Verizon VA Exhibit 70

Miscellaneous Panel Record Request

Request: Verizon VA was asked to provide copies of the contract language in other WorldCom interconnection agreements that addresses billing and collection for information services traffic. Tr. at 2002-2003.

Response: See the following attachments:

Verizon VA Exhibit 70A: excerpt from a February 2000 agreement (effective April 25, 2000) between MCImetro Access Transmission Services LLC and Bell Atlantic-Maryland, Inc.

Verizon VA Exhibit 70B: excerpt from a June 25, 1999 agreement between MCImetro Access Transmission Services, Inc. and New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts.

Verizon VA Exhibit 70C: excerpt from a July 17, 1997 agreement between New England Telephone and Telegraph Company and New England Fiber Communications, L.L.C. for Maine.

Verizon VA Exhibit 70D: excerpt from a September 28, 1999 agreement between MCImetro Access Transmission Services, Inc., and Bell Atlantic-New Jersey, Inc.

Verzion VA Exhibit 70E: excerpt from a July 16, 1996 agreement between Bell Atlantic-Virginia, Inc. and MFS Intelenet of Virginia, Inc.

Verizon VA Exhibit 70A
(Excerpts -- emphasis added)

MCImetro/Bell Atlantic

INTERCONNECTION AGREEMENT

MCImetro Access Transmission Services LLC
and
Bell Atlantic-Maryland, Inc.

February 2000

TABLE OF CONTENTS

A.	**GENERAL TERMS AND CONDITIONS**	A - 2
	Section 1 - Scope of This Agreement	A - 2
	Section 2 - Regulatory Approvals	A - 4
	Section 3 - Term of Agreement	A - 5
	Section 4 - Charges and Payment	A - 6
	Section 5 - Assignment	A - 6
	Section 6 - Compliance with Laws	A - 6
	Section 7 - Governing Law	A - 7
	Section 8 - Relationship of Parties	A - 7
	Section 9 - No Third Party Beneficiaries	A - 8
	Section 10 - Intellectual Property Rights	A - 8
	Section 11 - Indemnification	A - 9
	Section 12 - Limitation of Liability	A - 10
	Section 13 - Warranties	A - 11
	Section 14 - Notices	A - 12
	Section 15 - Technical References	A - 13
	Section 16 - Remedies	A - 14
	Section 17 - Waivers	A - 14
	Section 18 - Survival	A - 15
	Section 19 - Force Majeure	A - 15
	Section 20 - Publicity	A - 16
	Section 21 - Default and Termination	A - 16

Section 22 - Confidentiality A - 18

Section 23 - Audits and Examinations A - 21

Section 24 - Dispute Resolution Procedures A - 22

Section 25 - Bona Fide Request Process for Further Unbundling A - 23

Section 26 - Branding A - 25

Section 27 - Taxes A - 26

Section 28 - Responsibility for Environmental Contamination A - 29

Section 29 - Facilities A - 29

Section 30 - Option to Obtain Services Under Other Agreements A - 30

Section 31 - Other Services A - 30

Section 32 - Provision and Use of Services A - 31

Section 33 - Selection of IntraLATA Telecomm. Service Provider A - 32

Section 34 - Service Standards A - 32

Section 35 - Subcontracting A - 33

Section 36 - Amendments and Modifications A - 33

Section 37 - Severability A - 33

Section 38 - Headings Not Controlling A - 34

Section 39 - Entire Agreement A - 34

Section 40 - Counterparts A - 34

Section 41 - Successors and Assigns A - 34

Section 42 - Good Faith Performance A - 34

Section 43 - Joint Work Product A - 34

MCImetro/Bell Atlantic
INTERCONNECTION AGREEMENT 1998

This MCImetro/Bell Atlantic Interconnection Agreement (the "Agreement"), effective on the date the Maryland Public Service Commission approves this Agreement (the "Effective Date"), is entered into by and between MCImetro Access Transmission Services LLC ("MCIm"), a Delaware corporation, and Bell Atlantic - Maryland, Inc. ("Bell Atlantic" or "BA"), a Maryland corporation, to establish the rates, terms and conditions for the purchase and provision of Local Interconnection, Local Resale, unbundled Network Elements and other services, all as set forth in this Agreement (individually referred to as the "service" or collectively as the "services") for the purpose of the purchasing Party's provision of Telephone Exchange Service, Exchange Access Service, and/or Telecommunications Services.

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, (the "Act") was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers and Local Exchange Carriers; and

WHEREAS, the Parties are Telecommunications Carriers and Local Exchange Carriers; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Incumbent Local Exchange Carriers, and Bell Atlantic is an Incumbent Local Exchange Carrier; and

WHEREAS, the Parties wish to interconnect their local exchange networks for the provision of Telephone Exchange Service, for the transmission and termination of local calls, so that subscribers of each can receive local calls that originate on the other's network and place local calls that terminate on the other's network, and for use in the provision of Exchange Access Service ("Local Interconnection"); and

WHEREAS, MCIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and Bell Atlantic is willing to provide such service; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and to use such services for the provision of Telecommunications Services to others, and Bell Atlantic is willing to provide such services on the terms set forth herein; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Act, the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Maryland Public Service Commission (the "Commission");

. . . . . .

Section 4. Provision Of Subscriber Usage Data

For Local Resale and Local Switching, this Section 4 sets forth the terms and conditions for Bell Atlantic's provision of Recorded Usage Data (as defined in Section 4.1.1.3 below) to MCIm in connection with the provision to MCIm of Bell Atlantic's Switch-based services.

4.1 **Procedures**

4.1.1 **General**

4.1.1.1 Bell Atlantic shall use commercially reasonable efforts to comply with OBF and other standards set forth in this Section 4. To satisfy this requirement, Bell Atlantic and MCIm shall mutually agree to the interpretation of any such standards referred to in this Section 4.

4.1.1.2 Bell Atlantic shall use commercially reasonable efforts to comply with Bellcore-documented EMR standards and the additional standards set forth in this Section 4 when recording and transmitting Recorded Usage Data to MCIm.

4.1.1.3 Bell Atlantic shall record such Recorded Usage Data originating from MCIm subscribers that Bell Atlantic records with respect to its own customers in the ordinary course of business, using services ordered by MCIm. "Recorded Usage Data" as used in this Section 4 means billing detail recorded in the normal course of business by Bell Atlantic including, but not limited to, billing detail recorded for the following categories of information:

4.1.1.3.1 Completed calls;

4.1.1.3.2 Use of CLASS/LASS/Custom features;

4.1.1.3.3 Calls to Directory Assistance where Bell Atlantic provides such service to an MCIm subscriber;

4.1.1.3.4 Calls completed via Bell Atlantic's Operator Services where Bell Atlantic provides such service to MCIm's subscribers; and

4.1.1.3.5 CENTREX usage recorded by Bell Atlantic on its switches in the normal course of business.

4.1.1.4 **Retention of Records**. Bell Atlantic shall maintain a machine readable back-up copy of the message detail provided to MCIm for the

Recorded Usage Data described above for a minimum of forty-five (45) calendar days.

4.1.1.5 Bell Atlantic shall provide to MCIm Recorded Usage Data for MCIm subscribers in accordance with the terms herein. Bell Atlantic shall not submit other carrier local usage data as part of MCIm Recorded Usage Data.

4.1.1.6 MCIm, and not Bell Atlantic, shall bill MCIm subscribers for services purchased by MCIm hereunder.

4.1.1.7 For Local Resale, Bell Atlantic shall record and rate all calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCIm hereunder. **MCIm shall bill such calls directly to its subscribers**. To the extent either Party offers variable rated service (*e.g.*, 976, 554, and/or 915, as applicable), the Parties shall agree to separate arrangements for the billing and compensation of such services. With respect to unbundled Local Switching, Bell Atlantic shall record, and provide to MCIm, unrated calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCIm hereunder.

4.1.1.8 Bell Atlantic shall provide Recorded Usage Data to MCIm billing locations as reasonably designated by MCIm.

4.1.1.9 Bell Atlantic shall establish a CLEC sales and service center (CSSC") or similar function to serve as MCIm's single point of contact to respond to MCIm's call usage, data error, and record transmission inquiries.

4.1.1.10 Bell Atlantic shall provide MCIm with a single point of contact, remote identifiers ("IDs"), and expected usage data volumes for each sending location.

4.1.1.11 MCIm shall provide a single point of contact responsible for receiving usage transmitted by Bell Atlantic and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 Bell Atlantic shall bill MCIm, and MCIm shall pay such charges for, Recorded Usage Data at the prices set forth in Attachment I. Billing and payment shall be in accordance with the applicable terms and conditions set forth in Attachment VIII, Section 3.

. . . . . .

Verizon VA Exhibit 70B
(excerpts)

AGREEMENT

This Agreement ("Agreement") is effective as of the Effective Date, by and between MCImetro Access Transmission Services, Inc. ("MCIm"), on behalf of itself and its Affiliates, a Delaware corporation with offices at 8521 Leesburg Pike, Vienna, Virginia 22182, and New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts ("Bell Atlantic," "BA" or "NET"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110-1585.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein; and

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that subscribers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other Party's network, and for MCIm's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, MCIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and BA is willing to provide such service; and

WHEREAS, MCIm wishes to purchase on an unbundled basis network elements, ancillary services and functions and additional features ("Network Elements"), separately or in any combination,* and to use such services for itself or for the provision

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* The Parties acknowledge and agree that the issue of BA's obligation to combine unbundled Network Elements is presently before the Department in the Consolidated Arbitrations, D.P.U. 96-73/74, 96-80/81, 96-83, 96-94 and before the U.S. Supreme Court. Accordingly, it is agreed that, pending a decision of either the Department or the U.S. Supreme Court requiring BA to provide combinations of unbundled Network Elements, BA has no obligation to combine unbundled Network Elements. When the Department, the U.S. Supreme Court or any court of competent jurisdiction issues a decision or order upon this issue, upon written request of either Party, the Parties agree to meet and expeditiously negotiate in good faith to arrive at modifications to this

(continued...)

of its Telecommunications Services to others, and NYNEX is willing to provide such services; and

. . . .

5.1.6 **Information Provider Calls**

5.1.6.1 Information Services (*e.g.*, "976 calls"). For information services, the Party ("Originating Party") shall bill and collect such information provider charges and remit an amount equal to such charges to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated less the Information Services Billing and Collection Fee set forth in Attachment I. Except for Local Services calls, upon request by the Terminating Party, the Originating Party shall provide originating call detail in unrated EMR format to the Terminating Party, at the charges specified in Attachment I. Where such originating call detail is received, and in all cases for Local Services calls, the Terminating Party shall provide the Originating Party with a rated record. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items; provided, however, for each of MCIm's customers lines MCIm shall apply the same forgiveness policy of two credits for each customer line after which: a) when the Originating Party provides its own local switch, the Originating Party will block all such Information Services originated by its customer, b) when MCIm provides service via unbundled Network Elements or through resold Local Services, MCIm will request blocking and BA will provide blocking services at the prices governed by Attachment I. If MCIm provides its own Information Services, and BA buys such services, MCIm will provide to BA the same forgiveness policy, if any, that applies to its customers.

> As requested by the Terminating Party, the Originating Party will provide information required by the Terminating Party to process the Originating Party's adjustment. If, based upon review of adjustments related to Information Services forgiveness, the Terminating Party observes Originating Party adjustments that are greater than normal, the Terminating Party may request that the Originating Party share its adjustment information with the Terminating Party related to the customer account in question to indicate the number of Information Services adjustments related to forgiveness that the Originating Party has processed for the account in question. If, after review of these records, the Originating Party has processed more incidences of forgiveness than the forgiveness policy permits for the account in question, the Originating Party will reimburse the Terminating Party for the revenues associated with the forgiveness over the number of

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Agreement, if necessary, to comply with such decision. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from appealing or otherwise contesting the Departments or any courts decisions or orders.

forgiveness incidences permitted. In addition, the Originating Party will reimburse the Terminating Party for forgiveness incidences that the Originating Party processes that would give the customer more than the number of forgiveness incidences permitted, if the Terminating Party can demonstrate that the Terminating Party, or another carrier, notified the Originating Party of the customer's forgiveness history prior to the customer migrating to the Originating Party.

5.1.6.2 **[INTENTIONALLY LEFT BLANK]**

5.1.6.3 **[INTENTIONALLY LEFT BLANK]**

5.1.6.4 **[INTENTIONALLY LEFT BLANK]**

5.2 Information Exchange and Interfaces

5.2.1 **Core Billing Information**

5.2.1.1 Recorded Usage Data - All IntraLATA Toll and Local Usage. BA shall provide MCIm with unrated EMR records associated with all intraLATA toll and local usage which they record on MCIm's behalf. MCIm shall be given notification thirty (30) days prior to implementation of a category, group or record type.

5.2.1.2 BA and MCIm shall provide each other with rated EMR records for incollects and on resale information provider calls.

5.2.1.3 All usage recorded by BA for MCIm are to be transmitted to MCIm as mutually agreed between the Parties. BA recorded usage includes usage by MCIm subscribers as specified in Section 5.1.1.3 of this Agreement.

5.2.1.4 Data Delivery Schedules: Data shall be delivered to MCIm by BA each business day (Monday through Friday) unless otherwise agreed by the Parties. MCIm and/or BA Data Center holidays are excluded. BA and MCIm shall exchange schedules of designated Data Center holidays.

Verizon VA Exhibit 70C
(Excerpts)

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of July 17, 1997

by and between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

and

NEW ENGLAND FIBER COMMUNICATIONS, L.L.C.

FOR MAINE

TABLE OF CONTENTS

Section		Page
1.0	DEFINITIONS	1
2.0	INTERPRETATION AND CONSTRUCTION	7
3.0	SCOPE	7
4.0	INTERCONNECTION PURSUANT TO SECTION 251(c)(2)	7
4.1	Scope	7
4.2	Physical Architecture	8
4.3	Initial Interim Architecture	8
4.4	Technical Specifications	8
5.0	TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	9
5.1	Scope of Traffic	9
5.2	Switching System Hierarchy	9
5.3	Trunk Group Architecture and Traffic Routing	10
5.4	Signaling	11
5.5	Grades of Service	11
5.6	Measurement and Billing	11
5.7	Reciprocal Compensation Arrangements -- Section 251(b)(5)	12
5.8	Municipal Calling Service	13
6.0	TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)	13
6.1	Scope of Traffic	13
6.2	Trunk Group Architecture and Traffic Routing	13
6.3	Meet-Point Billing Arrangements	14
7.0	TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC	14
7.1	Information Services Traffic	14
7.2	Tandem Transit Service	15
7.3	Dedicated Transit Service	16
7.4	911/E911 Arrangements	17
8.0	JOINT NETWORK CONFIGURATION AND GROOMING PLAN; INSTALLATION, MAINTENANCE, TESTING AND REPAIR	18
8.1	Joint Network Configuration and Grooming Plan	18
8.2	Installation, Maintenance, Testing and Repair	18
8.3	Network Reliability Council	

9.0	UNBUNDLED ACCESS -- SECTION 251(c)(3)	18
	9.1 Local Link Transmission Types	18
	9.2 ADSL and HDSL	19
	9.3 Port Types	20
	9.4 Private Lines and Special Access	20
	9.5 Limitations on Unbundled Access	21
	9.6 Availability of Other Network Elements on an Unbundled Basis	22
	9.7 Provisioning of Unbundled Links	22
	9.8 Maintenance of Unbundled Network Elements	24
	9.9 True-up of Monthly Unbundled Link Charges for Maine	24
10.0	RESALE -- SECTIONS 251(c)(4) and 251(b)(1)	26
	10.1 Availability of Wholesale Rates for Resale	26
	10.2 Availability of Retail Rates for Resale	26
	10.3 Term and Volume Discounts	26
11.0	NOTICE OF CHANGES -- SECTION 251(c)(5)	26
12.0	COLLOCATION -- SECTION 251(c)(6)	26
13.0	NUMBER PORTABILITY -- SECTION 251(b)(2)	27
	13.1 Scope	27
	13.2 Procedures for Providing INP Through Remote Call Forwarding	27
	13.3 Procedures for Providing INP Through Route Indexing	28
	13.4 Procedures for Providing INP Through Full NXX Code Migration	28
	13.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers	29
	13.6 True-up of Monthly INP Costs	30
14.0	NUMBER RESOURCE ASSIGNMENTS	30
15.0	DIALING PARITY -- SECTION 251(b)(3)	30
16.0	ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)	30
17.0	DATABASES AND SIGNALING	31
18.0	REFERRAL ANNOUNCEMENT	31
19.0	DIRECTORY SERVICES ARRANGEMENTS	31
	19.1 Directory Listings and Directory Distributions	31
	19.2 Directory Assistance (DA) and Operator Services	32
20.0	GENERAL RESPONSIBILITIES OF THE PARTIES	34
21.0	TERM AND TERMINATION	36

22.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 37

23.0 CANCELLATION CHARGES 37

24.0 NON-SEVERABILITY 37

25.0 INDEMNIFICATION 37

26.0 LIMITATION OF LIABILITY 38

27.0 PERFORMANCE STANDARDS AND REPORTING REQUIREMENTS 39
27.1 Performance Standards 39
27.2 Reporting Requirements 39

28.0 REGULATORY APPROVAL 40

29.0 MISCELLANEOUS 40
29.1 Authorization 40
29.2 Compliance 41
29.3 Compliance with the Communications Law Enforcement Act of 1994 41
29.4 Independent Contractor 41
29.5 Force Majeure 41
29.6 Confidentiality 41
29.7 Governing Law 42
29.8 Taxes 43
29.9 Non-Assignment 43
29.10 Non-Waiver 43
29.11 Disputed Amounts 43
29.12 Notices 44
29.13 Publicity and Use of Trademarks or Service Marks 45
29.14 Section 252(i) Obligations 45
29.15 Joint Work Product 45
29.16 No Third Party Beneficiaries; Disclaimer of Agency 45
29.17 No License 45
29.18 Technology Upgrades 46
29.19 Alternate Dispute Resolution 46
29.20 Survival 46
29.21 Scope of Agreement 46
29.22 Entire Agreement 46
29.23 Power and Authority

LIST OF SCHEDULES AND EXHIBIT

Schedules

Schedule 1.0	Certain Terms As Defined in the Act
Schedule 4.0	Network Interconnection Schedule
Schedule 8.2	NYNEX Intervals for Installation
Schedule 27.1	NYNEX Performance Standards
Schedule 27.1(A)	NEFC Service Quality Criteria
Schedule 27.2	Performance Measurement Reports
Pricing Schedule	

Exhibit

Exhibit A	Network Element Bona Fide Request

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 6th day of June, 1997 (the "Effective Date"), by and between New England Fiber Communications L.L.C. ("NEFC") a Delaware limited liability company with offices at One City Center, Second Floor, Portland, Maine 04101 and New England Telephone and Telegraph Company d/b/a NYNEX ("NYNEX" or "NET"), a New York corporation with offices at 185 Franklin Street, Boston, Mass. 02110.

WHEREAS the Parties want to interconnect their networks at mutually agreed upon points of Interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEFC and NYNEX hereby agree as follows:

1.0 DEFINITIONS

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The Parties agree that NEFC may elect when technically feasible either a bundled or an unbundled billing arrangement applicable either to Mass Service Announcements or applicable to variable rated information services.

7.1.1 Bundled IP Billing Arrangement:

7.1.1.1 Routing and Provisioning

Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where the NEFC uses its own network facilities, the NEFC will establish a direct trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow the NEFC to route Information Service Traffic originated on its

network to NYNEX. Where NYNEX routing plans permit a combination of POTS and IP traffic on such direct trunk groups, the NEFC may route a combination of POTS and IP traffic without establishing a separate direct trunk group exclusively for IP data. However, where NYNEX requires direct trunks dedicated to IP traffic, the NEFC must establish direct, dedicated trunking for its IP traffic. Such determinations will be at the sole discretion of NYNEX, on a par with its established routing requirements in each LATA, and are subject to change.

Where NEFC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

7.1.1.2 Information Mass Announcement Services

a) For Information Mass Announcement Service, the Party ('Originating Party') on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party ('Terminating Party') to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Schedule. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating party in full regardless of uncollectible items. This shall apply whether the originating party uses its own network or utilizes the other party's network through the purchase of unbundled network elements.

b) Upon written request, the Party (Originating Party) on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or other means as available all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore guidelines.

7.1.1.3 Variable Rated Information Services

a) The Party (Originating Party) on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or other means as available all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore guidelines. This shall apply whether the originating party uses its own network or utilizes the other party's network through the purchase of unbundled network elements.

b) The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape or other means as available all necessary information to bill the Information Service Traffic to the Originating Party's Customers

pursuant to the Terminating Party's agreements with each Information Provider, at the standard price for record transmission. 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 Providers. This data will consist of the EMR records previously delivered by the Originating Party, returned to the Originating Party in rated format where possible, or with appropriate indicators populated on error messages. No Billing and Collection fees will be applied to error messages. No taxes will be calculated or paid on the Originating Party's traffic.

c) The Originating Party shall bill and collect such Information Provider charges and remit the amounts collected to the Terminating Party less:

(1) The Information Services Billing and Collection fees set forth on the Pricing Schedule; and

(2) Customer adjustments provided by the Originating Party. Adjustments are made for subscriber-priced traffic only.

d) The Terminating Party shall calculate these charges and bill them to the Originating Party for remittance.

e) The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and customer adjustments. The Terminating Party shall pass through the adjustments to the Information Provider. However, if the Information Provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the Information Provider.

7.1.1.4 Blocking

Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

7.1.1.5 Billing and Usage Specifications

The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation of this billing arrangement. With the mutual consent of both Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

7.1.2 Unbundled IP Billing Arrangement:

This section describes a cooperative billing arrangement to support Interconnection to network services for recorded information programs. These are 'pay-per-call' audiotex programs in which a vendor contracts with the local exchange carrier to provide recorded announcement information or open discussion programs to the general public. In specific LATA's in the NYNEX region, NYNEX reserves exchanges 976, 550, 540, 970 and 940 for its Information Services Provider customers offering the services addressed in the following paragraphs:

7.1.2.1 Routing and Provisioning

Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where the NEFC uses its own network facilities, the NEFC will establish a direct trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow the NEFC to route Information Service Traffic originated on its network to NYNEX. Where NYNEX routing plans permit a combination of POTS and IP traffic on such direct trunk groups, the NEFC may route a combination of POTS and IP traffic without establishing a separate direct trunk group exclusively for IP data. However, where NYNEX requires direct trunks dedicated to IP traffic, the NEFC must establish direct, dedicated trunking for its IP traffic. Such determinations will be at the sole discretion of NYNEX, on a par with its established routing requirements in each LATA, and are subject to change.

Where NEFC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

7.1.2.2 Information Mass Announcement Services

a) For Information Mass Announcement Service, the Party ('Originating Party') on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party ('Terminating Party') to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Schedule. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating party in full regardless of uncollectible items. This shall apply whether the originating party uses its own network or utilizes the other party's network through the purchase of unbundled network elements.

b) Upon written request, the Party (Originating Party) on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or other means as available all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore guidelines.

7.1.2.3 Variable Rated Information Services

a) The Terminating Party shall charge the originating Party $.03 per minute of use for transport and switching. These charges shall be calculated by the Terminating Company and billed to the Originating Company. These charges shall apply whether the Originating Party uses its own network or utilizes the other party's network through the purchase of unbundled network elements. End user customer adjustments shall not apply to these charges.

b) Upon request from the Originating Party, the Terminating Party shall make available its Rating Service at a charge of $.03 per message plus a $15,000 non-recurring charge. Under Rating Service, the Originating Party shall provide to the Terminating Party via electronic file transfer or magnetic tape or other means as available recorded call detail information in unrated EMR format per OBF/Bellcore guidelines; the Terminating Party shall rate such calls placed by the Originating Party's Customers and terminating to Information Provider services contracted with the Terminating Party, according to the rates established by such Information Providers. The Terminating Party shall then return the call records to the Originating Party, in rated format where possible, or with appropriate indicators populated on error messages. The Rating Service fee will be applied to all messages. In addition to the charges for Rating Service, standard charges will be made by the Terminating Party for the transmission and delivery of such records and files. The Terminating Party will not bill and collect for such rated calls. The Terminating Party will not calculate or pay taxes for such rated calls.

c) Alternatively, at the originating Party's option, it may purchase a rating table from the Terminating Party at the rate set forth in the Pricing Schedule.

d) The Originating Party is responsible for all payments due the Information Providers to whose programs that Party's Customer places calls, and other obligations and relationships with such Information Providers.

e) Resolution regarding all customer adjustments shall be solely between the Originating Party and the Information Provider.

7.1.2.4 Blocking

Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

7.1.2.5 Billing and Usage Specifications

The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation of this billing arrangement. With the mutual consent of both Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

Verizon VA Exhibit 70D
(Excerpts -- emphasis added)

MCImetro/Bell Atlantic
INTERCONNECTION AGREEMENT 1997

This MCImetro/Bell Atlantic Interconnection Agreement (the "Agreement"), effective on the date the New Jersey Board of Public Utilities approves this Agreement (the "Effective Date"), is entered into by and between MCImetro Access Transmission Services, Inc. ("MCIm"), a Delaware corporation, and Bell Atlantic-New Jersey, Inc. ("Bell Atlantic" or "BA"), a New Jersey corporation, to establish the rates, terms and conditions for the purchase and provision of Local Interconnection, Local Resale, unbundled Network Elements and other services, all as set forth in this Agreement (individually referred to as the "service" or collectively as the "services") for the purpose of the purchasing Party's provision of Telephone Exchange Service, Exchange Access Service, and/or Telecommunications Services.

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, (the "Act") was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers and Local Exchange Carriers; and

WHEREAS, the Parties are Telecommunications Carriers and Local Exchange Carriers; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Incumbent Local Exchange Carriers, and Bell Atlantic is an Incumbent Local Exchange Carrier; and

WHEREAS, the Parties wish to interconnect their local exchange networks for the provision of Telephone Exchange Service, for the transmission and termination of local calls, so that subscribers of each can receive local calls that originate on the other's network and place local calls that terminate on the other's network, and for use in the provision of Exchange Access Service ("Local Interconnection"); and

WHEREAS, MCIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and Bell Atlantic is willing to provide such service; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and to use such services for the provision of Telecommunications Services to others, and Bell Atlantic is willing to provide such services on the terms set forth herein; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Act, the Rules and Regulations

of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the New Jersey Board of Public Utilities(the "Commission");

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, and intending to be legally bound by this Agreement, the Parties hereby covenant and agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

. . . .

Section 4. Provision Of Subscriber Usage Data

For Local Resale and Local Switching, this Section 4 sets forth the terms and conditions for Bell Atlantic's provision of Recorded Usage Data (as defined in Section 4.1.1.3 below) to MCIm in connection with the provision to MCIm of Bell Atlantic's Switch-based services.

4.1 **Procedures**

4.1.1 **General**

4.1.1.1 Bell Atlantic shall use commercially reasonable efforts to comply with OBF and other standards set forth in this Section 4. To satisfy this requirement, Bell Atlantic and MCIm shall mutually agree to the interpretation of any such standards referred to in this Section 4.

4.1.1.2 Bell Atlantic shall use commercially reasonable efforts to comply with Bellcore-documented EMR standards and the additional standards set forth in this Section 4 when recording and transmitting Recorded Usage Data to MCIm.

4.1.1.3 Bell Atlantic shall record such Recorded Usage Data originating from MCIm subscribers that Bell Atlantic records with respect to its own customers in the ordinary course of business, using services ordered by MCIm. "Recorded Usage Data" as used in this Section 4 means billing detail recorded in the normal course of business by Bell Atlantic including, but not limited to, billing detail recorded for the following categories of information:

4.1.1.3.1 Completed calls;

4.1.1.3.2 Use of CLASS/LASS/Custom features;

4.1.1.3.3 Calls to Directory Assistance where Bell Atlantic provides such service to an MCIm subscriber;

4.1.1.3.4 Calls completed via Bell Atlantic's Operator Services where Bell Atlantic provides such service to MCIm's subscribers; and

4.1.1.3.5 CENTREX usage recorded by Bell Atlantic on its switches in the normal course of business.

4.1.1.4 **Retention of Records**. Bell Atlantic shall maintain a machine readable back-up copy of the message detail provided to MCIm for the Recorded Usage Data described above for a minimum of forty-five (45) calendar days.

4.1.1.5 Bell Atlantic shall provide to MCIm Recorded Usage Data for MCIm subscribers in accordance with the terms herein. Bell Atlantic shall not submit other carrier local usage data as part of MCIm Recorded Usage Data.

4.1.1.6 MCIm, and not Bell Atlantic, shall bill MCIm subscribers for services purchased by MCIm hereunder.

4.1.1.7 For Local Resale, Bell Atlantic shall record and rate all calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCIm hereunder. **MCIm shall bill such calls directly to its subscribers**. To the extent either Party offers variable rated service (*e.g.*, 976, 554, and/or 915, as applicable), the Parties shall agree to separate arrangements for the billing and compensation of such services. With respect to unbundled Local Switching, Bell Atlantic shall record, and provide to MCIm, unrated calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCIm hereunder.

4.1.1.8 Bell Atlantic shall provide Recorded Usage Data to MCIm billing locations as reasonably designated by MCIm.

4.1.1.9 Bell Atlantic shall establish a CLEC sales and service center (CSSC") or similar function to serve as MCIm's single point of contact to respond to MCIm's call usage, data error, and record transmission inquiries.

4.1.1.10 Bell Atlantic shall provide MCIm with a single point of contact, remote identifiers ("IDs"), and expected usage data volumes for each sending location.

4.1.1.11 MCIm shall provide a single point of contact responsible for receiving usage transmitted by Bell Atlantic and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 Bell Atlantic shall bill MCIm, and MCIm shall pay such charges for, Recorded Usage Data at the prices set forth in Attachment I. Billing and payment shall be in accordance with the applicable terms and conditions set forth in Attachment VIII, Section 3.

. . . . .

Verizon VA Exhibit 70E
(Excerpts)

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of July 16, 1996

by and between

BELL ATLANTIC-VIRGINIA, INC.

and

MFS INTELENET OF VIRGINIA, INC.

TABLE OF CONTENTS

		Page
1.0	DEFINITIONS	2
2.0	INTERPRETATION AND CONSTRUCTION	10
3.0	INTERCONNECTION ACTIVATION DATES AND IMPLEMENTATION SCHEDULE	11
4.0	INTERCONNECTION PURSUANT TO SECTION 251(c)(2)	11
4.1	Scope	12
4.2	Physical Architecture	13
4.3	Initial Architecture	13
4.4	Interconnection in Additional LATAs	14
4.5	Interconnection Points for Different Types of Traffic	15
5.0	TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	15
5.1	Scope of Traffic	15
5.2	Trunk Group Connections and Ordering	15
5.3	Additional Switching System Hierarchy and Trunking Requirements	15
5.4	Signaling	16
5.5	Grades of Service	16
5.6	Measurement and Billing	16
5.7	Reciprocal Compensation Arrangements -- Section 251(b)(5)	17
6.0	TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)	18
6.1	Scope of Traffic	18
6.2	Trunk Group Architecture and Traffic Routing	18
6.3	Meet-Point Billing Arrangements	19
6.4	800/888 Traffic	21
7.0	TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC	22
7.1	Information Services Traffic	22
7.2	LSV/VCI Traffic	23
7.3	Transit Service	24
7.4	911/E911 Arrangements	25
7.5	Ancillary Traffic Generally	26
8.0	NUMBER RESOURCES, RATE CENTERS, AND RATING POINTS	26

9.0	NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES	26
9.3	Interference or Impairment	28
9.4	Repeated or Willful Noncompliance	28
9.5	Outage Repair Standard	28
9.6	Notice of Changes -- Section 251(c)(5)	28
10.0	JOINT NETWORK RECONFIGURATION AND GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR	28
10.1	Joint Network Reconfiguration and Grooming Plan	28
10.2	Installation, Maintenance, Testing and Repair	29
10.3	Forecasting Requirements for Trunk Provisioning	29
11.0	UNBUNDLED ACCESS -- SECTION 251(c)(3)	30
11.1	Unbundled Local Loop (ULL) Transmission Types	30
11.2	Port Types	31
11.3	Trunk Side Local Transport	32
11.4	Limitations on Unbundled Access	32
11.5	Availability of Other Network Elements on an Unbundled Basis	33
11.6	Provisioning of Unbundled Local Loops	33
11.7	Maintenance of Unbundled Local Loops	35
11.8	Rates and Charges	35
12.0	RESALE -- SECTIONS 251(c)(4) and 251(b)(1)	35
12.1	Availability of Retail Rates for Resale	35
12.2	Availability of Wholesale Rates for Resale	35
12.3	Availability of Support Services and Branding for Resale	35
12.4	Additional Terms Governing Resale and Use of BA Services	35
13.0	COLLOCATION -- SECTION 251(c)(6)	36
14.0	NUMBER PORTABILITY -- SECTION 251(b)(2)	37
14.1	Scope	37
14.2	Procedures for Providing INP Through Remote Call Forwarding	38
14.3	Procedures for Providing INP Through Direct Inward Dial Trunks (Flex-DID)	39
14.4	Procedures for Providing LTNP Through Full NXX Code Migration	39
14.5	Receipt of Terminating Compensation on Traffic to INP'ed Numbers	39
14.6	Recovery of INP Costs Pursuant to FCC Order and Rulemaking	40
15.0	DIALING PARITY -- SECTION 251(b)(3)	41
16.0	ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)	41

17.0	DATABASES AND SIGNALING	41
18.0	COORDINATED SERVICE ARRANGEMENTS	42
18.1	Intercept and Referral Announcements	42
18.2	Coordinated Repair Calls	43
18.3	Customer Authorization	43
19.0	DIRECTORY SERVICES ARRANGEMENTS	43
19.1	Directory Listings and Directory Distributions	44
19.2	Yellow Page Maintenance	45
19.3	Service Information Pages	45
19.4	Directory Assistance (DA); Call Completion	46
20.0	COORDINATION WITH TARIFF TERMS	45
21.0	INSURANCE	46
22.0	TERM AND TERMINATION	47
23.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	48
24.0	CANCELLATION CHARGES	48
25.0	INDEMNIFICATION	48
26.0	LIMITATION OF LIABILITY	49
27.0	PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES	50
27.1	Certain Definitions	50
27.2	Performance Standards	51
27.3	Limitations	51
27.4	Service Quality Standards	52
27.5	Records	52
28.0	COMPLIANCE WITH LAWS; REGULATORY APPROVAL	52
29.0	MISCELLANEOUS	53
29.1	Authorization	53
29.2	Independent Contractor	53
29.3	Force Majeure	53
29.4	Confidentiality	54
29.5	Choice of Law	55
29.6	Taxes	55
29.7	Assignment	57
29.8	Billing and Payment; Disputed Amounts	57

29.9 Dispute Resolution 58
29.10 Notices 59
29.11 Section 252(i) Obligations 59
29.12 Joint Work Product 60
29.13 No Third Party Beneficiaries; Disclaimer of Agency 61
29.14 No License 61
29.15 Technology Upgrades 61
29.16 Survival 62
29.17 Entire Agreement 62
29.18 Counterparts 62
29.19 Modification, Amendment, Supplement or Waiver 62
29.20 Successors and Assigns 62
29.21 Publicity 62

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 1.0 Certain Terms As Defined in the Act, As of July 16, 1996
Schedule 3.0 Implementation Schedule
Schedule 4.0 Interconnection Points in LATA
Schedule 4.2 Physical Architecture Diagram
Schedule 4.3 Initial Architecture Diagram
Schedule 4.5 Interconnection Points for Different Types of Traffic
Schedule 6.3 Rate Elements Under Meet Point Billing
Schedule 12.3 Support Services for Resale
Schedule 27.0 Performance Interval Dates for Specified Activities
Schedule 27.1 MFS Service Quality Standards

Exhibits

Exhibit A Detailed Schedule of Itemized Charges
Exhibit B Network Element Bona Fide Request
Exhibit C Directory Assistance and Call Completion Services Agreement

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 16th day of July, 1996 (the "Effective Date"), by and between Bell Atlantic-Virginia, Inc. ("BA"), a Virginia corporation with offices at 600 East Main Street, Richmond, Virginia 23219, and MFS Intelenet of Virginia, Inc. ("MFS"), a Delaware corporation with offices at 33 Whitehall Street, 15th Floor, New York, New York 10004.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein; and

WHEREAS, Sections 251, 252, and 271 of the Telecommunications Act of 1996 have specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "Checklist", and the Parties intend that this Agreement meet those Checklist requirements.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and MFS (individually, a "Party" and collectively, the "Parties") will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within each LATA in which they both operate within Virginia. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Virginia State Corporation Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any term of this Agreement be modified or eliminated, unless otherwise mutually agreed by the Parties.

. . . .

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

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

7.1.1 MFS shall route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. MFS will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow MFS to route information service traffic originated on its network to BA.

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

7.1.3 BA shall provide to MFS via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to MFS'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 MFS 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 MFS.

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

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.1.6 The Parties may agree to separate arrangements for the billing and compensation of variable rated (e.g. 970, 540) information services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces.