otherwise making available for testing the second phase of LSOG 4, the Parties agree to negotiate an extension of the Test Termination Date to a date that allows AT&T to test BA's OSS systems for the total amount of time allowed by this Agreement had no such delay occurred. Where the delay is due solely to BA's failure to timely implement the second phase of LSOG 4, the Termination Date shall be extended to permit AT&T to test the second phase of LSOG 4 for a total period of time not to exceed ninety (90) days.

5. Order Types.

(a) Notwithstanding any other provision of this Agreement, AT&T shall not send any Test orders until such time that AT&T successfully completes the BA required quality assurance certification in Massachusetts. AT&T agrees that it will send UNE-P Test orders containing features, services, attributes and/or elements for which it has been certified by BA in Massachusetts in the BA-CLEC Test Environment.

(b) Unless otherwise agreed to by the Parties, AT&T shall submit orders for a maximum of fifty (50) UNE-P Test lines for migration back to BA retail services. Such migration orders shall be single line retail orders only (no multi-line orders) and shall request the

same features, functions, and services for BA retail as were provisioned on the UNE-P line at the time the Test line is migrated back to BA retail services.

(c) In the event that AT&T determines that it would like to continue the use of all or some of the Test lines after the Termination Date, AT&T shall notify BA of this desire no later than two (2) weeks prior to the Termination Date and shall request that the Parties enter into negotiations to establish an agreement pursuant to which AT&T may continue to use some or all of the Test lines.

6. Weekly Meeting between the Parties. The Parties agree to meet or conduct a conference call weekly to discuss the trouble tickets opened by AT&T or any other issues related to the Testing and/or Test Agreement. The Parties shall act in good faith in arriving at a mutually agreed upon time and date for the weekly meeting or conference call. If both Parties agree that the weekly meeting is not necessary, it may be cancelled.

7. Trouble Tickets.

(a) AT&T agrees that when it sends samples of an order type ("Pathfinders") and the Pathfinders are unsuccessful for reasons AT&T has reasonably determined are attributable to BA, AT&T shall open timely and accurate trouble tickets with BA for each Pathfinder. Within two (2) business days of opening a trouble ticket, AT&T shall provide BA with the Purchase Order Numbers ("PONs") for those orders associated with each trouble ticket. AT&T will not send additional orders of the type that failed until the reason for the Pathfinders' failure has been addressed and resolved by BA, provided BA addresses and resolves the failure in a reasonable and timely manner.

(b) AT&T agrees that when it sends bulk orders that are unsuccessful for reasons AT&T has reasonably determined are attributable to BA, AT&T shall open timely and accurate trouble ticket(s) for the bulk orders. Within two (2) business days of opening a trouble ticket, AT&T shall provide BA with the PONs for those orders associated with each trouble ticket. AT&T will not send additional orders of the type that failed until the reason for the bulk orders' failure has been addressed and resolved by BA, provided BA addresses and resolves the failure in a reasonable and timely manner.

(c) For all other problems or failures associated with the Test lines that AT&T has reasonably determined are attributable to BA, AT&T shall open timely and accurate trouble tickets with BA. Within two (2) business days of opening a trouble ticket, AT&T shall provide BA with the PONs for those orders associated with each trouble ticket.

(d) For purposes of this Section 7, the Parties agree that a trouble ticket will not be considered open until AT&T submits complete and accurate PON(s) to BA where PON(s) exist(s) for the trouble ticket(s) being opened. With respect to all trouble tickets opened by AT&T, AT&T shall cooperate with BA in resolving the problems and/or failures presented in such trouble tickets.

8. Limitation of Liability.

a) BA's liability to AT&T for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like occurring in the course of furnishing any services, arrangements, or facilities hereunder as part of the Test (collectively, "Errors") shall be determined in accordance with the terms of BA's applicable Tariff(s). In the event no Tariff(s) apply, BA's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be AT&T's sole and exclusive remedy against BA for such Errors.

(b) Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract warranty, strict liability, tort or otherwise, including, without limitation, negligence of the other Party, even if the other Party has been advised of the possibility of such damages.

9. Disclaimer of Representations and Warranties. BA disclaims any warranty, express or implied, with respect to the services, facilities or arrangements provided hereunder as part of the Test or contemplated by this Agreement, including but not limited to, the implied warranties of merchantability and of fitness for a particular purpose.

10. BA and AT&T shall each provide their own personnel resources necessary to complete the Test activities described herein. BA and AT&T shall identify key points of contact for each of the activities described herein before any Test activities begin.

11. BA and AT&T will, in their performance of the Test, comply with all applicable laws, including, but not limited to, all applicable regulations and orders of the Massachusetts Department of Telecommunications and Energy ("Department") and the Federal Communications Commission.

12. The relationship between BA and AT&T under this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall:

- (i) make either Party the agent or employee of the other Party;
- (ii) grant either Party the authority to enter into a contract on behalf of, or otherwise legally bind, the other Party in any way;
- (iii) create a partnership, joint venture or other similar relationship between Parties; or
- (iv) grant to AT&T a franchise, distributorship or similar interest.

Each Party shall be solely responsible for selection, supervision, termination and compensation of its respective employees, agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes which it is required by applicable laws to pay in conjunction with its employees, agents or contractors, and for collecting and remitting to applicable taxing authorities any taxes which it is required by applicable laws to collect from its employees, agents or contractors.

13. Any and all changes to this Agreement must be agreed to by both Parties in writing.

14. Performance Data.

(a) BA shall include the Test lines in any performance data or reports as required by the Department in Docket 99-271, or under the performance standards rulings in the *Consolidated Arbitrations* Docket or any successor docket or ruling, as applicable and effective, and shall provide AT&T with such data and/or performance reports at such time BA begins to provide CLEC specific data and/or reports to other CLECs in Massachusetts. The Parties agree that state performance guidelines do not apply to the initial provisioning of retail lines and the final disconnection of the Test lines.

(b) Notwithstanding any other provision of this Agreement, no penalties, liabilities, service credits, or remedies shall apply with respect to the orders or services provided pursuant to this Agreement.

15. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the state in which the lines are located (without giving effect to the principles thereof relating to conflicts of law).

16. Power and Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and same instrument.

18. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

19. No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Condition").

If any Force Majeure Condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Condition. During the pendency of the Force Majeure Condition, the duties of the Parties under this Agreement affected by the Force Majeure Condition shall be abated and shall resume without liability thereafter.

21. Use of Test Data Either party may provide test data to a government agency, regulator or any third party designated by such agency or regulator (collectively, "Regulator"), without providing the test data to the other party prior to disclosure to the Regulator. In such instances, unless the Regulator directs otherwise, the disclosing party ("Disclosing Party") shall provide the other party ("Non-disclosing Party") with the test data at the same time it provides the test data to the Regulator. In the event test data is provided to a Regulator, the Disclosing Party -- upon request by the Non-disclosing Party -- shall use best efforts to meet in person or via a conference call with the Non-disclosing party, within two (2) business days of disclosing the test data to the Regulator, to discuss the disclosed test data. Notwithstanding any provision of this Agreement, this section 21 shall not apply to the disclosure of Test data by BA in aggregate form (combined with other carrier data) unless and until the Department orders BA to provide such aggregate data to, and meet with, AT&T in the same manner that AT&T provides Test data to, and meets with, BA under this section 21.

22. Entire Agreement. The terms contained in this Agreement and its Appendix 1 and Attachments A constitute the entire agreement between the Parties with respect to the Test, and supersede any and all prior understanding, proposals, agreements and other communications, oral or written regarding such subject matter.

23. Notwithstanding any other provision of this Agreement, the Parties agree as follows:

(i) that BA delivered the Test lines on or about February 22, 2000 as required by this Agreement; and

(ii) that BA shall suspend charging (and credit) AT&T the monthly recurring retail charges associated with those Test lines for the period beginning February 22, 2000 up to and including March 31, 2000.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

AT&T Communications of New England, Inc.

By: *William P. Carmaly*

Printed: William P. Carmaly

Title: District Manager

Bell Atlantic - Massachusetts

By: *Michael A. Daly*

Printed: Michael A. Daly

Title: Director

APPENDIX I

1. Provisioning

(i) Approximately 700 Test lines shall be located at 351 Bridge Street, Springfield, Massachusetts 01103.

(ii) AT&T will order and BA-MA shall install approximately 600 BA retail 1MR residential lines in Massachusetts. These lines shall be initially installed as described in Attachment A hereto. AT&T will use these lines for the sole purpose of converting BA retail residential lines to UNE-P, for ordering subsequent changes to the services and features provided on these UNE-P lines, or for the limited migration of service between AT&T and BA, as provided in section 5(b) of this Agreement. Subject to the availability of facilities, BA shall use commercially reasonable efforts to install these residential lines no later than February 22, 2000 in Springfield, MA. Upon the submission of timely and complete orders from AT&T, BA shall migrate these lines to UNE-P, and process the subsequent changes to the services and features on these lines.

(iii) AT&T will order up to 100 UNE-P lines by submitting a local service request ("LSR") electronically to the BA-TISOC. AT&T will use these lines for the sole purpose of ordering subsequent changes to the services and features provided on these UNE-P lines, or for the limited migration of service between AT&T and BA, as provided in section 5(b) of this Agreement. Subject to the availability of facilities and timely and complete orders from AT&T, BA shall use commercially reasonable efforts to install 100 lines at 351 Bridge Street, Springfield, MA 01103. Upon the submission of timely and complete orders from AT&T, BA shall process subsequent changes to the services and features on these lines.

2. Termination of Test Lines

(a) Because AT&T may order the disconnection and migration of lines as part of the Test, AT&T agrees that no later than the Termination Date as set forth in Paragraph 4 of the Test Agreement, AT&T shall send electronic mail or other written notice (“Termination Notice”) to AT&T’s account manager at BA stating that any disconnection order received by BA after receipt of the Termination Notice, shall be treated by BA as a final disconnection (“Final Disconnection”) of that line. For the Final Disconnection of all UNE-P lines, AT&T shall send the Final Disconnection orders via LSR to BA’s Telecom Industry Services Operations Center (“TISOC”). Any Test lines that are billed as retail lines as of less than one week prior to the applicable Termination Date shall be disconnected by BA on the applicable Termination Date.

3. Inside Wire. AT&T shall have sole responsibility for all inside wiring associated with all Test lines. BA shall provision the Test lines to a Network Interface Device at a demarcation point identified and agreed to by the Parties.

4. Production and Systems Readiness Lines. At any point during the Test, AT&T may designate 50 of the Test lines to be used for testing system releases of AT&T (“MA SRT Lines”). AT&T’s designation of the 50 SRT Test lines shall occur at least five (5) business days prior to AT&T’s use of the designated Test lines for SRT testing. At the time of designation, AT&T shall provide to BA a list of the telephone numbers associated with the MA SRT Test lines. Test lines that are not used for SRT testing, or that have not been designated for use as SRT Test lines, shall be referred to as “UNE-P Production Test Lines.”

