

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 Level 3 shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, Level 3 shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, Level 3 shall not resell (a) residential service to business or other nonresidential Customers of Level 3, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, Level 3 shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA discontinues offering.

12.4.3 BA shall not be obligated to offer to Level 3 at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Level 3 shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

12.4.5 BA may impose additional restrictions on Level 3's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Laws.

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

13.1 To the extent required by and, in accordance with, Applicable Law, BA shall offer to Level 3 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 so permitted under Applicable Law, including, without limitation, 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. To the extent required under Applicable Law, BA shall permit Level 3 to utilize such Collocation without distinction for all Telecommunications Services, whether traditional voice or advanced services. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission. BA shall provide Collocation under the terms of its applicable Tariffs and this Agreement. In the event of a conflict between this Agreement and the Tariffs, this Agreement controls. In all cases, where BA is required to provide Collocation under Applicable Law, it shall be provided to Level

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

3 on rates, terms and conditions that are just, reasonable and nondiscriminatory as set forth in 47 U.S.C. 251(c)(6).

13.2 Level 3 shall offer to BA Collocation of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as Level 3 may provide to other third parties. Level 3 shall provide such Collocation subject to applicable Tariffs or a separate agreement between the Parties.

13.3 In the course of implementing 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 Level 3 with the relevant engineering requirements, including the projected dimensions of the Physical Collocation space.

13.4 Where Level 3 is virtually collocated in a space which was initially prepared for virtual Collocation, Level 3 may elect to (a) retain its virtual Collocation in that space and expand that virtual Collocation according to current procedures and the terms set forth in applicable Tariffs or (b) unless it is not practical for technical reasons or because of space limitations, transition its virtual Collocation to Physical Collocation at such premises, in which case Level 3 shall coordinate the construction and rearrangement with BA of its transmission equipment and facilities for which Level 3 shall pay BA at the rates set forth in applicable Tariffs. In addition, all applicable Physical Collocation nonrecurring and recurring charges shall apply and any nonrecurring and recurring charges for the transition to Physical Collocation and removal of virtual Collocation equipment shall apply.

13.5 After notifying Level 3 that BA has no available Physical Collocation space in a particular Central Office, BA must timely file a petition, where required under Applicable Law, with the Commission pursuant to 47 U.S.C. § 251(c)(6). BA will maintain a waiting list of customers on a first come, first served basis. BA will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon written request, BA will advise Level 3 as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a Central Office where space has been previously unavailable, this Agreement may be amended to incorporate such Commission-ordered procedure.

13.6 Joint Planning and Implementation Intervals

13.6.1 Upon BA's receipt of a written request from Level 3, BA shall provide to Level 3 point of termination bay assignments for a Collocation arrangement; BA shall provide such assignments to Level 3 at least ten (10) days prior to the date of completion of the

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

Collocation arrangement, so long as BA has had a reasonable amount of time to respond to Level 3's request for such information. Upon Level 3's reasonable request for additional information relating to its Collocation arrangement, BA shall work cooperatively and in good faith with Level 3 to supply such information as it becomes available.

13.6.2 For each Collocation request submitted by Level 3, the Parties shall meet to develop a set of major milestones for such request. BA and Level 3 shall work cooperatively to meet such milestones. The Parties shall conduct additional joint planning meetings if, and, as reasonably required.

13.6.3 After completion of construction, Level 3 and BA will complete an acceptance walkthrough of all collocated space requested from BA. Exceptions that are noted during this acceptance walkthrough and mutually agreed to by the Parties shall be corrected by BA within thirty (30) calendar days after the walkthrough. The correction of these exceptions from Level 3's original request for Collocation shall be at BA's expense.

13.6.4 Level 3 shall have the right to install all reasonable security measures it reasonably deems necessary for the protection of facilities within its own Collocation cage. Such measures shall include, but are not limited to, the installation of locks or access card readers. Level 3 will ensure that BA has adequate access to the locked enclosure for the purposes of routine inspections or emergencies, subject to the applicable BA Tariff provisions governing such access by BA.

13.6.5 Subject to the applicable BA Tariff bona fide request process, and only to the extent required by Applicable Law, Level 3 is entitled to a rebuttable presumption that its requested Collocation arrangement is technically feasible if any local exchange carrier has deployed such an arrangement in any incumbent local exchange carrier premises.

13.6.6 Equipment deployed by Level 3 at the BA premises will meet the safety requirements defined in BA's NEBS Requirements Document RNSA-NEB-95-0003. BA shall not impose any equipment safety requirements upon Level 3 that are more stringent than the requirements it places upon its own equipment, nor shall BA require that collocated equipment meets NEBS performance requirements. If BA denies Collocation on safety grounds, it shall provide Level 3 a list that includes all equipment in the BA premises, together with an affidavit attesting that this equipment meets or exceeds the relevant safety standard, within five (5) business days of the denial; provided, however, that the scope of the equipment BA is required to provide on such a list will be determined in accordance with Applicable Law. BA may obtain an extension of this interval upon receipt of written consent from Level 3, which consent shall not unreasonably be withheld.

13.6.7 Upon written request by Level 3 to utilize a vendor not previously approved or authorized by BA, BA shall not unreasonably delay consideration of whether BA shall approve or authorize Level 3 or any entity designated by Level 3 as a vendor eligible to work in BA premises. Such requests for approval or authorization shall be considered in a

nondiscriminatory manner pursuant to published certification or approval standards provided by BA to Level 3.

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

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with the Act, rules and regulations as from time to time prescribed by the FCC and the Commission, as applicable, and applicable industry standards.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering and Billing Forum ("OBF"). The Parties shall provide LNP on a reciprocal basis.

14.2.1 LNP applies when a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and also 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. After Party B has received appropriate authorization in accordance with Applicable Law from an end user Customer and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations. Upon written request from Party A, Party B shall provide a copy of any such authorization.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A ports his or her telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user Customer.

14.2.4 When a Customer of Party A ports his or her telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional

trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

14.2.6 Where LNP is commercially available, the NXXs in the End Office shall be defined as portable, except as noted in Section 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable End Offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG, pursuant to schedules and requirements, if any, set forth under industry standards and/or Applicable Law.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network, pursuant to schedules and requirements, if any, set forth under industry standards and/or Applicable Law.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier to perform the query for location routing number for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) 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.

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

BA and Level-3 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 To the extent required by Applicable Law and where facilities are available, 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. Such access shall be in conformance with 47 U.S.C. § 224 and 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).

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 Subject to Section 11.0, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection in accordance with existing Tariffs, and

Interconnection and access to toll free service access code (e.g., 800/888/877) 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. In either case, Level 3 shall comply with BA's SS7 certification process prior to establishing CCS Interconnection with BA.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Compensable Internet 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 Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; 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, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: BA shall charge Level 3 in accordance with Exhibit A hereto and applicable Tariffs; Level 3 shall charge BA rates equal to the rates BA charges Level 3, unless Level 3's Tariffs for CCS signaling provide for lower generally available rates, in which case Level 3 shall charge BA such lower rates; except to the

extent a Party uses a third party vendor for the provision of CCS Signaling, in which case such 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 Level 3, or from Level 3 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.

18.2 Coordinated Repair Calls

Level 3 and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 Level 3 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.

18.2.3 Level 3 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 subsection 27.1, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

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 (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider

selection upon request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, 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 Level 3's obligations under subsection 27.1, Level 3 shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Level 3 shall not access (including, but not limited to, through BA OSS Services (as defined in Schedule 12.3) and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to Level 3 by BA pursuant to this Agreement unless Level 3 has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, Level 3 represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. Level 3 shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit Level 3's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to Level 3 pursuant to this Agreement to ascertain whether Level 3 is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Level 3's access to and use of Customer Proprietary Network Information that is made available by BA to Level 3 pursuant to this Agreement.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.0 and upon request, BA will provide directory services to Level 3 in accordance with the terms set forth herein. In this Section 19, references to a Level 3 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 Level 3 or is retained by Level 3 on the Customer's behalf pursuant to Number Portability arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include the Level 3 Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), as well as in any electronic directories in which BA's own Customers are ordinarily included, and directory assistance databases, and will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers.

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

Listings of Level 3's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Where required, Level 3 will pay BA the charge(s) set forth in Exhibit A for providing such service for each Level 3 Customer's primary listing. Level 3 will also pay BA's Tariffed charges, as the case may be, for additional and foreign white page listings and other white pages services for Level 3's Customers. BA will not require a minimum number of listings per order.

19.1.2 Upon request by Level 3, BA will make available to Level 3 a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to BA's own business offices.

19.1.3 Level 3 shall provide BA with daily listing information on all new Level 3 Customers in the format required by BA or a mutually-agreed upon industry standard format, at no charge. 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. Level 3 will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with Level 3. BA will promptly provide Level 3 with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable.

19.1.4 BA will accord Level 3's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to Level 3's directory listing information will be used solely for the purpose of providing directory services; provided, however, that should it determine to do so, BA may use or license information contained in its directory listings for direct marketing purposes so long as the Level 3 Customers are not separately identified as such; and provided further that Level 3 may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Level 3 Customer listings. BA will provide Level 3 with a report of all Level 3 Customer listings ninety (90) days prior to the service order close date for that directory. BA will process any corrections made by Level 3 with respect to its listings, provided such corrections are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

19.1.6 Level 3 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 Level 3 has the right to place such listings on behalf of its Customers. BA will provide Level 3, upon request, a copy of the BA listings standards and specifications manual. Level 3 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 (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Level 3 agrees to release, defend, hold harmless and indemnify BA from and against

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

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 listing of the listing information provided by Level 3 hereunder.

19.1.7 BA's liability to Level 3 in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by Level 3 for such listing. In addition, Level 3 agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to Level 3'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.

19.2 Service Information Pages

BA will include all Level 3 NXX codes associated with the areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. Level 3's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when Level 3 is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Level 3 request, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by Level 3 for Level 3's installation, repair and Customer service and other essential local service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. Level 3 will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide Level 3 with the close dates and reasonable notice of any changes in said dates. BA shall not charge Level 3 for inclusion of this essential local service-oriented information, but reserves the right to impose charges on other information Level 3 may elect to submit and BA may elect to accept for inclusion in BA's white pages directories.

19.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Level 3 (including Customers utilizing Level 3-assigned telephone numbers and Level 3 Customers utilizing Number Portability) are maintained without interruption. BA will offer Yellow Pages services to Level 3 Customers on the same basis as they are offered to BA Customers.

19.4 Directory Assistance (DA) and Operator Services (OS)

19.4.1 Subject to Section 11.0 and upon request, BA will provide Level 3 with directory assistance and/or IntraLATA operator services in accordance with rates and terms to which the Parties may agree, as set forth in BA's standard Directory Assistance and Operator Services Agreement as available from time to time.

19.4.2 Level 3 shall arrange at its expense the trunking and other facilities required to transport to and from the designated DA and OS switch locations.

19.5 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.5.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.5.2 If either Party ("Carrier A") decides or is required by Applicable Law to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.5.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.5.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided elsewhere in this Agreement, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access. To the extent that services, facilities or arrangements are not included in Exhibit A, or the rates and charges therefor are not set forth in Exhibit A or elsewhere in this Agreement, the providing Party may charge its applicable, effective and nondiscriminatory Tariff rate that has been approved or otherwise allowed to go into effect by the Commission or the FCC.

20.2 Notwithstanding Section 20.1 hereof, the rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court or regulatory body of competent jurisdiction. Notwithstanding any other provision of this

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

Agreement, each Party reserves its respective right to file a complaint with the Commission with respect to the Tariff rates and charges of the other Party.

20.3 Upon request by BA, Level 3 shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if Level 3 (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay (or fails to give notice of a bona fide dispute pursuant to Section 28.8 hereof with respect to) a bill rendered to Level 3 by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to Level 3 in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law, interest will be paid on any such deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to Level 3 in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve Level 3 from compliance with BA's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Level 3 shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, Level 3 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

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 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 \$10,000,000 combined single limit for each occurrence.

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

21.2 Level 3 shall name BA as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 Level 3 shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Level 3 shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by Level 3 or Level 3's agents, representatives, or contractors shall contain a clause stating: "Verizon Virginia Inc. 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 Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until September 30, 2002 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

22.2 Either Level 3 or BA may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

22.3 Both Level 3 and BA shall have the right to request negotiation of a new interconnection agreement at any time beginning January 1, 2002. Any such request must be provided to the other Party in writing and shall be deemed a request for negotiation under Section 251 of the Act. If either Level 3 or BA provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Level 3 or BA has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof, this Agreement shall remain in effect during the "interim period" beginning on the proposed date of termination (which date shall not be earlier than

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

September 30, 2002) and ending on the earlier of: (a) the effective date of a new interconnection agreement between Level 3 and BA; or, (b) the date one (1) year after the proposed date of termination; provided, however, that notwithstanding any other provision in this Agreement, if the Commission, the FCC or a court of competent jurisdiction should at any time after the date hereof issue or release an order, or if a federal or state legislative authority should enact a statute, that by its terms (i) expressly supercedes or modifies existing interconnection agreements and (ii) specifies a rate or rate structure for reciprocal compensation, intercarrier compensation, or access charges that is to apply to Internet Traffic, then the Parties shall promptly amend this Agreement to reflect the terms of such order or statute for the foregoing interim period (but, for the avoidance of any doubt, not for any period prior to the start of such interim period); provided further that, if such order or statute does not expressly supercede or modify existing interconnection agreements, then either Party, in its sole discretion, may elect, on any date from and after the beginning of the foregoing interim period (but, for the avoidance of any doubt, not prior to the start of such interim period), to terminate the Intercarrier Compensation provisions set forth herein with thirty (30) days advance written notice to the other Party (it being understood, for the avoidance of any doubt, that such notice may be provided (but not yet be effective) prior to the start of such interim period). In the event either Party elects to exercise its right to terminate the Intercarrier Compensation provisions, then the Parties shall promptly amend this Agreement to reflect the terms of such order or statute, and any such amendment shall be retroactive to the effective date of the termination (but, for the avoidance of any doubt, shall not be retroactive with respect to any period prior to October 1, 2002).

22.4 If either Level 3 or BA provides notice of termination pursuant to Section 22.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Level 3 nor BA has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff. In any event, should termination of the Agreement be contemplated pursuant to this Section 22.4, the Parties agree to take commercially reasonable steps to minimize end user Customer disruption and to ensure an orderly transition in the provision of services.

22.5 If either Party defaults in the payment of any amount due hereunder (that is not the subject of a bona fide, good faith dispute hereunder), or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without

limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 INDEMNIFICATION

24.1 BA agrees to indemnify, defend and hold harmless Level 3 from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of BA; or

(b) made, instituted, or asserted by BA's own Customer(s) against Level 3 arising out of Level 3's provision of services to BA under this Agreement (except for a Loss as to which Level 3 is obligated to indemnify BA under Section 24.2(a)).

24.2 Level 3 agrees to indemnify, defend and hold harmless BA from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Level 3; or

(b) made, instituted, or asserted by Level 3's own Customer(s) against BA arising out of BA's provision of services to Level 3 under this Agreement (except for a Loss as to which BA is obligated to indemnify Level 3 under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.4 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party 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 (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

event no Tariff(s) apply, the providing Party'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 the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party 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 a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

BA shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 To the extent required by the FCC Order in the Application of BELL ATLANTIC Corporation, Transferee, For Consent to Transfer Control of BELL ATLANTIC Corporation and its Subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997) ("the FCC Merger Order"), BA shall provide Level 3 with the Performance Monitoring Reports applicable to Level 3 in accordance with the requirements of said FCC Merger Order.

26.2.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Memorandum Opinion and Order In re Application of GTE Corporation, Transferor, and BELL ATLANTIC CORPORATION, Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, CC Docket No. 98-184 (June 16, 2000), BA shall provide performance measurement results to Level 3.

26.2.3 Level 3 agrees that the performance information included in the Performance Monitoring Reports and the performance measurement results described in Sections 26.2.1 and 26.2.2 hereof is confidential and proprietary to BA, and shall be used by Level 3 solely for internal performance assessment purposes, for purposes of joint Level 3 and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

enforcing BA's obligations hereunder. Level 3 shall not otherwise disclose this information to third parties.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in BA's reasonable determination is likely to adversely affect BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the State of Virginia and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

28.1.2 Level 3 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Level 3 represents that it is a certified provider of local exchange services in the State of Virginia.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors beyond the Party's reasonable control; or any other acts or occurrences beyond the Party's reasonable control (the fact that a particular delay or failure in performance was foreseen or foreseeable not necessarily being indicative or non-indicative of whether or not the act or occurrence was within a Party's reasonable control) (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate. Each Party

agrees to treat the other in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure Event.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

(a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or

(b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or

(c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission, the FCC or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.4.6 The Parties' obligations with respect to Proprietary Information under this Section 28 shall not last beyond any time limitations therefor mandated under State law.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers. With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Level 3 under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to Level 3 for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to Level 3, then, as between BA and Level 3, Level 3 shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either Level 3 or BA with respect to the Tax on BA's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Bell Atlantic:	Tax Administration Bell Atlantic Corporation 1095 Avenue of the Americas Room 3109 New York, NY 10036
To Level 3:	Director of Tax Administration Level 3 Communications, LLC 1025 Eldorado Blvd. Broomfield, CO 80021

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, without the other Party's prior written consent (but with written notice thereof to the other Party), upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement, and provided further that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this subsection 29.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party. The forgoing shall not be construed to prevent a Party from granting a security interest in this Agreement.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the thirty (30) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission or any other authority of competent jurisdiction to resolve such issues or proceed with any other remedy pursuant to law or equity.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

To Level 3:

**Level3 Communications, LLC
Tony Sachetti, Director-Interconnection Services
1025 Eldorado Blvd.
Broomfield, CO 80021
Tel.: (720) 888-1000**

with a copy to:

**Michael R. Romano, Esq.
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
Facsimile: (720) 888-5134**

To BA:

**Director - Interconnection Services
Bell Atlantic Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381**

with copies to:

**Vice President and General Counsel
Bell Atlantic - Virginia, Inc.
600 Main Street
24th Floor
Richmond, Virginia 23261
Facsimile: 804/772-2143**

**Associate General Counsel - Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744**

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 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.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Except as may be required under Section 28.13.4 hereof, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) calls to the other Party for completion.

6.4.1 When Level 3 delivers translated toll free service access code (e.g., 800/888/877) calls to BA for completion

(a) to an IXC, Level 3 shall:

(i) Provide an MPB record in an industry standard format to BA; and

(ii) Bill the IXC the appropriate Level 3 query charge associated with the call.

(b) as an IntraLATA call to BA or another LEC in the LATA, Level 3 shall:

(i) Provide a copy record in an industry standard format to BA or the terminating LEC; and

(ii) Submit the call records to ITORP for payment by BA or the LEC that is the toll free service access code (e.g., 800/888/877) service provider of Level 3's and any intermediate LECs applicable Tariffed Exchange Access or local call termination charges and query charges.

6.4.2 When BA delivers translated toll free service access code (e.g., 800/888/877) calls originated by BA's or another LEC's Customers to Level 3 for completion

(a) to Level 3 in its capacity as an IXC, BA shall:

(i) Bill Level 3 the appropriate BA query charge associated with the call; and

(ii) Bill Level 3 the appropriate Feature Group D ("FGD") Exchange Access charges associated with the call.

(b) as an IntraLATA call to Level 3 in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to BA for processing under the IntraLATA Toll Originating Responsibility Plan ("ITORP") for payment by Level 3 of BA's (and another LEC's, if appropriate) applicable Tariffed Exchange Access or local call termination charges; and

(ii) Level 3 shall pay the originating LEC's appropriate query charge associated with the call.

Level 3/BELL ATLANTIC Interconnection Agreement for Virginia

6.4.3 The settlement of all IntraLATA toll free service access code (e.g., 800/888/877) calls exchanged pursuant to this Section 6.4 shall be in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties. Upon a Party's receipt of a written request from the other Party, the Parties shall undertake good faith negotiations to conclude such an agreement.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to Level 3-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as Level 3 connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic.

7.1.1 Level 3 shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event Level 3 exercises such option, Level 3 will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow Level 3 to route Information Service Traffic originated on its network to BA.

7.1.2 Level 3 shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to BA.

7.1.3 BA shall provide to Level 3 via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to Level 3's Customers pursuant to the BA's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Level 3 shall bill and collect such information services provider charges and remit the amounts collected to BA less:

- (a) The Information Services Billing and Collection fee set forth in Exhibit A;
and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in BA's billing and collection agreement with the applicable information services provider;
and
- (c) Customer adjustments provided by Level 3.

Level 3 shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider