ATTACHMENT EC-1

AMENDMENT NO. ONE

to the

DIRECTORY ASSISTANCE LICENSE AGREEMENT

between

VERIZON NETWORK SERVICES, INC.

and

MCI WORLDCOM NETWORK SERVICES, INC.

This Amendment No. One is made this _____ day of _____ 2001, by and between Verizon Network Services, Inc., on behalf of itself and its operating telephone company affiliates in the former Bell Atlantic service areas[3] (hereinafter referred to collectively as "Verizon") and MCI WORLDCOM Network Services, Inc., on behalf of itself and its affiliates MCImetro Access Transmission Services LLC and MCImetro Access Transmission Services of Virginia, Inc. (hereinafter referred to collectively as "MCI") (Verizon and MCI being referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Verizon and MCI are parties to a Directory Assistance License Agreement dated November 19, 1998 (the "DAL Agreement");

WHEREAS, Verizon and MCI through affiliated companies intend to establish a new interconnection agreement for the Verizon-Virginia service areas ("New VA Interconnection Agreement") pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"); and

WHEREAS, the Parties now desire to amend the DAL Agreement as set forth in this Amendment No. One;

---

[3] Verizon-Delaware, Inc.; Verizon-Maryland, Inc.; Verizon-New Jersey, Inc.; Verizon-Pennsylvania, Inc.; Verizon-Virginia, Inc.; Verizon-Washington, D.C., Inc.; Verizon-West Virginia, Inc.; Verizon-New York (providing service in New York and Connecticut) and Verizon-New England Company and any assigns or successors of these companies.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the Parties agree to amend the DAL Agreement as follows:

1. Delete in its entirety Section 1. and replace it with the following:

1. Term - The term of this Agreement shall be for three (3) years commencing on December 1, 1998 and ending on November 30, 2001. This Agreement shall be extended automatically for subsequent terms of one (1) year unless either the Licensee or the Telephone Company provides written notice of its intent not to renew the Agreement at least one hundred and eighty (180) days before the expiration of the current term. The Parties acknowledge that, as of the date of Amendment No. One of this Agreement, this Agreement has been extended until November 30, 2002. The Parties agree that once the New VA Interconnection Agreement is executed, this Agreement shall become coterminous with the New VA Interconnection Agreement. Upon the request of either Party, the Parties shall negotiate the pricing of the Directory Assistance Data provided under this Agreement after November 30, 2002. If the Parties do not reach agreement upon such rates within one hundred thirty-five (135) days after receipt of such a request, either Party may submit the matter for resolution to the State Commission. In such case, the new rates shall be determined in a manner consistent with Applicable Law (including, without limitation, *In the Matter of Provision of Directory Listing Information under the Telecommunications Act of 1934, As Amended*, First Report and Order, CC Docket No. 99-273, FCC 01-27 (released January 23, 2001) and Section 252(d) of the Act.

2. Insert the following at the end of Section 6:

For the avoidance of any doubt and notwithstanding any provision of this Agreement, any use restrictions on services provided under this Agreement shall be consistent (neither more or less restrictive) with Applicable Law (including, without limitation, *In the Matter of Provision of Directory Listing Information under the Telecommunications Act of 1934, As Amended*, First Report and Order, CC Docket No. 99-273, FCC 01-27 (released January 23, 2001).

Except for the foregoing, the terms and provisions contained in the DAL Agreement shall remain in full force and effect. This Amendment No. One may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. One to be duly executed as of the date first set forth above.

ATTACHMENT EC-2

DIRECTORY ASSISTANCE LICENSE AGREEMENT

This Agreement is entered into this _____ day of November, 1998 between Bell Atlantic Network Services, Inc., on behalf of itself and its operating telephone company affiliates[4], (hereinafter referred to collectively as the "Telephone Company") and MCI Telecommunications Corporation, on behalf of itself and its wholly-owned subsidiaries MCImetro Access Transmission Services, Inc., and MCImetro Access Transmission Services of Virginia, Inc. (hereinafter referred to as the "Licensee").

WHEREAS, Licensee and Telephone Company have been engaged in a dispute in several jurisdictions over the manner in which the Telephone Company should provide directory assistance data to Licensee, and other related terms, and

WHEREAS both parties seek to resolve their differences over this issue through negotiation and have executed a Settlement Agreement concurrent with the execution of this Agreement; and

WHEREAS Licensee desires to procure directory assistance data for purposes permitted under this negotiated Agreement including all of the terms and conditions set forth in this Agreement, and

[4] Bell Atlantic-Delaware, Inc.; Bell Atlantic-Maryland, Inc.; Bell Atlantic-New Jersey, Inc.; Bell Atlantic-Pennsylvania, Inc.; Bell Atlantic-Virginia, Inc.; Bell Atlantic-Washington, D.C., Inc.; Bell Atlantic-West Virginia, Inc.; New York Telephone Company (providing service in New York and Connecticut) and New England Telephone and Telegraph Company and any assigns or successors of these companies.

WHEREAS, the Telephone Company is willing to furnish Licensee subscriber listings from its directory assistance databases, pursuant to this negotiated Agreement including all of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Term** - The term of this Agreement shall be for three (3) years commencing on December 1, 1998 and ending on November 30, 2001. This Agreement shall be extended automatically for subsequent terms of one (1) year unless either the Licensee or the Telephone Company provides written notice of its intent not to renew the Agreement at least one hundred and eighty (180) days before the expiration of the current term. In the event either party elects not to renew this Agreement, Licensee and the Telephone Company will in good faith negotiate an agreement to succeed this Agreement, and during such negotiations this Agreement will remain in full force and effect until the earlier of: (i) execution of a succeeding agreement by Licensee and the Telephone Company or (ii) two (2) years after the date on which this Agreement would have expired.

2. **Provision of Directory Assistance Data** - Telephone Company shall provide to Licensee Directory Assistance Data through an electronic transfer as specified in Exhibit B. Directory Assistance Data shall mean the names, addresses, listing types, telephone numbers, and (if applicable) the non-published listing indicator, of all residential, business, and government subscribers in the Telephone Company's thirteen operating states and the District of Columbia and contained in the databases created and maintained by the Telephone Company for the provision of directory assistance type services, but excludes the line number for non-published listings

(hereinafter "Directory Assistance Data"). Directory Assistance Data also includes the same data relating to local exchange carrier ("LEC") subscribers and independent telephone company ("ITC") subscribers, to the extent that the Telephone Company is not precluded from releasing such data. In the event a LEC or ITC denies the Telephone Company the authorization to release LEC or ITC data and in negotiations with LECs and ITCs for use of their data, Telephone Company will use its best efforts to seek in good faith the authorization to release Directory Assistance Data from each LEC and ITC whose subscribers listings are included in the Directory Assistance Data created and maintained by the Telephone Company. It is acknowledged that any breach of the obligations of this paragraph will constitute a material breach of this Agreement.

3. **Technical Specifications** - Telephone Company shall provide Directory Assistance Data, including the initial extract and daily updates, to Licensee in accordance with and as specified in the technical specifications contained and incorporated herein as Exhibit B. To assure the continuity and content of the Directory Assistance Data provided to Licensee, Telephone Company shall not revise, change or modify these technical specifications unless agreed to by Licensee or unless Telephone Company has provided Licensee six (6) months advance written notice of such revisions. It is acknowledged that any breach of the obligations of this paragraph will constitute a material breach of this Agreement.

4. **Initial Extract** - Beginning no later than thirty (30) days after the execution of this Agreement and in compliance with a mutually agreeable schedule, Telephone Company shall provide initial extracts of Directory Assistance Data for all listings as

set forth in Paragraph 3 via electronic data transfer. Any initial extract for Directory Assistance Data (along with update files previously provided by the Telephone Company prior to the execution of this Agreement) will be covered by this Agreement. Each initial extract, along with any necessary update files, will reflect all Directory Assistance Data that is in the Telephone Company's Directory Assistance Database as of one (1) business day prior to the provision date. It is acknowledged that any breach of the obligations of this paragraph will constitute a material breach of this Agreement.

5. **Daily Updates** - Subsequent to the provision of each initial extract, Telephone Company shall provide Licensee with daily updates to the Directory Assistance Data via electronic data transfer. Daily updates will reflect all listing change activity occurring since the previous update. The updates shall be used solely by the Licensee to provide the services authorized by this Agreement. Telephone Company shall correct errors in its previously transmitted Directory Assistance Data via daily updates in the same manner that Telephone Company corrects errors included in its database. Upon Licensee's request, Telephone Company shall provide a refresh of the Directory Assistance Data within thirty (30) days after Licensee's request and in accordance with the same terms and conditions that apply to an initial extract of Directory Assistance Data, so long as the fulfillment of the request would not interfere with Telephone Company's normal administration and maintenance operations. If fulfillment of the request does interfere with Telephone Company's normal administration and maintenance operations, Telephone Company will begin to provide Licensee with the requested refresh within thirty (30) days after the request

and continue providing additional necessary extracts in accordance with a mutually agreeable schedule. It is acknowledged that any breach of the obligations of this paragraph will constitute a material breach of this Agreement.

6. **Grant of License** - The Telephone Company grants to the Licensee, during the terms of this Agreement, a non-exclusive license to use the Directory Assistance Data supplied by the Telephone Company hereunder. Licensee shall use Directory Assistance Data solely for the purposes of providing directory assistance-type services and shall not use Directory Assistance Data for telemarketing, sales, marketing, directory compilation, publishing, or for any advertiser supported service. Licensee shall use nonpublished Directory Assistance Data for the sole purpose of indicating that such subscriber listing is nonpublished. Licensee shall have no right to resell, transfer, or sub-license Directory Assistance Data in bulk under this Agreement without the written consent of the Telephone Company. It is acknowledged that any breach of the obligations of this paragraph will constitute a material breach of this Agreement.

7. **Payment** - Licensee shall pay the Telephone Company in accordance with charges listed in Exhibit A, which is incorporated herein. Bills shall include any local, state or federal taxes and delivery charges which may apply. Payment shall be made by Licensee within thirty (30) days after receipt of the invoice. The Telephone Company will use its best efforts to develop and implement electronic billing for the Directory Assistance Data provided hereunder. The Telephone Company reserves the right to impose late charges not to exceed 1½% per month, or the lawful rate of interest, whichever is lower, on bills outstanding more than thirty (30) days. If a billing

dispute arises concerning any charges billed pursuant to this Agreement, Licensee may elect to: (i) withhold payment of those charges in dispute, subject to its payment of interest on any amount Licensee owes upon resolution of the dispute; or (ii) pay the billed amount in whole, subject to Telephone Company's payment of interest on any amount by which it is determined that Licensee over paid. The applicable interest rate regarding the foregoing sentence for both the Telephone Company and Licensee will not exceed 1½% per month, or the lawful rate of interest, whichever is lower. It is acknowledged that any breach of the obligations of this paragraph will constitute a material breach of this Agreement.

8. **Non-Exclusivity** - Nothing in this Agreement or elsewhere shall give the Licensee any exclusive right to the Telephone Company's Directory Assistance Data, and the Telephone Company shall be free at any time to grant similar licenses to others as the Telephone Company, in its sole discretion, may determine.

9. **Most Favored Customer** - In the event Telephone Company makes available or provides Directory Assistance Data for the Telephone Company's entire operating region to any entity or entities for directory assistance type uses, by agreement, tariff, or other arrangement, either individually or in combination, the Telephone Company will present Licensee with a copy of the relevant portions of the agreement(s), tariff(s), or other arrangement(s) (except for agreements filed with a regulatory agency pursuant to Section 252 of the Telecommunications Act of 1996 and tariffs filed with a regulatory agency) within thirty (30) days after their effectiveness and permit the Licensee an opportunity to inspect such portions of the agreement, tariff, or other arrangement. Licensee agrees that any information provided pursuant to this

paragraph is confidential, and to use such information solely for the purposes of determining whether Licensee has a right under this License Agreement to substitute agreements. Licensee further agrees to limit review of such information to counsel and to one designated Licensee representative who shall be identified to Bell Atlantic, unless Licensee believes in good faith that it intends to exercise its rights under this paragraph. No more than three (3) times in any calendar year, Licensee may hire, at its expense, a independent auditor that is agreeable to Telephone Company (such agreement not to be unreasonably withheld). The Telephone Company will present the auditor with a copy of the relevant portions of any agreement(s), tariff(s), or other arrangement(s) that may exist and permit the auditor an opportunity to inspect such portions of the agreement(s), tariff(s), or other arrangement(s); provided the auditor agrees to keep such information confidential and to use such information solely for the purposes of determining whether the Telephone Company has made available or provided Directory Assistance Data (either individually or in combination) for the Telephone Company's entire operating region. In the event any agreement(s), tariff(s), or other arrangement(s), (either individually or in combination) offer Directory Assistance Data for the Telephone Company's entire operating region at more favorable, rates, terms or conditions than this Agreement, Licensee may, by so notifying the Telephone Company in writing within sixty (60) days after it or its auditor receives notice that such agreement(s), tariff(s) or other arrangement(s) first covered the Telephone Company's entire operating region, substitute in their entirety all of the prices, terms and conditions regarding the Telephone Company's provision of Directory Assistance Data and contained in the other agreement(s), tariff(s), or

other arrangement(s) in place of all of the prices, terms and conditions in this Agreement in their entirety, with effect from the date such agreement(s), tariff(s), or other arrangement(s) first covered the Telephone Company's entire operating region, and for the remainder of the term of those agreement(s), tariff(s) or other arrangement(s). It is acknowledged that any breach of this paragraph will constitute a material breach of this Agreement.

10. **Developed Information** - Any programs or applications which are developed solely by Telephone Company or Licensee in connection with the provision and receipt of Directory Assistance Data shall be the exclusive property of the party developing such programs in the absence of any other agreement by and between the parties. The non-developing party shall have no rights nor title thereto whatsoever.

11. **Security of Directory Assistance Data** - Licensee shall not permit anyone but its duly authorized employees or agents to inspect or use in bulk the Directory Assistance Data or by-products of the data furnished by the Telephone Company. Licensee shall take appropriate security measures to guard against unauthorized use of the data or by-products of the data furnished hereunder by employees or others. Licensee shall cooperate with the Telephone Company in investigating unauthorized disclosures of the Directory Assistance Data related to Licensee's use of the data. It is acknowledged that any breach of this paragraph will constitute a material breach of this Agreement. Nothing contained in this Agreement shall restrict, impair or in any way diminish any proprietary interest of the Telephone Company, if any exists, in the Directory Assistance Data supplied to the Licensee.

12. **Relationship of the Parties** - It is the intention of the parties that they be independent contractors. Nothing contained herein will constitute the parties as joint venturers, partners, employees or agents of one another, and neither party shall have the right or power to obligate the other. Neither Licensee nor its employees, agents or representatives shall represent in any way to any person that the Telephone Company has any responsibility for or in connection with Licensee's use of the Directory Assistance Data. However, to the extent Licensee becomes aware of an incorrect listing involving a subscriber of the Telephone Company, Licensee may advise that subscriber to contact the subscriber's business office of the Telephone Company to correct the listing. Licensee shall be solely responsible for interacting with the Telephone Company to resolve any questions it receives from Licensee's local exchange service customers relating to the accuracy or content of Telephone Company information. The Telephone Company will assist Licensee in correcting any errors or inaccuracies found in the Directory Assistance Data provided hereunder.

13. **LIMITATION OF LIABILITY** - BOTH PARTIES SHALL ARRANGE FOR TARIFFS LIMITING THEIR RESPECTIVE LIABILITY IN CONNECTION WITH THE PROVISION OF SERVICES ASSOCIATED WITH THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT, (i) IN THE EVENT OF A PARTY'S WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, INTENTIONAL NON-PERFORMANCE, OR REPEAT NON-PERFORMANCE (MULTIPLE OCCURRENCES THAT ARE PART OF THE SAME

TRANSACTION SHALL NOT CONSTITUTE REPEAT NON-PERFORMANCE), AND WHERE SUCH ACTIONS OR OMISSIONS HAVE NOT BEEN CURED PURSUANT TO THE CURE PROVISIONS SET FORTH IN PARAGRAPH 19, THE BREACHING PARTY SHALL BE LIABLE FOR THE ACTUAL DIRECT DAMAGES AND ANY AND ALL FORESEEABLE DAMAGES CAUSED BY SUCH ACTIONS OR OMISSIONS; AND

(ii) THE TELEPHONE COMPANY'S LIABILITY FOR ERRORS, DEVIATIONS, OR OMISSIONS IN THE DATA FURNISHED TO THE LICENSEE WILL BE LIMITED TO A CREDIT OR REFUND OF THE CHARGES PAID FOR THE DATA, TAPES, OR PARTS THEREOF, OMITTED OR IN ERROR.

14. **Warranty** - The Telephone Company disclaims all warranties, express or implied, concerning any data or materials (or their accuracy) including but not limited to warranties of merchantability or fitness for particular purposes. However, the Telephone Company does warrant that the Directory Assistance Data provided to Licensee pursuant to this Agreement will be identical in content to the Directory Assistance Data that is input by the Telephone Company into the databases used by Telephone Company to provide directory assistance type services to its end user customers. Telephone Company will provide, and warrants that it will provide, Licensee with access to any directory assistance data (not necessarily as defined in Paragraph 2 above) to the extent required subsequently (either through changes in the applicable law or through changes to the manner in which the Telephone Company provides directory assistance services) by the Telecommunications Act of 1996, the FCC's implementing regulations thereunder, or a state regulatory agency (with respect

to that agency's geographic jurisdiction), or any judicial interpretations of these three, in the context of providing directory assistance data as an unbundled network element.

15. **Dispute Resolution** - Licensee and the Telephone Company agree that the individual state commissions will have jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Telephone Company and Licensee agree that any dispute arising out of or relating to this Agreement that the parties themselves cannot resolve may be submitted to the appropriate state commission for resolution and accepted subject to the discretion of that commission. The parties agree to seek expedited resolution by the appropriate state commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. The parties agree that the state commission may direct them to engage an expert(s) or other facilitator(s) to assist in its decision making. Each party shall pay half of the fees and expenses so incurred. During the proceeding each party shall continue to perform its obligations under this Agreement; provided, however, that neither party shall be required to act in any unlawful fashion. This paragraph will not preclude the parties from seeking relief available in any other forum.

16. **Notice** - All notices or other communications under this Agreement will be deemed to have been duly given when made in writing and delivered either in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows: The addresses above may be changed by written notice given by one party to the other pursuant to this paragraph.

To Licensee:	MCImetro Access Transmission Services, Inc. Attention: Vice President 7900 Westpark Drive, 8th Floor McLean, VA 22102
Copies to:	Vice President, ISN Service & Solutions MCI WorldCom 601 South 12th Street, 12th Floor North Arlington, VA 22202 General Counsel MCI WorldCom 1801 Pennsylvania Ave., N.W. Washington, DC 20006
To Telephone Company:	Bell Atlantic Network Services, Inc Attn: Vice President –Operator Services 13100 Columbia Pike Silver Spring, MD 20904
Copy to:	Legal Department Bell Atlantic Network Services, Inc. Attention: Counsel, Public & Operator Services 1320 North Courthouse Road, 8th Floor Arlington, VA 22201

17. **Non-Waiver** - A failure or delay of either Party (including any course of dealing or course of performance) to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

18. **Assignment** - Any assignment or delegation by either party to any non-affiliated entity of any right, obligation or duty, or of any interest hereunder, in whole or in part, without the prior written consent of the other party shall be void. A party

assigning or delegating this Agreement or any right obligation, duty or other interest hereunder to an affiliate shall provide written notice to the other party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party. No assignment or delegation shall relieve the assignor of its obligations under this Agreement.

19. **Breach** - If either party breaches any material provision of this Agreement, the non-breaching party may terminate this Agreement after providing the breaching party with written notice and thirty (30) days to cure such breach. If the breach has not been cured within thirty (30) days after receipt of written notice, this Agreement may be terminated by the non-breaching party. In the event of a breach of any material term of this Agreement, either party will have the right to enforce the Agreement by injunction and by such other equitable and legal proceedings as they may deem appropriate.

20. **Termination** - Upon expiration or termination, any Telephone Company data provided by the Telephone Company or copies or byproducts thereof, must be destroyed or returned by Licensee.

21. **Regulatory Compliance** - Each party shall be responsible for obtaining and keeping in effect all FCC, state regulatory, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. This is a negotiated Agreement, and the parties agree to comply with the terms and conditions of the Settlement Agreement, which has been executed concurrently with this Agreement and which is incorporated herein. It is

acknowledged that a breach of the Settlement Agreement will constitute a material breach of this Agreement.

22. **Publicity** - Licensee shall not publicize, advertise, or market to others any information relating to the terms of this contract without the Telephone Company's express written consent. However, Licensee may provide factual information to customers or prospects requesting such information that it obtains Directory Assistance Data from Bell Atlantic.

23. **Force Majeure** - Neither party shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, requirements imposed by government regulation, civil or military authorities, acts of God, or by a public enemy or other similar cause beyond such party's control. In the event of any excused delay or failure to perform due to the events set forth in the foregoing sentence, the due date for the performance of the original obligation will only be extended for a term equal in length to the time lost by reason of the excusing event.

24. **Governing Law**. - This Agreement shall be governed by and interpreted according to the laws, without regard to its conflict of laws rules, of the Commonwealth of Virginia. Each party will comply with all applicable laws, regulations and rulings of any court or regulatory jurisdiction of competent jurisdiction.

25. **Specific Performance** - The obligations of the parties and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, either party may sue in equity for specific performance.

26. **Integration Clause** - This writing constitutes the entire Agreement between the parties and shall not be changed except by written agreement signed by both parties.

27. **Counterparts** - This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first mentioned above.

LICENSEE	TELEPHONE COMPANY
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Exhibit A to License Agreement

STANDARD CHARGES

I. **Directory Assistance Data Fees**

A. Licensee shall pay Telephone Company a fee of $.029 for each listing provided as part of either an initial extract of, part of a daily update, or as a refresh of previously provided Directory Assistance Data.

B. All costs associated with establishing and maintaining data communication access to Telephone Company's data centers are the responsibility of the Licensee.

C. No sooner than thirty (30) days after the execution of this Agreement, the Telephone Company shall bill, and Licensee shall pay in accordance with paragraph 7, the estimated amount for the initial extracts and previously provided Directory Assistance Data (all initial extracts previously provided and updates in New York and Virginia) covered by this Agreement. The parties agree that the initial extract and the previously provided Directory Assistance Data shall include approximately 40,000,000 listings, and said estimated payment shall be $1,160,000. With respect to subsequent daily updates, Telephone Company will bill Licensee on a monthly basis for one-twelfth of the estimated annual billings for all listing updates covered by this Agreement. These estimated amounts paid by Licensee will be trued up retroactively by the Telephone Company and Licensee on an annual basis to reflect payment for the number of listings actually received by Licensee.

D. During the first twelve (12) months after the execution of this Agreement, Licensee agrees to purchase a minimum of 60,000,000 Directory Assistance Data listings

(including the initial extracts, previously provided Directory Assistance Data and subsequent daily updates), and to pay a minimum fee of $1,700,000. However, in the event that Licensee has requested the entire region as set forth above, and Telephone Company is not able to provide a minimum of 60,000,000 listings, the minimum fee paid by Licensee will be reduced (in the annual true-up described in Paragraph C above) to the actual number of listings provided. For each subsequent twelve (12) month period, Licensee agrees to purchase a minimum of 30,000,000 directory assistance listings for the term of this Agreement. However, in the event that the Telephone Company is not able to provide a minimum of 30,000,000 listings during any of the subsequent twelve (12) month periods, the minimum fee paid by Licensee will be reduced (in the annual true-up described in Paragraph C above) to the actual number of listings provided.

Exhibit B to License Agreement

TECHNICAL SPECIFICATIONS

[Intentionally Omitted Due to Length]

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION

In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc., and for Expedited Arbitration	)))))))))	CC Docket No. 00-218

AFFIDAVIT OF EDWARD J. CAPUTO

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Edward J. Caputo, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Edward J. Caputo

Subscribed and Sworn to before me this
16th day of August, 2001.

Notary Public

Virginia J. Taylor
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires 4/30/05

RECEIVED

AUG 17 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc., Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon-Virginia, Inc., and for	)	
Expedited Arbitration	)	

DIRECT TESTIMONY OF LYNN CARSON
(Issues III-13 and III-13(h)

August 17, 2001

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INTRODUCTION

Q. Please state your name, title and business address.

A. My name is Lynn Darrow Carson. I am Associate Counsel for the Network and Facilities Legal Team of WorldCom, Inc. ("WorldCom"). My business address is 2400 North Glenville Drive, Richarson, TX 75082.

Q. Please describe your relevant experience with WorldCom.

A. I joined WorldCom on July 1, 1980. My current responsibilities include negotiation of pole attachment and conduit occupancy agreements and the enforcement of our rights under them as well as the enforcement of our rights under pole attachment and conduit occupancy sections of interconnection agreements.

Q. What is the purpose of your testimony?

A. One of the purposes of my testimony is to discuss why the terms and conditions associated with poles, ducts, conduits and rights-of-way must be included within the interconnection agreement and not in a separate stand-alone agreement. Another purpose is to highlight Make-Ready Work issues. These issues generally correlate to III-13 and III-13(h)

Issue III-13

What are the rates, terms and conditions under which Verizon provides WorldCom with access to Vverizon's poles, ducts, conduits and rights-of-way

1 **Q. Please describe the issue that remains.**

2 A. The primary issue that remains is whether the terms and conditions associated
3 with poles, ducts, conduits and rights-of-way ("rights-of-way terms") should be included
4 in the Interconnection Agreement, or in a stand-alone "standard license agreement."
5 Verizon asserts that the terms and conditions should be included in a separate agreement,
6 and further asserts that "there is no legal requirement, nor is it appropriate from a
7 practical standpoint to ... [include these terms] in the interconnection agreements
8 themselves." (Verizon Answer, Exhibit A at 147).

9

10 **Q. Are the substantive issues resolved?**

11 A. With the exception of the make-ready issues set out below under Issue III-13(h),
12 they are resolved. In its answer Verizon conceded that "[w]ith some important
13 distinctions noted below, [it] agrees that much of the language proposed by WorldCom
14 should be agreed to by the Parties. In fact, the vast majority of the [sic] WorldCom's
15 proposed language has been taken verbatim from Verizon's licensing agreement."
16 (Verizon Answer, Exhibit A at 148). The parties were able to agree on various other
17 substantive rights-of-way terms during the FCC mediation session of August 2, 2001.
18 Thus, most of the rights-of-way terms are undisputed and, as Verizon points out, the
19 controversy centers primarily on <u>where</u> the terms are to be included.

20

21 **Q. Do you agree with Verizon's conclusion that these terms should be in a**
22 **separate agreement?**

1 A. Absolutely not. This position is wholly inconsistent with the Communications
2 Act of 1934, as amended ("Act") and is also inconsistent with industry practice. The Act
3 requires that all terms related to interconnection be included in an interconnection
4 agreement rights-of-way terms fall squarely within that category. Section 251 of the Act
5 is entitled "Interconnection." Subsection 251(b)(4) – under Interconnection – specifically
6 addresses "Access to Rights-of-Way." The Act thus contemplates that terms and
7 conditions associated with rights-of-way properly fall under the rubric of interconnection
8 and therefore should be included in an interconnection agreement. So it stands to reason
9 that subsections listed under it relate to interconnection and should therefore naturally be
10 included in an integrated interconnection agreement.
11 Moreover, industry practice fully supports this fact. In my experience, ILECs
12 typically include rights-of-way terms and conditions within their interconnection
13 agreements. (E.g., interconnection agreements between MCI Metro and Southwestern
14 Bell and Brooks and Southwestern Bell in TX, MO, AR and KS all include rights of way
15 terms within the interconnection agreements).
16
17 **Q. Are there any problems with including terms such as these in a separate**
18 **agreement?**
19 A. Yes. First, it is utterly unmanageable. Verizon is requesting that a number of
20 sections addressed in this proceeding take the form of separate stand-alone agreements.
21 Thus, for example, in addition to the rights-of-way terms, Verizon is requesting separate
22 documents for OSDA trunking and the terms and conditions related to the Directory
23 Assistance database. If Verizon prevails, WorldCom will be operating under a series of

separate agreements, which all would have to be somehow read together in order to determine the full range of interconnection terms and conditions. In addition to the logistical difficulty of such an arrangement, it will be much more likely that there will be individual terms that are inconsistent with one another. For this reason alone, the Commission should ensure that the Act's mandate that terms be reduced to an "interconnection agreement" (see, e.g., 47 U.S.C. § 252(e)(1)) should not be distorted so that interconnection terms end up scattered throughout a myriad of stand-alone agreements.[1]

There is another, independent, reason that this is troubling. It appears that Verizon is attempting to place these terms in separate agreements to prevent other competitive carriers from "opting in" to those agreements. Because these agreements fall within Sections 251 and 252 of the Act, Verizon should not be able to accomplish this. Indeed, the FCC has expressly recognized that Verizon cannot avoid its Section 252(i) obligations or the MFN commitments from its Merger Conditions[2] simply by utilizing separate agreements to effect provisions that should rightfully be included in an interconnection agreement. The Commission recently reaffirmed this proposition in the context of DA (See Provision of Directory Listing Information under the Telecommunications Act of 1934, As Amended, First Report and Order in CC-Docket No. 99-273 (rel. Jan. 23, 2001), para. 36.)

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[1] Thus, for example, if Verizon were to prevail in its desire to have various issues spun off to different interconnection agreements, there would need to be language included in the separate agreement related to enforcement.

[2] See 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, Memorandum Opinion and Order in CC Docket No. 98-184 (rel. Jun. 16, 2000), Appendix D, para. 31.

1 Verizon appears to claim that it should be entitled to try to shield these
2 requirements from opt-in, however, because construction and engineering concerns
3 require different rights-of-way agreements for each of its operating states. Specifically,
4 Verizon has suggested that the pole attachment and conduit occupancy agreement for
5 Virginia cannot be used in the Massachusetts. An initial comparison of Verizon's
6 standard agreements for Virginia and Massachusetts, however, shows them to be
7 substantially identical with respect to construction and engineering issues. In addition,
8 Verizon's pole attachment agreement for Massachusetts also encompasses the states of
9 Vermont, New Hampshire, Maine and Rhode Island.
10 More importantly, however, Verizon should not be allowed to use its Merger
11 Order commitments as a sword that allows it to keep new entrants such as WorldCom
12 from obtaining a complete interconnection agreement. The Merger Order conditions
13 were designed to facilitate competition. Verizon should not be allowed to frustrate this
14 purpose by using them to prevent the establishment of complete interconnection
15 agreements.
16
17 **Q. What action do you request the Commission take with respect to this issue?**
18 The Commission should order that the terms and conditions related to rights of way be
19 included in the Interconnection Agreement.
20 **ISSUE III-13(h)**
21 *Should the Interconnection Agreement contain detailed provisions regarding Pre-License*
22 *Survey and Make-Ready Work requirements and procedures?*

1 **Q. What is the remaining issue with respect to make-ready work requirements**
2 **and procedures?**
3 A. Verizon has indicated it is willing to consider modification to its standard contract
4 language regarding make-ready work. The parties have not yet agreed to the language
5 that will be included in this provision. WorldCom's concerns are twofold. The first deals
6 with the invoices we receive from Verizon for make-ready work. These invoices are not
7 itemized. Without a specific level of detail – which we currently do not obtain -- we are
8 unable to determine exactly what it is we are paying for. For example, attached as
9 Exhibit A is a bill from Verizon for make-ready work for conduit occupancy on Great
10 Falls Road. A review of this bill indicates a number of deficiencies. As a threshold
11 matter, there is no geographic description for Great Falls Road. More importantly, from
12 the charge descriptions listed on the bill, it is impossible to determine whether we are
13 paying for work done on our behalf or whether there are others participating in the
14 modifications required. Moreover, there is fundamentally no way to determine what the
15 make-ready work involves.
16 The second issue with respect to make-ready is the timeliness with which make-
17 ready work is performed. Verizon insists that all make-ready work for CLECs is slotted-
18 in with work that is performed for Verizon. In practice, however, the delays in
19 completing make-ready work have caused WorldCom to miss in-service dates with its
20 customers. While we recognize that Verizon has an obligation to protect the integrity of
21 its infrastructure, we are proposing language for the rights-of-way section of the
22 interconnection agreement that would allow us to work with Verizon to expedite make-
23 ready work when Verizon is unable to complete the work in a timely fashion. Attached

1 as Exhibit B is our proposed language for this provision, which would fall under section

2 8.5 in Verizon's template agreement.

3

4 **Q. What action do you request the Commission take with respect to this issue?**

5 A. The Commission should order the incorporation of WorldCom's proposed

6 language into the Interconnection Agreement.

7

8 **Q. Does this complete your testimony?**

9 A. Yes it does.

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon-Virginia, Inc., and for	)	
Expedited Arbitration	)	

AFFIDAVIT OF LYNN DARROW CARSON

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Lynn Darrow Carson, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Lynn Darrow Carson

Subscribed and Sworn to before me this
16th day of August, 2001.

Sandra Spain
Notary Public

SANDRA SPAIN
Notary Public, State of Texas
My Commission Expires 06-17-03

veri on

Exhibit A

Billing Date: 05/21/2001
Damage Date: / /
Bill Number: 703GN89210501
Claim Number:
Bill Type: TV
Authorization Number: 000N8921

Questions? Call: 800-486-4564

Description
CONDUIT OCCUPANCY - KNOCKOUT - GREAT FALLS ROAD.

Charge Description	Hours	Amount
LABOR		930.01
ENGINEERING	20.50	1,830.45
CONTRACTOR'S SERVICES		10,089.49
CREDIT FOR ADVANCE PAYMENT		-11,838.00
PROPERTY RELATED COSTS		187.57

Total Amount Due By 06/21/2001 **$1,199.52**
A late payment charge may apply.

Please write the bill number on your check. Mail bottom stub with your payment to address below.

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veri on **Special Projects Billing**

Claim Number
Bill Number 703GN89210501
Total Amount Due **$1,199.52**
Please pay By 06/21/2001

□,□□□.□□

WORLDCOM
ATTN: ANTHONY MACK

12379-A SUNRISE VALLEY DRIVE
RESTON VA 20192-3422

Verizon
P.O. Box 60
Cockeysville, MD 21030-0060

513703GN89210501TV0506212001900000000011995202

EXHIBIT B

8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as VZ's Make-Ready Work is scheduled and performed. Notwithstanding the foregoing provisions, in the event Licensee presents VZ with a proposal from a contractor who meets VZ's training and safety requirements and is otherwise in good standing with VZ to complete such Make-Ready Work at a cost and/or time that is materially less than that estimated by VZ, VZ agrees to use such contractor to perform the Make-Ready Work in the time frame proposed by said contractor. Licensee shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement within thirty (30) days of receipt of an detailed, itemized invoice from VZ.