

disputes such adjustments and refuses to accept such adjustments, Cox shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between Cox and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Laws to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (e.g. 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 LSV/VCI Traffic

7.2.1 If in the future Party A decides or is required by a regulatory body of competent jurisdiction to offer LSV and VCI services to enable its Customers to verify and/or interrupt calls of Party B's Customers, Party B shall accept and respond to LSV and VCI requests from the operator bureau of the Party A. Each Party shall compensate the other Party for LSV and VCI inquiries in accordance with the other Party's Tariffed rates, the terms of the Directory Assistance and Call Completion Agreement appended hereto as Exhibit C, or as may be agreed to by the Parties.

7.2.2 The Party B operator shall only verify the status of the line (LSV) or interrupt the line to inform the called party that there is a call waiting. The Party B operator will not complete the telephone call of the Customer initiating the LSV/VCI request. The Party B operator will only make one LSV/VCI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/VCI Traffic between the Parties' networks.

7.2.4 Each Party shall route LSV/VCI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Local Serving Wire Center, operator services Tandem Office subtended by such Local Serving Wire Center, or other mutually agreed point in the LATA. Separate LSV/VCI trunks delivered at the Local Serving Wire Center will be directed to the operator services Tandem Office designated by Party B. Unless otherwise mutually agreed, the Parties shall configure LSV/VCI

trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

7.3 Transit Service

7.3.1 Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that transits the other Party's facilities over Traffic Exchange Trunks. If either Party 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 the other Party, but continues to utilize the other Party's Transit Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, then the Party utilizing the Transit Service shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay the other Party any charges or costs such terminating third party carrier imposes or levies on the other Party for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by the other Party in delivering or terminating such Traffic and/or resulting from the utilizing Party's failure to secure said reciprocal local traffic exchange arrangement. Each Party will, upon request, provide the other Party with all reasonable cooperation and assistance in obtaining such arrangements. In addition, neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that does not utilize the Transit Service of the first Party. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

7.3.2 Transit Traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D. Meet-Point Billing compensation arrangements as described in subsection 6.3 shall be utilized for compensation for the joint handling of Toll Traffic.

7.3.3 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 Part ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. In all cases, 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.

7.3.4 Transit Traffic shall be routed over the Traffic Exchange Trunks described in Section 5 above.

7.4 911/E911 Arrangements

7.4.1 Cox may, at its option, interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which Cox provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, BA will provide Cox with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cox and BA will negotiate arrangements to connect Cox to the 911 service.

7.4.2 Path and route diverse interconnections for 911/E911 shall be made at the Cox-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.4.3 Within thirty (30) days of its receipt of a request from Cox, BA will provide Cox with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem office(s) in the area in which Cox plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each PSAP in each county in the area in which Cox plans to offer Telephone Exchange Service;

(d) a list of BA personnel who currently have responsibility for each county's 911 requirements;

(e) the ten-digit subscriber number for each PSAP or the "main" PSAP that subtends each BA 911/E911 selective router or 911 Tandem to which Cox is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem;

(g) an electronic interface, when available, through which Cox shall input and provide a daily update of 911/E911 database information related to appropriate Cox Customers. Until such time as an electronic interface is available, Cox shall provide BA with all appropriate 911 information such as name, address, and telephone number in writing for BA's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the

availability of an electronic interface shall conform to BA standards, whereas 911-related data exchanged electronically shall conform to the applicable National Emergency Number Association standards;

(h) return of any Cox E911 data entry files containing errors, so that Cox may ensure the accuracy of the Customer records; and

(i) a Design Layout Record (“DLR”) of a 911 (CAMA) trunk, if applicable.

7.4.4 In cases where a Customer of one Party elects to discontinue its service and become the Customer of the other Party (“Party B”) but desires to retain its original telephone number pursuant to an INP arrangement, Party B will outpulse the telephone number to which the call has been forwarded (i.e. the Customer’s ANI) to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

7.4.5 BA and Cox will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of Cox systems to the 911/E911 platforms.

7.4.6 BA and Cox will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.4.7 The Parties acknowledge that the provision of INP, until PNP with full 911 compatibility is available, creates a special need to have the Automatic Location Identification (“ALI”) screen reflect two number: the “old” number and the “new” number assigned by Cox. The Parties acknowledge further the objective of including the five character Telephone Company Identification (“TCI”) of the company that provides service to the calling line as part of the ALI display. Until such time as TCI is operational, however, BA and Cox agree to supply and use the three-letter Access Carrier Name Abbreviation (“ACNA”) as the carrier identifier.

7.4.8 Cox will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.4.9 Cox will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

7.5 Ancillary Traffic Generally Ancillary Traffic that may be terminated at a BA Local Serving Wire Center pursuant to subsection 4.5 above shall be subject to a separate transport charge for transport from the Local Serving Wire Center to the appropriate Tandem Office, as set forth in Exhibit A.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 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 Cox access to telephone numbers by assigning NXX codes to Cox in accordance with such Assignment Guidelines.

8.2 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.

8.3 Unless mandated otherwise by a Commission order, or agreed to by the Parties, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Cox shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and Cox service areas overlap, and Cox shall assign whole NPA-NXX codes to each Rate Center in which Cox elects to do business unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 Cox will also designate a Routing Point for each assigned NXX code. Cox 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 be within the Rate Center Area itself.

8.5 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 Cox's choices regarding the size of the local calling area(s) that Cox may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 The Parties will work cooperatively to install and maintain a reliable network. Cox 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.

9.2 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 or involved directly in the network of the other.

9.3 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 Party A's provision of services, Party A shall have the right to discontinue Interconnection subject, however, to the following:

9.3.1 Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

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

9.3.3 Notice in accord with subsections 9.3.1 and 9.3.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary to meet its obligations (statutory, regulatory, contractual, or otherwise). In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

9.3.4 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.

9.4 Repeated or Willful Noncompliance

The Interconnection provided hereunder may be discontinued by either Party upon thirty (30) days written notice to the other for repeated or willful violation of and/or a refusal to comply with this Agreement in any material respect. 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.

9.5 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. Cox and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

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

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other 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, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10. JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

10.1 Joint Network Implementation and Grooming Process On or before June 1, 1997, unless the Parties agree to a different date, Cox and BA shall jointly develop an implementation and grooming process (the "Joint Process") which shall define and detail, inter alia,

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01, except that a blocking standard of one half of one percent (0.005) during the average busy hour for final trunk groups between a Cox End Office and a BA Tandem carrying Meet-Point Billing Traffic will be maintained;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery provision escalations;
- (d) migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties;
- (e) the procedures to govern any Cox request for information concerning available BA network facilities that Cox may purchase as unbundled Network Elements to connect the beginning and end points within given exchanges specified by Cox in its request; and
- (f) a SONET ring arrangement for Interconnection upon mutual agreement of the Parties;

(g) information related to traffic between exchanges that may be required for forecasting each Party's network requirements; and

(h) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 3.0 hereof.

10.2 Installation, Maintenance, Testing and Repair Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself or any subsidiary, affiliate, or third party. For purposes of this Agreement, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or equivalent services under like circumstances. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative 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.

10.3 Forecasting Requirements for Trunk Provisioning Within ninety (90) days of executing this Agreement, Cox shall provide BA a one (1) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups. The forecast shall be updated and provided to BA on a quarterly basis. 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 Cox-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.3.1 Initial Forecasts/Trunking Requirements Because BA's trunking requirements will, at least during an initial period, be dependent on the customer segments and service segments within customer segments to whom Cox decides to market its services, BA will be largely dependent on Cox to provide accurate trunk forecasts for both inbound (from BA) and outbound (from Cox) traffic. BA will, as an initial matter and upon request, provide the same number of trunks or amount of capacity to terminate Local Traffic to Cox as Cox provides to terminate Local Traffic to BA, unless Cox expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks Cox suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to Cox is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and on Cox's forecast history.

10.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Cox's suggestion or request pursuant to

the procedures identified in subsection 10.3.1 above. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of the lesser of (i) five percent (5%) of the trunks installed or (ii) six (6) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold Cox financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that Cox suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group in excess of the lesser of (i) two percent (2%) of the trunks installed or (ii) two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold Cox financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, Cox may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold Cox financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.3.3 Financial Responsibility Cox's financial responsibility to BA for the excess facilities or disconnected trunks discussed in subsection 10.3.2 above shall be determined by applying Cox's recurring and non-recurring rates for such facilities at the conclusion of the relevant ninety (90) day period. Cox shall not have financial liability for trunks or trunk capacity installed by BA at its own initiative.

10.3.4 Reciprocal Responsibility To the extent that BA requires Cox to install trunks for delivery of traffic to BA, Cox may apply the same procedures contained in subsections 10.3.2 and 10.3.3 above, with respect to BA's trunking requirements.

10.3.5 Future Forecasts/Trunking Requirement At the end of two (2) years following the Service Activation Date (as set forth in Schedule 3.0), the Parties agree to discuss the feasibility of developing reciprocal forecasts.

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

To the extent required of each Party by Section 251 of the Act, each Party shall offer to the other Party 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 Cox will be able to lease and interconnect to whichever of the Network Elements Cox requires, and to combine the BA-provided Network Elements with (i) any facilities and services that Cox may itself provide, or (ii) other BA-provided Network Elements as a substitute for the purchase at wholesale rates of Telecommunications Services that BA provides to the extent BA is required by the FCC or the Commission to allow such recombination or agreed to by BA with other Telecommunications Carriers.

11.1 Available Network Elements

At the request of Cox, BA shall provide Cox access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations:

- 11.1.1 Local Loops, as set forth in subsection 11.2;
- 11.1.2 The Network Interface Device, as set forth in subsection 11.3;
- 11.1.3 Switching Capability, as set forth in subsection 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.5;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 17;
- 11.1.6 Operations Support Systems, as set forth in subsection 11.6; and
- 11.1.7 Operator Services and Directory Assistance, as set forth in subsection 19.4.

11.2 Unbundled Local Loop (“ULL”) Transmission Types

Subject to subsection 11.7, BA shall allow Cox to access the following ULL types (in addition to those ULLs available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.2. BA will provide Cox ULLs of comparable quality or technical specification as it provides to itself at the same location for comparable ULLs.

11.2.1 “2-Wire Analog Voice Grade ULL” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Bell Atlantic TR-72565. If “Customer-Specified Signaling” is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.2 “4-Wire Analog Voice Grade ULL” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.3 “2-Wire ISDN Digital Grade ULL” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code.

11.2.4 “2-Wire ADSL-Compatible ULL” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6Mbps toward the Customer and up to 640 kbps from the Customer. BA will offer ADSL-Compatible ULLs only when the technology BA uses to provide such ULLs is compatible with that of Cox. In addition, ADSL-Compatible ULLs will be available only where existing copper facilities can meet or can be reasonably made to meet (at Cox’s expense) applicable industry standards.

11.2.5 “2-Wire HDSL-Compatible ULL” or “HDSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible ULLs will be available only where existing copper facilities can meet or can be reasonably made to meet (at Cox’s expense) the specifications.

11.2.6 “4-Wire HDSL-Compatible ULL” or “HDSL 4W” provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible ULLs will be available only where existing copper facilities can meet or can be reasonably made to meet (at Cox’s expense) the specifications.

11.2.7 “4-Wire DS1-compatible ULL” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible ULLs will be available where existing copper facilities can meet the specifications.

11.2.8 ULLs will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein. BA shall make ULLs available to Cox at the rates specified by the Commission, as amended from time to time, subject to the provisions of subsection 11.1.9 below.

11.2.9 BA will make Analog 2-Wire ULLs available for purchase by Cox in accordance with the schedule set forth in Schedule 3.0. BA will make BRI ISDN, Analog 4W ULLs and 4-Wire DS-1-compatible ULLs available for purchase by Cox by the later of January 1, 1997, or the date when the ULL milestone contained in Schedule 3.0 is achieved in the LATA. BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to Cox no later than the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in Virginia, unless such date is earlier than the ULL milestone date contained in Schedule 3.0 with respect to a particular LATA, in which case the ULL milestone date shall apply.

11.3 Network Interface Device/Network Interface Units (NIUs)

11.3.1 At the request of either Party, the Other Party (“Party B”) shall permit the requesting Party (“Party A”) to connect a carrier’s loop to the Inside Wiring of a Customer’s premises through Party B’s NID in the manner set forth in Schedule 11.3. This connection shall be through an adjoining NID deployed by Party A. The Customer shall be responsible for

resolving any conflicts between service providers for access to Customer's premises and Inside Wire.

11.3.2 In the case of a single-tenant residential building, if there will be no other working service at Party B's NID or NIU, and the Customer or Party A, properly authorized to act as the Customer's agent in accordance with subsection 18.3 below, requests removal of Party B's NID or NIU, Party B will perform the removal at no cost to the Customer. If Party A requires that this removal be coordinated, it shall reimburse Party B at the rate specified in Exhibit A for the "Coordinated Cutover with Field Dispatch" of an ULL. If there will remain other working service at Party B's NID or NIU, the request by the Customer or Party A to move the NID or NIU will be treated as a rearrangement and the time and material charges specified in Exhibit A and/or Party B's Tariffs shall apply. Each Party agrees that it will not solicit or ask Customers to have the other Party's NIDs or NIUs removed, or act as a Customer's agent to place an order for removal of the other Party's NIDs or NIUs, unless such removal is necessary for the installation of its own NIDs or NIUs.

11.4 Unbundled Switching Elements

BA shall make available to Cox the local Switching Element and tandem Switching Element unbundled from transport, local loop transmission, or other services in accordance with all Applicable Laws and as more fully described in Schedule 11.4.

11.5 Interoffice Transmission Facilities

BA shall provide Cox local transport from the trunk side of BA's Central Office Switches unbundled from switching, unbundled interoffice transmission facilities, and other services in accordance with Exhibit A.

11.6 Operations Support Systems

BA shall provide Cox with access via electronic interfaces or electronic bonding to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. Until such electronic access is established, BA shall provide Cox with comparable information via facsimile or other mutually agreed upon medium.

11.7 Limitations on Unbundled Access

11.7.1 Cox shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist or other mutually agreed upon means of Interconnection, and each ULL or Port shall, in the case of Collocation, be delivered to Cox's Collocation by means of a Cross Connection.

11.7.2 BA shall provide Cox access to its Unbundled Local Loops at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if Cox requests one or

more ULLs provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to Cox. If, however, no spare physical ULL is available, BA shall within three (3) business days of Cox's request notify Cox of the lack of available facilities. Cox may then at its discretion make a Network Element Bona Fide Request to BA to provide the Unbundled Local Loop through the demultiplexing of the integrated digitized ULL(s). Cox may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Alternatively, Cox may choose to avail itself of BA's Special Construction services, as set forth in Exhibit A, for the provisioning of such ULL(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in subsection 11.9 and the Performance Criteria and Performance Interval Dates set forth in subsection 27.1 and Schedule 27, respectively, shall not apply to ULLs provided under this subsection 11.7.2.

11.7.3 If Cox orders a ULL type and the distance requested on such ULL exceeds the transmission characteristics in applicable technical references, distance extensions may be required and additional rates and charges shall apply as set forth in Exhibit A or applicable Tariffs.

11.7.4 BA will exercise all reasonable efforts to ensure that the service intervals that apply to ULLs and unbundled Ports are comparable to the (i) repair intervals that apply to the bundled dial tone line service, and (ii) installation intervals that apply to other BA-coordinated services, except as provided in Section 27. Although BA will exercise all reasonable efforts to ensure that ULLs and unbundled ports meet specified or agreed-upon technical standards, BA makes no warranty that the ULLs or unbundled Ports supplied by BA hereunder will be compatible with the services Cox may offer to its Customers if they are used in a manner not contemplated by the Parties.

11.8 Availability of Other Network Elements on an Unbundled Basis

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

11.8.2 A Network Element obtained by one Party from the other Party under this subsection 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this subsection 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.6 except as required by the Commission or FCC.

11.8.4 BA will, on a semi-annual basis, notify Cox of the availability of new unbundled Network Elements, which Elements will not require a Network Element Bona Fide Request by Cox in order to be obtained.

11.9 Provisioning of Unbundled Local Loops

The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to ULLs. These and other mutually agreed-upon procedures shall apply reciprocally for the “live” cutover of Customers from BA to Cox and from Cox to BA.

11.9.1 Upon request by Cox, BA will apply the following coordination procedures to conversions of live Telephone Exchange Services to ULLs. Coordinated cutover charges will apply to any such arrangement. If Cox elects not to request coordinated cutover, BA will process Cox’s request in the normal course and subject to the normal installation intervals.

11.9.2 Cox shall request ULLs from BA by delivering to BA a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order such as a Loop/NID Time and Material form. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within forty-eight (48) hours of BA’s receipt of such valid service order, BA shall provide Cox the firm order commitment date according to the Performance Interval Dates set forth in Schedule 27 by which the ULLs covered by such service order will be installed. In addition, BA shall provide Cox with the related ULL design information, if available, at least forty eight (48) hours prior to the scheduled cutover time.

11.9.3 On each ULL order in a Wire Center, Cox and BA will agree on a cutover time at least forty eight (48) hours before that cutover time. The cutover time will be defined as a 15-30 minute window within which both the Cox and BA personnel will make telephone contact to complete the cutover.

11.9.4 Within the appointed 15-30 minute cutover time, the Cox person will call the BA organization designated to coordinate cross-connection work and when the BA organization is reached in that interval such work will be promptly performed.

11.9.5 If Cox requires a change in scheduling, it must contact BA to issue a supplement to the original order. The negotiations process to determine the date and time of cutover will then be reinitiated as usual.

11.9.6 If the Cox person is not ready within the appointed interval and if Cox had not called to reschedule the work at least two (2) hours prior to the start of the interval, Cox shall

be liable for the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.

11.9.7 If BA is not available or not ready at any time during the appointed 15-30 minute interval, Cox and BA will reschedule and BA will waive the non-recurring charge for the unbundled elements originally scheduled for that interval, whenever those unbundled elements are actually cut over pursuant to an agreed-upon rescheduling.

11.9.8 The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled element to the Cox Collocation Arrangement is fifteen (15) minutes per voice grade circuit for all orders consisting of twenty (20) ULLs or less. Orders involving more than twenty (20) ULLs will require a negotiated interval.

11.9.9 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cutover, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the Customer are the responsibility of Cox.

11.9.10 If Cox has ordered INP as part of an ULL installation, BA will coordinate implementation of INP with the ULL installation. BA's provision of unbundled elements shall in all cases be subject to the availability of suitable facilities, to the extent permitted by Section 251 of the Act.

11.9.11 If Cox requests or approves a BA technician to perform services on the network side of the Rate Demarcation Point beyond normal installation of the ULLs covered by the service order, BA may charge Cox for any additional and reasonable labor charges to perform such services. BA may also charge Cox its normal overtime rates for services Cox requests to be performed outside of BA's normal business hours (M-F, 9 am to 5 pm, E.S.T.).

11.10 Maintenance of Unbundled Local Loops

If (i) the Party purchasing the ULL (“Party A”) reports to the Party providing the ULL (“Party B”) a Customer trouble, (ii) Party A requests a dispatch, (iii) Party B dispatches a technician, and (iv) such trouble was not caused by Party B’s facilities or equipment, then Party A shall pay Party B the applicable tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by Party A is not available at the appointed time. Party A accepts responsibility for initial trouble isolation and providing Party B with appropriate dispatch information based on their test results. If, as the result of Party A’s instructions, Party B is erroneously requested to dispatch within the Central Office, Party B may levy on Party A an appropriate charge. However, if Party B imposes any charges on Party A under this subsection 11.8 and the same trouble recurs and the cause in both instances is determined to be in Party B’s facilities, then Party B shall refund to Party A all charges applicable to that trouble that were erroneously levied on and paid by Party A to Party B plus interest at the rate applicable to refunds of overpayments pursuant to Party B’s Tariffs.

11.11 Rates and Charges

BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A as interim rates until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations. Such permanent rates shall be applied in the manner described in Exhibit A and subsection 20.1.2 below.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and Cox shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g., Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by Cox of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.2 Availability of Wholesale Rates for Resale

BA shall make available to Cox for resale at the wholesale rates set forth in Exhibit A all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s), including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale. If Cox requests resale at wholesale rates of Telecommunications Services that BA provides at retail to

Customers that are not Telecommunications Carriers before April 1, 1997, the Parties understand and agree that the ordering, provisioning, billing, and maintenance of such resold Services are unlikely to rely on automated interfaces. After April 1, 1997, such resale arrangements shall, to the extent feasible and economically reasonable, employ automated interfaces for ordering, provisioning, billing, and maintaining resold accounts. The Parties may also agree to negotiate term and/or volume discounts for resold services

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

13.1 BA shall offer to Cox Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4) 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 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 Applicable Laws, subject to applicable federal and state Tariffs. Unless Applicable Law permits otherwise, pursuant to the Commission's Order in Case No. PUC960104, where Cox is physically collocated, it shall be allowed to directly interconnect with other physical collocators that do not adversely impact BA's coordination and technical management of collocation space. If in the event Applicable Law permits otherwise, the Parties agree to negotiate regarding the continuation of direct interconnection by Cox with other physical collocators.

13.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, Cox agrees, for so long as BA elects to offer both Physical and Virtual Collocation to Cox, to offer to BA Collocation (at Cox's option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as Cox may provide to other third parties. Cox shall provide such Collocation subject to applicable Tariffs. In the event BA ceases to offer a choice between Physical and Virtual Collocation to Cox for reasons other than space limitations and BA has already established Collocation on Cox premises pursuant to this subsection 13.2, Cox may, in its discretion, elect to cease offering Collocation to BA, which cessation shall be no more onerous than that imposed by BA on Cox. In addition, in the event BA desires to terminate any Virtual Collocation established by Cox at a BA premise, BA shall allow Cox a reasonable period of time to migrate to a Physical Collocation arrangement (or another Virtual Collocation arrangement at a different BA premise) before terminating the existing Virtual Collocation arrangement. For purposes of the preceding sentence, a "reasonable period of time" shall mean up to sixty (60) days following the date of Collocation termination notice to Cox for Cox to submit a new Collocation application to BA plus the amount of time needed for BA to prepare the BA premise(s) specified by Cox in its application or as may be agreed to by the Parties for Collocation by Cox.

13.3 Where Cox is Virtually Collocated on the date hereof on a premise that was initially prepared for Cox as Virtual Collocation, Cox may elect to (i) retain its Virtual

Collocation in that premises, and/or (ii) unless it is not practical for technical reasons or because of space limitations, establish Physical Collocation, in which case Cox shall coordinate the construction and rearrangement with BA of its equipment, facilities, and circuits, and for which Cox shall pay BA as provided in Exhibit A.

13.4 Prior to the initiation of a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide Cox with the following engineering requirements, if applicable:
 - Fiber Optic Terminal/Integrated Digital Loop Carrier bay locations;
 - Digital Cross-Connect panel location and jack assignments (in the case of Physical Collocation only);
 - fiber panel location and fiber port assignments;
 - single point of contact for each BA office where Collocation activities will be performed; and
 - MDF assignments for the installation of ULLs.

13.5 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space, or in its virtually collocated equipment, at the Housing Party’s premises as described in applicable Tariffs, and purchase Cross Connection to services or facilities as described in applicable Tariffs. Interconnections between collocated carrier networks shall be arranged between the involved carriers, including BA as required.

13.6 Collocation shall occur under the terms of each Party’s applicable and available Tariffs, except as such Tariff provision unavoidably conflict with the terms of this Agreement in which case the provisions of this Agreement prevail.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

14.1.1 The Parties shall provide Local Telephone Number Portability (“LTNP”) on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

14.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC and/or the Commission, the Parties agree to reciprocally provide Interim Number Portability to each other at the prices listed in Exhibit A. Such agreed-upon prices for INP are not intended to reflect either Party's views on the cost recovery mechanisms being considered by the FCC in its current proceeding on number portability issues.

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and Cox will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once PNP is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to PNP. If either Party implements PNP prior to the FCC's scheduled date, such Party shall not withdraw its INP offerings before the earlier of (i) one-hundred eighty (180) days notice or, (ii) the FCC's scheduled implementation date. Upon implementation of PNP pursuant to FCC or Commission regulation, both Parties agree to conform and provide such PNP. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.4 Under either an INP or PNP arrangement, Cox and BA will implement a process to coordinate LTNP cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.1.5 The Parties agree to discuss alternative solutions concerning INP for multi-path customers.

14.2 Procedures for Providing INP Through Remote Call Forwarding

Cox and BA will provide INP through Remote Call Forwarding as follows:

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Upon receipt of a service order from Party B requesting assignment of the number(s) to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B, only within the same Rate Center Area as the original telephone number(s). Party A will route the forwarded traffic to Party B over the appropriate traffic exchange trunk groups.

14.2.2 Party B will become the customer of record for the original Party A telephone number(s) subject to the INP arrangements. Upon the execution of an appropriate billing services agreement or such other mutually agreed-upon arrangement between the Parties, Party A shall use its reasonable efforts to consolidate into as few billing statements as possible collect, calling card, and third-number billed calls associated with the number(s), with sub-account detail by retained number.

14.2.3 Party A will update its Line Information Database (“LIDB”) listings for retained numbers, and load calling card information associated with those forwarded numbers as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B on a per order basis. Party B shall determine which of the screening options offered by Party A should apply to the Party B Customer account.

14.2.4 Party B will outpulse the telephone number to which the call has been forwarded to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

14.2.5 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer. The Parties agree to work cooperatively to develop procedures or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

14.2.6 The INP service offered herein shall not initially apply to NXX Codes 555, 915, 950 (as applicable), or 976, or for Feature Group A or coin telephone service. Upon request of either Party, provision of INP to these services will be mutually negotiated between the parties and provided to the extent feasible under negotiated rates, terms and conditions. INP shall not apply for any arrangement that would render the forwarded call Toll Traffic.

14.2.7 The ordering of INP arrangements and the exchange of screening information shall be made in accordance with industry-accepted (e.g. OBF developed) format and specifications to the extent they have been implemented by the Parties.

14.3 Procedures for Providing INP Through Direct Inward Dial Trunks (Flex-DID) Either Party may also request INP through Direct Inward Dial Trunks pursuant to any applicable Tariffs.

14.4 Procedures for Providing LTNP Through Full NXX Code Migration Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with

appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree in principle that, under the INP arrangements described in subsections 14.2 and 14.3 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this subsection 14.5 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.5.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in subsection 14.5.3 in lieu of any other compensation charges for terminating such traffic, except as provided in subsection 14.5.2.

14.5.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective six months, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) appropriate intrastate FGD charges ("Intra Traffic"), (iii) interstate FGD charges ("Inter Traffic"), or (iv) handling as Transit Traffic. On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on the Performing Party's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.

14.5.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in Exhibit A)
plus
(Intra Traffic percentage times Receiving Party's effective intrastate FGD rates)
plus
(Inter Traffic percentage times Receiving Party's effective interstate FGD rates).

The Receiving Party shall compensate the Performing Party for its billing and collection of charges for the intrastate and interstate FGD access services provided by the Receiving Party to a third party through the greater of (i) the difference between the intrastate and interstate FGD rates of the Receiving Party and the Performing Party, or (ii) three percent (3%) of the

Performing Party's intrastate and interstate FGD revenues for INP'ed numbers. Under no circumstances shall the Performing Party, in performing the billing and collections service on behalf of the Receiving Party, be obligated to pass through more than ninety seven percent (97%) of its FGD access charge to the Receiving Party in connection with any given INP'ed call.

14.6 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

Notwithstanding anything to the contrary contained in this Section 14, in light of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket 95-116 (the "Order"), the Parties stipulate and agree as follows:

14.6.1. For the INP functions it provides, each Party should be allowed to recover the amounts set forth in Exhibit A in a manner consistent with any final FCC and/or Commission order on INP cost recovery (such as a state-wide fund contributed to by all telecommunications carriers).

14.6.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.6 on the appropriate INP cost recovery mechanism, or to present such views before any relevant regulatory body or other agency as they relate to FCC or Commission actions on INP cost recovery.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and Cox shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 Each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls pursuant to any existing or future license agreement between the Parties, and in conformance with 47 U.S.C. § 224, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally-available license agreements). Where no such Tariffs exist, such access shall be provided in accordance with the requirements of 47 U.S.C. § 224, including any applicable FCC regulations that may be issued.

16.2 Licensor shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensor shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC regulations), considering such

factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted (subject to Licensee's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee's completion of an application, Licensor shall make commercially reasonable efforts to, within fifteen (15) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensor shall make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

17.0 DATABASES AND SIGNALING

17.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion, including but not limited to calling name information as required, by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs, 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, at the rates set forth in 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.

17.2 The Parties will provide CCS Signaling to one another, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing 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, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. 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/OZZ 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 those instances where the Parties have established End Office to End Office high usage trunk groups.

In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

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

(a) Bellcore Generic Requirement GR-905-CORE, Issue 1, March 1995; and

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

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, 800/888 database access, LIDB access, and access to other necessary databases, as follows: BA shall charge Cox in accordance with Exhibit A hereto and applicable Tariffs; Cox shall charge BA rates equal to the rates BA charges Cox, unless Cox's Tariffs for CCS signaling provide for lower generally available rates, in which case Cox shall charge BA such lower rates. Alternatively, either Party may use a third party vendor for the provision of CCS Signaling, provided such Party ensures that such vendor shall be bound by the same terms contained in this subsection 17.5 as said Party. In such a case, the foregoing charges shall apply only to the third party vendor.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements When a Customer changes its service provider from BA to Cox, or from Cox to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own customers for such service, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.2 Coordinated Repair Calls Cox and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 Cox and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality. With respect to erroneous repair calls made by dialing 611, neither Party shall use the opportunity to obtain information, unrelated to repair issues or to solicit the caller.

18.2.3 Cox and BA will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party's obligations under subsections 28.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 of the FCC Rules, 47 CFR § 64.1100, in effect on the Effective Date hereof when ordering terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (i) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (ii) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws (or as provided in subsection 18.3.1 above), the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting Cox's obligations under subsection 28.1, Cox shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Cox shall not access (including, but not limited to, through Bell Atlantic OSS Services (as defined in Schedule 12.3) and Bell Atlantic Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to Cox by BA pursuant to this Agreement unless Cox has obtained any Customer authorization for such access, use and /or disclose required by Applicable Laws. By accessing, using or disclosing

Customer Proprietary Network Information, Cox represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Laws and this Agreement. Cox shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization). Furthermore, Cox shall inform in advance any Cox employee or agent, that may have access to Customer Proprietary Network Information that is made available by BA to Cox in the course of BA's performance of this Agreement, of Cox's obligations under this subsection 18.3.3 and permit BA to monitor or audit such employee's or agent's access to such Customer Proprietary Network Information.

19.0 DIRECTORY SERVICES ARRANGEMENTS

19.1 Directory Listings and Directory Distributions

In this subsection 19.1, references to a Cox Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to Cox or is retained by Cox on the Customer's behalf pursuant to LTNP arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory. BA will, upon request, provide the following directory services to Cox in accordance with the terms set forth herein.

19.1.1 BA will include the Cox Customer's primary listing in its "White Pages" directory (residence and business listings) and "Yellow Pages" directory (business listings) that cover the address of the Customer. Listings of Cox's Customers will be interfiled alphabetically with listings of BA's Customers and the Customers of other LECs included in the BA white pages directory and included alphabetically under the business category(ies) specified by such Customers in the yellow pages directory in the same manner as those of BA Customers. Cox will pay BA a non-recurring charge as set forth in Exhibit A for providing such service for each Cox Customer's primary listing. Cox will also pay BA's Tariffed (on a wholesale basis to the extent required) charges, as the case may be, for additional and foreign white page listings and other white pages services for Cox's Customers. BA will not require a minimum number of listings per order.

19.1.2 BA will also include the Cox Customer's primary listing in BA's directory assistance database on the same basis that BA's own Customers are included, as well as in any electronic directories in which BA's Customers are ordinarily included, for no charge other than the charges identified in subsection 19.1.1.

19.1.3 BA will distribute to Cox Customers copies of their primary white pages and yellow pages directories at the same time and on the same basis that BA distributes primary directories to its own Customers. BA will also deliver a reasonable number of such directories to Cox. These distributions will be made for no additional charge. Cox and its Customers may request additional directories from BA's Directory Fulfillment Centers, which Centers will provide such additional directories for the same charges applicable to comparable requests by BA Customers.

19.1.4 Upon request by Cox, BA will provide Cox with a directory list of relevant NXX codes, the close dates, publishing data, and call guide close dates on the same basis as such information is provided to BA's own business offices.

19.1.5 Cox shall provide BA with daily listing information on all new Cox Customers in the format required by BA or a mutually-agreed upon industry standard format. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cox will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with Cox. BA will provide Cox with confirmation of listing order activity within forty eight (48) hours.

19.1.6 BA will accord Cox's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to Cox's directory listing information will be used solely for the purpose of providing directory services; provided, however, that BA may use or license information contained in its directory listings for direct marketing purposes so long as the Cox Customers are not separately identified as such; and provided further that Cox may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will make reasonable efforts to honor such requests.

19.1.7 Both Parties shall use their best efforts to ensure the accurate listing of Cox Customer listings. BA will also provide Cox, upon request, a copy of the BA listings standards and specifications manual. In addition, BA will provide Cox with a listing of Yellow Pages headings and directory close schedules on an ongoing basis.

19.1.8 Cox will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that Cox has the right to place such listings on behalf of its Customers. Cox agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (i) to provide the product or service offered, and (ii) to use any personal or corporate name, trade name or language used in the listing. In addition, Cox agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's accurate and proper listing of the listing information provided by Cox hereunder. BA agrees to provide reciprocal indemnification to Cox for any action brought by a third party, other than a Cox customer, resulting from BA's erroneous listing of information provided by Cox.

19.1.9 BA's liability to Cox in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by Cox for such listing. In addition, Cox agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's

liability to Cox's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

19.1.10 Within thirty (30) business days of the Effective Date, BA agrees to meet with Cox and, if appropriate, arrange a meeting with a BA authorized Yellow Pages agent, to address issues regarding Cox customer referrals or questions pertaining to Yellow Pages listings.

19.2 Yellow Pages Maintenance The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Cox (including Customers utilizing Cox-assigned telephone numbers and Cox Customers utilizing LTNP) are maintained without interruption. BA will offer Yellow Pages services to Cox Customers on the same basis as they are offered to BA Customers.

19.3 Service Information Pages BA will include all Cox NXX codes associated with the areas to which each directory pertains, along with BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. Cox's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by Cox for Cox's installation, repair and customer service and other essential service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. BA shall not charge Cox for inclusion of this essential service-oriented information, but reserves the right to impose charges on other information Cox may elect to submit and BA may elect to accept for inclusion in BA's white pages directories. BA will provide Cox with the annual directory close dates and reasonable notice of any changes in said dates.

19.4 Directory Assistance (DA); Call Completion

19.4.1 Upon request, BA will provide Cox with directory assistance, connect request, and/or IntraLATA call completion services in accordance with the terms set forth in the Directory Assistance and Call Completion Services Agreement appended hereto as Exhibit C.

19.4.2 Also upon request, BA will provide to Cox operator services trunk groups, utilizing Feature Group D type signaling, with ANI, minus OZZ when interconnecting to the BA operator services network.

19.4.3 BA agrees to utilize existing trunking arrangements, at no facility charge to Cox, to transfer Cox's operator calls handled by a BA operator to the appropriate 911/E911 PSAP. The ALI information passed to the PSAP shall be consistent with the information that BA passes on its own operator-handled calls.

20.0 COORDINATION WITH TARIFF TERMS

20.1 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:

20.1.1 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, notwithstanding that such rates may be different from those contained in an effective, pending, or 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 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. Even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference, however, if the Parties mutually agree to adopt the changed Tariff rates and charges.

20.1.2 As applied to wholesale discount rates, 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 such permanent rates as may be approved by the Commission pursuant to the Act or 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.

20.2 Except with respect to the rates and charges described in subsection 20.1 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.

21.0 INSURANCE

21.1 Each Party 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 25 hereof. At a minimum and without limiting the foregoing covenant, each Party 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.

21.2 For purposes of meeting the foregoing minimum insurance thresholds, BA may elect to self-insure and/or obtain purchase insurance or bonds from a third party.

21.3 Each Party shall, within two (2) weeks of a request by the other Party and on an annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance or bonds. The certificates or other proof of the foregoing insurance shall be sent to:

In the case of BA: Bell Atlantic Network Services, Inc.
Insurance Administration Group
1320 N. Court House Road, 4th Floor
Arlington, VA, 22201

In the case of Cox: Director of Risk Management
Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319

In addition, each Party shall require its agents, representatives, or contractors, if any, that may enter upon the premises of the other Party or the other Party's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish the other Party certificates or other adequate proof of such insurance. Certificates furnished by such Party or such Party's agents, representatives, or contractors shall contain a clause stating that the other Party shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance.

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the date first above written and continue in effect until July 1, 1999, 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 written notice of termination to the other Party, such written notice to be provided at least ninety (90) days in advance of the date of termination. 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 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.

22.2 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.

22.3 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other 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' prior to terminating service. Notice shall be posted by overnight 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.

23.0 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.

24.0 CANCELLATION CHARGES

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