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NOV 13 2001

JODIE L. KELLEY

DIRECT DIAL: 202-639-6058
INTERNET ADDRESS: jkelley@jenner.com

November 13, 2001

Magalie R. Salas, Esq.
Federal Communications Commission
Office of the Secretary
The Portals
445 12th St. S.W.
Room TWB 204
Washington, D.C. 20554

RE: Docket Nos. 00-218, 00-249 and 00-251

Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find four copies of WorldCom's proposed contract. Also enclosed are eight copies for the arbitrator. An extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,

Jodie L. Kelley

014

CHICAGO OFFICE
ONE IBM PLAZA
CHICAGO, IL 60611
FIRM: (312) 222-9350
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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

NOV 13 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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

WORLDCOM'S

PROPOSED INTERCONNECTION AGREEMENT

CERTIFICATE OF SERVICE

I hereby certify that true and accurate copies of the foregoing "WorldCom's Proposed Interconnection Agreement" were delivered this 13th day of November, 2001, by federal express and regular mail to:

Richard D. Gary
Kelly L. Faglioni
Hunton & Williams
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219-4074
** By Federal Express*

Mark Keffer
AT&T Corporation
3033 Chain Bridge Road
Oakton, Virginia 22185
** By Regular Mail*

J.G. Harrington
Dow, Lohnes & Albertson
1200 New Hampshire Ave., N.W., Suite 800
Washington, D.C. 20036
** By Regular Mail*

By: _____
Jodie L. Kelley

A

MCImetro/Verizon
INTERCONNECTION AGREEMENT 2002

This Agreement ("Agreement") is effective as of the Effective Date between MCImetro Access Transmission Services of Virginia, Inc. ("MCIm"), a corporation organized under the laws of the Commonwealth of Virginia, with offices at 8521 Leesburg Pike, Vienna, Virginia and Verizon Virginia, Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Virginia with offices at **[insert address of principal office of Verizon in the state to which the contract pertains]**

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and MCIm hereby agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. The Agreement

[Issue IV-83, resolved]

1.1 This Agreement, consisting of Parts A, B and C, specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale, Network Elements and related services. This Part A sets forth the general terms and conditions governing this Agreement. Capitalized terms used in this Agreement shall have the meanings defined in Part B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Part C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

I.	Price Schedule
II.	Resale
III.	Network Elements
IV.	Interconnection
V.	[INTENTIONALLY LEFT BLANK]
VI.	Rights of Way, Conduits, Pole Attachments
VII.	Number Portability
VIII.	Business Process Requirements
IX.	Security
X.	Performance Measurements, Standards, Reports and Remedies

[Issue IV-84, open 11/12/01]

1.2 Verizon shall provide the services set forth in this Agreement in any Technically Feasible arrangement of resale services and Network Elements (possibly in

conjunction with facilities provided by MCIm) requested by MCIm, pursuant to the terms of this Agreement and in accordance with the requirements of Applicable Law, or where appropriate, the Bona Fide Request ("BFR") process set forth in Section [6] (BFR Process for Further Unbundling) of this Part A. Examples of such arrangements include, but are not limited to, (i) Network Element Platform ("UNE-P") in conjunction with resold DSL services or Advanced Services and (ii) UNE-P in conjunction with resold Operator Services/Directory Assistance Services.

[Issue IV-85, open 11/12/01]

1.3 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following shall apply:

1.3.1 The rates and charges set forth in Attachment I shall remain fixed for the term of this Agreement or until superseded by such rates as may be approved by the Commission or FCC, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff--or any new Tariff--filed after the Effective Date of this Agreement); provided, however, this Section [1.3.1] shall remain subject to Section [1.3.3].

1.3.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in the Agreement and not in a Tariff, or in a Tariff but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section [1.3].

1.3.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.

[Issue IV-86, resolved]

1.4 Except as otherwise provided in this Agreement, this Agreement does not prevent a purchasing Party from using the services provided pursuant to this Agreement in

connection with other technically compatible services provided pursuant to this Agreement or with any services provided by the purchasing Party or a third party; provided, however, that unless otherwise provided herein, interconnection services, call transport and termination services, and unbundled Network Elements shall be available under the terms and conditions (including prices) set forth in this Agreement and shall be used by the purchasing Party solely for purposes consistent with obligations set forth in the Act and any rules, regulations or orders thereunder.

Section 2. Amendments and Modifications

[Issue IV-87, resolved]

2.1 No provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such a waiver, amendment, or modification is in writing, dated, and signed by both Parties.

Section 3. Assignment

[Issue IV-88, resolved]

3.1 Any assignment or delegation by either Party to any non-affiliated entity (or to any Affiliate with respect to which the exception set forth in the immediately following sentence does not apply) of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void (except the assignment of a right to moneys due or to become due). Either Party may assign or delegate this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate so long as neither such assigning/delegating Party nor the Affiliate is in default of any payment obligation to the other Party (and, for the avoidance of any doubt, a bona fide good faith billing dispute does not constitute a payment default). A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate (as contemplated by the immediately preceding sentence) 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 hereof shall relieve the assignor of its obligations under this Agreement.

[Issue IV-89, resolved]

Section 4. Audits and Examinations

4.1 As applicable consistent with the provision of the relevant services or functions by a Party under this Agreement, each Party may audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills and performance under this Agreement. Such audits may be performed no more than a total of four (4) times in a calendar year nor more often than once every nine (9) months for a

specific subject matter area; provided, that particular subject matter audits may be conducted more frequently (but no more frequently than once in each calendar quarter) if the immediately prior audit for such area found previously uncorrected net inaccuracies or errors in billing or performance reporting in favor of the audited Party having an aggregate value of at least five percent (5%) of the amounts payable by the auditing Party, or statistics reportable by the audited Party, relating to services provided by the audited Party during the period covered by the audit.

4.2 In addition to the audits described in Section [4.1], each Party may audit the other Party's books, records and documents for the purpose of evaluating compliance with CPNI where the audited Party has access to CPNI in the custody of the auditing Party pursuant to this Agreement. Such CPNI audits must be performed in a minimally disruptive fashion, and an audited Party may bring objections to the Commission, if the audits are unnecessarily intrusive and the Parties cannot resolve their disputes. Such CPNI audits may not be performed more frequently than annually; provided, however, that the frequency of CPNI audits may be increased to quarterly if violations of a Party's CPNI obligations exceeds five percent (5%) of the audit sample.

4.3 The auditing Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the other Party.

4.4 The audited Party shall promptly correct any error that is revealed in a billing audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.

4.5 Each Party shall cooperate fully in any audits required hereunder, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the audited Party's bills or performance, or compliance with CPNI obligations, as appropriate.

4.6 Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the audited Party's employees, books, records and documents necessary to conduct the audits provided for hereunder.

4.7 Books, records, documents, and other information, disclosed by the audited Party to the auditing Party or the Auditing Party's employees, agents or contractors in an audit under this Section [4], shall be deemed to be Confidential Information under Section [10].

4.8 This Section [4] shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

[Issue IV-90, resolved]

Section 5. Billing Disputes

5.1 If a billing dispute arises concerning any charges billed pursuant to this Agreement by a providing Party to a purchasing Party, payments withheld or paid pending settlement of the dispute shall be subject to interest at the rate set forth in Verizon's interstate access tariff.

5.2 If the purchasing Party pays the bill in full by the payment due date and later initiates a billing dispute, interest will apply as follows:

5.2.1 If the billing dispute is resolved in favor of the purchasing Party, the purchasing Party shall receive a credit from the providing Party. This credit will be an amount equal to the disputed amount, plus interest at the rate set forth in Verizon's interstate access tariff. This amount will apply from the date of the purchasing Party's payment through the date on which the purchasing Party receives payment of the disputed amount and accrued interest from the providing Party.

5.2.2 If the dispute is resolved in favor of the providing Party, neither a late payment charge nor an interest charge is applicable.

5.3 If the purchasing Party withholds payment on the bill (in full or in part) and initiates a billing dispute, interest will apply as follows:

5.3.1 If the billing dispute is resolved in favor of the providing Party, the purchasing Party shall pay the providing Party a payment equal to the amount withheld by the purchasing Party, plus interest at the rate set forth in Verizon's interstate access tariff. This amount will apply from the payment due date through the date on which the providing Party receives payment of the disputed amount and accrued interest from the purchasing Party.

5.3.2 If the dispute is resolved in favor of the purchasing Party, neither a late payment charge nor an interest charge is applicable.

[Issue IV-17, resolved]

Section 6. Network Element Bona Fide Request (BFR)

6.1 Verizon shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by MCIm hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

6.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

6.3 MCIm may cancel a Network Element Bona Fide Request at any time, but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation. Verizon shall provide MCIm written notice if the costs of processing or implementing a Network Element Bona Fide Request exceed, or Verizon anticipates such costs will exceed, five thousand dollars ($5000.00).

6.4 Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.

6.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to MCIm a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Verizon will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not Technically Feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.

6.6 If Verizon determines that the Network Element Bona Fide Request is Technically Feasible and access to the Network Element is required to be provided by Applicable Law, Verizon shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from MCIm. When it receives such authorization, Verizon shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

6.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, Verizon shall provide to MCIm a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

6.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Verizon must either confirm its order for the Network Element Bona Fide Request

pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

6.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

[Issue IV-91 (addresses Section 7.1 and 7.4 through 7.7), partially resolved 11/12/01]

Section 7. Branding

7.1 Whenever Verizon has control over handling of the services that MCIm may provide to third parties using services provided by Verizon under this Agreement, Verizon shall, at MCIm's sole discretion, brand any and all services at all points of Customer contact exclusively as MCIm services, or otherwise as MCIm may specify, or be provided with no brand at all, as MCIm may determine. Where Technically Feasible, the branding provided by Verizon must be automatic and not require any manual intervention. Verizon shall not unreasonably interfere with branding by MCIm. Verizon shall thoroughly test branding or unbranding of Operator Services, Directory Assistance and all interfaces and transfer features prior to delivery to MCIm's Customers, subsidiaries, Affiliates, or any other third parties. These tests include, but are not limited to, the installation and testing of MCIm-provided tapes.

[Issue IV-93, resolved]

7.2 Neither Verizon nor MCIm may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries or affiliates, regardless of whether or not such brand names are registered trademarks or servicemarks, without the other Party's written authorization. Notwithstanding the foregoing, Verizon shall not be required to remove (or remove references to) the brand name or logo "Verizon" or similar names or connotations of brand identifying Verizon or its parents, subsidiaries or affiliates from any items or services which it provides, except insofar as Verizon's obligation, pursuant to Applicable Law, to re-brand (with the MCIm identification) and except that (x) Verizon shall not provide to MCIm's end user Customer a copy of its branded time and material rates authorization form, (y) to the extent Verizon provides a "left in dial tone" recording (applicable to inactive telephone lines that have access solely to 800, local business office or 911 service) it shall provide a statement that the end-user should contact its local service provider (without reference to Verizon) to activate service and (z) Verizon may include on the "no access" cards left by Verizon personnel at Customer premises responding to activation or maintenance service requests the following statement:

"Verizon was here.

Verizon was here on behalf of your service provider to address your activation or maintenance request. Please re-contact your service provider to arrange for a future appointment."

or such other substantially similar statement as will not bear the logo or brand name of Verizon other than to simply identify the personnel leaving such card. The brand name of Verizon shall appear on any "no access" card with no greater prominence than the remainder of the printed statement. Any reprinting of the "no access" cards subsequent to the Effective Date of this Agreement shall exclude the first sentence of the above-captioned statement.

[Issue IV-92, resolved]

7.3 This Section [7] shall not confer on either Party any rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by this Section [7].

[IV-91 resolved as Part of Issue]

7.4 Verizon will recognize MCIm as the customer of record of all services ordered by MCIm under this Agreement. MCIm shall be the single point of contact for MCIm Customers with regard to all services, facilities or products provided by Verizon to MCIm and other services and products which they wish to purchase from MCIm or which they have purchased from MCIm. Communications by MCIm Customers with regard to all services, facilities or products provided by Verizon to MCIm and other services and products which they wish to purchase from MCIm or which they have purchased from MCIm, shall be made to MCIm, and not to Verizon. MCIm shall instruct MCIm Customers that such communications shall be directed to MCIm.

[IV-91 resolved as Part of Issue]

7.5 Requests by MCIm Customers for information about or provision of products or services which they wish to purchase from MCIm, requests by MCIm Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from MCIm, and inquiries by MCIm Customers concerning MCIm's bills, charges for MCIm's products or services, and, if the MCIm Customers receive dial tone line service from MCIm, annoyance calls, shall be made by the MCIm Customers to MCIm, and not to Verizon.

[IV-91 resolved as Part of Issue]

7.6 MCIm and Verizon will employ the following procedures for handling misdirected repair calls:

7.6.1 MCIm and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

7.6.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

7.6.3 MCIm and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

[IV-91 resolved as Part of Issue]

7.7 In addition to Section [7.6] addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party.

Section 8. Charges and Payment

[Issue IV-94, resolved]

8.1 In consideration of the services provided under this Agreement, the purchasing Party shall pay the charges set forth in Attachment I as those charges may change in accordance with Attachment I. The billing and payment procedures for charges incurred by a purchasing Party hereunder are set forth in Attachment VIII.

[Issue IV-95, open 11/12/01]

8.2 Except as otherwise specified in this Agreement, each Party shall be responsible for: (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

[Issue IV-96, resolved]

Section 9. Compliance with Laws

9.1 Each Party shall perform terms, conditions and operations under this Agreement in a manner that complies with all Applicable Law, including all regulations and judicial or regulatory decisions of all duly constituted governmental authorities of competent jurisdiction. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other in obtaining and maintaining any approvals required by this Section. In the event the Act or FCC rules and regulations applicable to this Agreement are held invalid, this Agreement shall survive, subject to Sections [25.2] and [28.1] of this Part A.

[Issue IV-97 (addresses Section 10 generally), partially resolved 11/12/01]

Section 10. Confidentiality

10.1 For the purposes of this Section [10], "Confidential Information" means the following information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:

10.1.1 All information disclosed by either Party to the other pursuant to Attachments I-X of this Agreement arising from the performance of this Agreement, including, but not limited to, books, records, documents and other information disclosed in an audit performed pursuant to this Agreement; and

10.1.2 Such other information as is identified as Confidential Information in accordance with Section [10.2].

10.2 All information which is to be treated as Confidential Information under Section [10.1.2] shall:

10.2.1 If in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

10.2.2 If oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

10.2.3 Each Party shall have the right to correct an inadvertent failure to identify such oral information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

10.3 In addition to any requirements imposed by law, including, but not limited to, 47 U.S.C. § 222, for a period of three (3) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:

10.3.1 To use the Confidential Information only for the purpose of performing under this Agreement, including, to the extent applicable, the planning and operation of the Recipient's network;

10.3.2 To use the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to disclose it to no one other than the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement; and

[Issue IV-98, resolved]

10.3.3 Except as may be permitted under Section 222 of the Act (with respect to Confidential Information that is subject to Section 222) or as otherwise required by Applicable Law, Verizon will not disclose MCIm's Confidential Information to, or permit access to MCIm's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of Verizon or any Verizon Affiliate, or any independent contractors to any of the foregoing, and Verizon and any Verizon Affiliate shall take all actions necessary to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access MCIm's Confidential Information.

10.4 A Recipient may disclose the Discloser's Confidential Information to a third party agent or consultant, provided that prior to such disclosure the agent or consultant has executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section [10].

10.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations and exercise its rights under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

10.6 The Recipient shall return all Confidential Information defined in Section [10.1.2] in the format in which it was received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, and/or destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If the Recipient loses or makes an unauthorized disclosure of the Discloser's Confidential Information, it shall notify the Discloser immediately and use reasonable efforts to retrieve the lost or improperly disclosed information.

10.7 The requirements of this Section [10] shall not apply to Confidential Information:

10.7.1 Which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;

10.7.2 After it becomes publicly known or available through no breach of this Agreement by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents, or contractors, of the Recipient or the Recipient's Affiliates;

10.7.3 After it is rightfully acquired by the Recipient free of restrictions on its disclosure;

10.7.4 Which is independently developed by personnel of the Recipient; or

10.7.5 To the extent the disclosure is required by law, or made to a court, or governmental agency for the purpose of enforcing its rights under this Agreement; provided the Discloser has been notified of an intended disclosure promptly after the Recipient becomes aware of a required disclosure or decides to make such a voluntary disclosure to enforce its rights, the Recipient undertakes reasonable, lawful measures to avoid disclosing the Confidential Information until the Discloser has had reasonable time to seek a protective order, and the Recipient complies with any protective order that covers the Confidential Information to be disclosed.

10.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.

10.9 Confidential Information shall remain the property of the Discloser, and the Discloser shall retain all of the Discloser's right, title and interest in any Confidential Information disclosed by the Discloser to the Recipient. Except as otherwise expressly provided elsewhere in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark, or copyright), nor is any such license to be implied, solely by virtue of the disclosure of any Confidential Information.

10.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section [10] by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents or contractors of the Recipient or the Recipient's Affiliates, and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section [10]. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section [10], but shall be in addition to any other remedies available at law or in equity.

10.11 The provisions of this Section [10] shall be in addition to and shall not limit, alter, define or contradict any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information (whether or not defined as "Confidential Information" for purposes of this Agreement) of the Party or its customers provided by Applicable Law.

10.12 Without in any way limiting the foregoing provisions of Section [10], each Party shall comply with 47 U.S.C. § 222, any implementing rules, regulations, and orders thereunder, and other federal and state rules and regulations addressing Customer Proprietary Network Information ("CPNI") and Carrier Information. A Party shall not access (including, but not limited to, through electronic interfaces and gateways provided under this Agreement), use or disclose CPNI or other customer information unless the Party has obtained any customer authorization required by Applicable Law for such access, use and/or disclosure. By accessing, using or disclosing CPNI or other customer information, a Party represents and warrants that the Party has obtained any customer authorization required by Applicable Law for such access, use or disclosure. A Party accessing, using or disclosing CPNI or other customer information shall upon request by the other Party provide proof of any customer authorization for such access, use or disclosure, required by Applicable Law (including, copies of any written authorization). Without limiting the foregoing provisions of this Section [10], where required by 47 U.S.C. § 222, or other provision of Applicable Law, a Party shall obtain a signed letter of authorization from the applicable end user in order to obtain CPNI or other customer information from the other Party.

10.13 Nothing herein shall be construed as limiting the rights of either Party with respect to its own subscriber information under any Applicable Law, including without limitation Section 222 of the Act.

[Issue IV-99, resolved]

Section 11. Construction

11.1 For purposes of this Agreement, certain terms have been defined in Part B or elsewhere in this Agreement. These terms will have the meanings stated in this Agreement, which may differ from, or be in addition to, the normal definition of the defined word. A defined word intended to convey the meaning stated in this Agreement is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning stated in the Applicable Law.

11.2 Unless the context clearly indicates otherwise, any defined term which is defined or used in the singular shall include the plural, and any defined term which is defined or used in the plural shall include the singular.

11.3 The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party.

11.4 Conflicts among terms in Parts A and B of this Agreement, the Attachments and the Exhibits thereto, and the Tariffs shall be resolved in accordance with the following order of precedence, where the document identified in Subsection "(i)" shall have the highest precedence: (i) Parts A and B of this Agreement; (ii) the Attachments and the Exhibits thereto; and (iii) the Tariffs. The fact that a matter is addressed in one of these documents, but not in another, shall not constitute a conflict for purposes of this Section [11.4].

Section 12. Counterparts

12.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 13. Dispute Resolution Procedures

[Issue IV-100, resolved]

13.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission 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 provision shall not preclude the Parties from seeking any relief (at law or in equity) available in any other forum.

[Issue IV-101, open 11/12/01]

13.2 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:

(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;

(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Section [25] of this Agreement;
(3) A suit to compel compliance with this dispute resolution process;
(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party;
(5) An action for fraud;
(6) A billing dispute equal to or in excess of $2,000,000.00;
(7) Any rate or charge within the jurisdiction of the Commission or the FCC;
(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);
(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and
(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.

Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction.

13.2.1 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.

13.2.2 Arbitration. Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60)

days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules., The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

13.2.3 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 28.11.2 directly and materially affects service to either Party's end-user Customers or the amount subject to a billing dispute is $200,000 or less, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration pursuant to the process outlined in Section 28.11.3 above, the arbitration shall be conducted pursuant to the expedited procedures rules of the AAA Rules in effect on the date of commencement of the arbitration.

13.2.4 Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitrator.

13.2.5 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties

shall continue to perform their obligations, including making payments in accordance with and as required by this Agreement.

13.2.6 Commission Order

13.2.6.1 Within thirty (30) days of the arbitrator's decision, the Parties shall submit that decision to the Commission for review. Each Party shall also submit its position on the arbitrator's decision in a statement not to exceed ten (10) pages as to whether the Party seeks to challenge it before the Commission. The Commission shall accept or modify the arbitrator's decision within thirty (30) days of its receipt and issue an Order accordingly pursuant to Section 252 of the Act; provided, however, if the Commission does not issue an Order accepting or modifying the arbitrator's decision within thirty (30) days of its receipt, the arbitrator's decision shall be deemed an Order of the Commission pursuant to Section 252 of the Act. The Order of the Commission shall become final and binding on the Parties, except as provided in Section [13.2.6.2] below.

13.2.6.2 Either Party may seek timely review of the Commission Order rendered above pursuant to Section 252(e)(6) of the Act. The Parties agree to waive any objection to the federal court's jurisdiction over the subject matter.

[Issue IV-102, resolved]

Section 14. Entire Agreement

14.1 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation on the subject matter hereof. Except as otherwise provided in this Agreement, the terms in this Agreement may not be waived or modified except by a written document which is signed by the Parties.

[Issue IV-103, resolved]

Section 15. Environmental Contamination

15.1 MCIm shall in no event be liable to Verizon for any costs whatsoever resulting from a violation of a federal, state or local environmental law by Verizon, its contractors or agents arising out of this Agreement (a "Verizon Environmental Violation"). Verizon shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that are caused by a Verizon Environmental Violation.

15.2 Verizon shall in no event be liable to MCIm for any costs whatsoever resulting from a violation of a federal, state or local environmental law by MCIm, its contractors or agents arising out of this Agreement (an "MCIm Environmental Violation"). MCIm shall, at Verizon's request, indemnify, defend, and hold harmless Verizon, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that are caused by an MCIm Environmental Violation.

15.3 In the event any suspect materials within Verizon-owned, operated or leased facilities are identified to be asbestos-containing, MCIm will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCIm activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCIm or equipment placement activities that result in the generation or placement of asbestos containing material, MCIm shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material at Verizon-owned, operated or leased facilities. Verizon agrees to immediately notify MCIm if Verizon undertakes any asbestos control or asbestos abatement activities that potentially could affect MCIm equipment or operations, including, but not limited to, contamination of equipment.

[Issue IV-104, resolved]

Section 16. Good Faith Performance

16.1 In the performance of their obligations under this Agreement, the Parties shall cooperate fully and act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.

[Issue IV-105, resolved]

Section 17. Governing Law

17.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties, shall be governed by the Act and the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules.

Section 18. Headings Not Controlling

18.1 The headings of Attachments and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

[Issue IV-106, open 11/12/01]

Section 19. Indemnification

19.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs, and reasonable attorneys' fees and allocated in-house legal expenses (collectively, a "Loss") incurred by the indemnified Party to the extent that such Loss is: suffered, made, instituted, or asserted by any other person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent legally caused by the acts or omissions of the indemnifying Party, regardless of the form of action. Notwithstanding the foregoing indemnification, nothing in this Section [19] shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.

19.2 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all Loss incurred by the indemnified Party suffered, made, instituted, or asserted by any other person (regardless of the form of action) and to the extent such Loss is legally caused by the indemnifying Party through acts or omissions in breach of this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section [19] shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.

19.3 The indemnification provided herein shall be conditioned upon:

19.3.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification, provided that failure to notify the indemnifying Party shall not relieve it of any liability it might otherwise have under this Section [19] to the extent it was not materially prejudiced by such failure of notification.

19.3.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event the indemnifying Party does not accept the defense of any such action, the indemnified Party shall have the right to employ counsel for its own defense at the expense of the indemnifying Party.

19.3.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

19.3.4 In any action for which indemnity is sought, the indemnified Party shall assert any and all provisions in applicable Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of applicable limitations of liability.

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

Section 20. Intellectual Property Rights

[Issue IV-107, open 11/12/01]

20.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for the limited right to use (in accordance with this Agreement) a Party's intellectual property that is embedded in, a part of, or necessary or reasonably appropriate to the use of the facilities, equipment, or services provided under this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or any other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as provided above, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party; except in accordance with the terms of this Agreement or a separate license agreement between the Parties granting such rights.

[Issue III-15, partially resolved 11/12/01]

20.2 Verizon shall use its best efforts to negotiate or renegotiate any vendor or licensing agreements with respect to equipment or software used in Verizon's network so that such agreements permit MCIm to use such equipment or software pursuant to the terms of this Agreement. In the event Verizon fails to use such best efforts, Verizon shall indemnify MCIm against any loss, cost, expense or liability arising out of or relating to MCIm's use, pursuant to the terms of this Agreement, of such equipment or software or any intellectual property associated therewith. Verizon also hereby warrants that it will not enter into any future licensing agreements with respect to equipment or software used in Verizon's network without using its best efforts to negotiate provisions that would permit MCIm to use or interconnect with such equipment or software pursuant to the terms of this Agreement. Verizon also warrants that it has not, and will not, intentionally modify any existing licensing agreements for existing network equipment or software in

order to disqualify MCIm from using or interconnecting with such network equipment or software pursuant to the terms of this Agreement. To the extent that the providers of equipment or software used in Verizon's network provide Verizon with indemnities covering intellectual property liabilities and those indemnities allow a flow through of protection to third parties, Verizon shall flow those indemnity protections through to MCIm. **Verizon will inform MCIm of any pending or threatened intellectual property claims relating to Verizon's network of which Verizon is aware and will update that notification periodically as needed, so that MCIm receives maximum notice of any intellectual property risks. Notwithstanding any part of this Section [20], MCIm retains the right to pursue legal remedies against Verizon if Verizon is at fault in causing intellectual property liability to MCIm.**

20.2.1 For purposes of Section [20.2], Verizon's obligation to indemnify shall include the obligation to indemnify and hold MCIm harmless from and against any loss, cost, expense or liability arising out of a claim that MCIm's use, pursuant to the terms of this Agreement, of such Verizon network equipment or software infringes the intellectual property rights of a third party. Moreover, should any such network equipment or software or any portion thereof provided by Verizon hereunder become, or, in Verizon's reasonable opinion, be likely to become, the subject of a claim of infringement, or should MCIm's use thereof be finally enjoined, Verizon shall, at its immediate expense and at its choice:

20.2.1.1 Procure for MCIm the right to continue using such material; or

20.2.1.2 Replace or modify such material to make it non-infringing provided such replacement or modification is functionally equivalent.

[Issue IV-108, resolved]

20.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, or service mark in any product, service, advertisement, promotion, or any other publicity matter, except that nothing herein shall prohibit lawful comparative advertising or comparative marketing.

[Issue IV-109, resolved]

Section 21. Joint Work Product

21.1 This Agreement is the joint work product of the representatives of the Parties. For convenience, this Agreement has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences shall be drawn against either Party solely on the basis of authorship of this Agreement.

[Issue IV-110, open 11/12/01]

Section 22. Migration of Service

22.1 A Providing Party shall not require the Purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the Purchasing Party's subscriber as a pre-condition to processing an Order from the Purchasing Party.

Section 23. Notices

23.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

23.1.1 shall be in writing;

23.1.2 shall be delivered (a) personally, (b) by express delivery service with next business day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

23.1.3 shall be delivered to the following addresses of the Parties:

To MCIm:

MCImetro Access Transmission Services of Virginia, Inc.
Attn: Vice President
Eastern Telco Line Cost Management
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Facsimile: (770) 625-6889

Copies to:

MCImetro Access Transmission Services of Virginia, Inc.
Attn: Regional Executive
Central Telco Line Cost Management
205 North Michigan Avenue
Chicago, Illinois 60601
Facsimile: (312) 470-5575

MCImetro Access Transmission Services of Virginia, Inc.
Attn: Vice President
Chief Network Counsel
22001 Loudoun County Parkway
Ashburn, VA 20147
Facsimile: (703) 886-5807

MCImetro Access Transmission Services of Virginia, Inc.
Attn: Senior Manager - Carrier Agreements
8521 Leesburg Pike, 6th Floor
Vienna, VA 22182
Facsimile: (703) 918-0710

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving. TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next business day delivery, the next business day after the notice is sent, (c) where the notice is sent by First Class U.S. Mail, three (3) business days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, (e) where the notice is sent via facsimile telecopy, on the date set forth on the telecopy confirmation if sent before 5 PM in the time zone where it is received, or the next business day after the date set forth on the telecopy confirmation if sent after 5 PM in the time zone where it is received, and (f) where the notice is sent via electronic mail, on the date of transmission, if sent before 5 PM in the time zone where it is received, or the next business day after the date of transmission, if sent after 5 PM in the time zone where it is received.

[Issue IV-111, resolved]

Section 24. Notices of Network Changes

24.1 Verizon shall make any notification of changes to the underlying Verizon services in conformance with the requirements of Section 251(c)(5), Notice of Changes, of the Act, and the FCC's rules and regulations.

Section 25. Regulatory Approvals

[Issue IV-112, resolved]

25.1 The Parties shall promptly submit this Agreement, and any amendment or modification hereof, to the Commission for approval in accordance with Section 252 of the Act. Following such submission, the Parties shall submit the Agreement to any other applicable governmental entity for any requisite approvals. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

[Issue IV-113, open 11/12/01]

25.2 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section [13] (Dispute Resolution Procedures) hereof.

[Issue IV-114, resolved]

25.3 The Parties intend that any services requested by either Party relating to the subject matter of this Agreement that are not offered hereunder will be incorporated into this Agreement by amendment upon agreement by the Parties.

[Issue IV-115, resolved]

25.4 When this Agreement is filed with the Commission for approval, the Parties will request that the Commission: (a) approve the Agreement, and (b) refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

25.5 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other governmental approvals, that may be required in connection with the performance of its respective obligations under this Agreement.

[Issue IV-116, resolved]

25.6 The Parties acknowledge that the terms and conditions of this Agreement were established pursuant to an order of the Commission or the FCC. Any or all of the terms and conditions of this Agreement may be altered or abrogated by a successful legal challenge or appeal of this Agreement (or to the order approving the Agreement) as permitted by Applicable Law. By signing this Agreement, the Parties do not waive their right to pursue such a legal challenge or appeal. This Agreement shall be effective between the Parties as of the Effective Date, notwithstanding the pendency of proceedings challenging the Commission's or FCC's approval of the Agreement.

[Issue IV-117, resolved]

25.7 Except as otherwise expressly stated in this Agreement, each Party, at its own expense, shall be responsible for obtaining from governmental authorities, property owners, other Telecommunications Carriers, and any other persons or entities, all rights and privileges (including, but not limited to, Rights of Way, space and power), which are necessary for the Party to provide its services pursuant to this Agreement.

[Issue IV-118, resolved]

Section 26. Relationship of Parties

26.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement.

26.2 Each Party retains full control over the employment, direction, compensation and discharge of all of its employees, agents and contractors assisting in the performance of its obligations under this Agreement. Each Party will be solely responsible for all matters relating to payment of its employees, agents and contractors, and payment of Social Security and other taxes in association with such employees, agents and contractors, and withholding and remittance of taxes from such employees, agents and contractors.

26.3 Nothing contained within this Agreement shall:

26.3.1 Make either Party the agent, servant or employee, of the other Party;

26.3.2 Grant either Party the authority to enter into a contract on behalf of, or otherwise legally bind, the other Party in any way;

26.3.3 Create a partnership, joint venture, or other similar relationship between the Parties; or

26.3.4 Grant to either Party a franchise, distributorship, or similar interest.

26.4 The relationship of the Parties under this Agreement is a non-exclusive relationship. Each Party shall have the right:

26.4.1 To provide services to be provided by it under this Agreement to persons other than the other Party; and

26.4.2 To purchase services which can be purchased by it under this Agreement from persons other than the other Party.

Section 27. Remedies

[Issue IV-119, resolved]

27.1 **[Intentionally Left Blank]**

[Issue IV-120, open and deferred 11/12/01]

27.2 Unless otherwise specifically provided under this Agreement, all remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity. The Parties acknowledge that the self executing remedies for performance standards failures set forth in and incorporated into this Agreement are not inconsistent with any other available remedy and are intended only to provide Verizon with a financial incentive to meet performance standards. However, the Parties agree that, while Verizon's responsibility to pay these self-executing remedies is independent of any other damages under this Agreement they may be used to mitigate any such damages to the extent that they have been paid directly to MCIm and arise out of the same breach of this Agreement.

[Issue IV-121, open and deferred 11/12/01]

27.3 Verizon shall provide services and perform under this Agreement in accordance with (i) any performance standards, metrics, and self-executing remedies established by the FCC, the Commission, and any governmental body of competent jurisdiction; and (ii) the performance standards, metrics and self-executing remedies set forth in Attachment X of this Agreement. The performance standards, metrics, and self-executing remedies established by the FCC, the Commission, and other governmental body of competent jurisdiction are hereby incorporated into this Agreement.

[Issue IV-122, resolved]

Section 28. Severability

28.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement (unless such construction would be unreasonable), and the Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party construed and enforced accordingly.

Section 29. Subcontracting

[Issue IV-123, resolved]

29.1 If any obligation under this Agreement is performed through a subcontractor, the subcontracting Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through the subcontractor. The subcontracting Party shall be solely responsible for payments due its subcontractors. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

[Issue IV-124, resolved]

29.2 If any obligation of either Party is performed by a subcontractor or Affiliate, such Party shall remain fully responsible for the performance of this Agreement in accordance with its terms.

29.3 A Party may fulfill its obligations under this Agreement itself or may cause an Affiliate of the Party to take the action necessary to fulfill the Party's obligations; provided that a Party's use of an Affiliate to perform this Agreement shall not release the Party from any liability or duty to fulfill its obligations under this Agreement.

[Issue IV-125, resolved]

Section 30. Successors and Assigns

30.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

[Issue IV-126, resolved]

Section 31. Taxes

31.1 In General. With respect to any purchase hereunder of Services, the price is exclusive of any applicable federal, state, or local tax, fee, surcharge, including, but not limited to any 911, telecommunications relay service, universal service fund, or gross

receipts surcharge, or other tax-like charge (a "Tax" or "Taxes"). If any Tax is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party may properly bill the purchasing Party for such Tax, and (b) the purchasing Party shall timely remit such billed Tax to the providing Party, provided such Tax is not on or determined by the providing Party's net income.

31.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company, or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party, if the purchase is for resale, shall provide the providing Party with a properly executed resale exemption certificate, other exemption certificate, or appropriate documentation in accordance with Applicable Law of its intent to resell the Service in accordance with Section [31.6] of this Agreement.

31.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that the purchasing Party intends to resell to a third party, if any Tax is imposed by Applicable Law on the subscriber, end-user, Customer, or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose on and/or collect from a Subscriber, then the purchasing Party shall provide an exemption certificate to the providing Party evidencing its intent to resell the Service.

31.4 Liability for Unbilled and Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to bill any Tax under Section 31.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such unbilled and uncollected Tax in accordance with Applicable Law and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed by such authority on such unbilled and uncollected Tax. If the providing Party properly bills the purchasing Party for any Tax, but the purchasing Party fails to remit such Tax to the providing Party as required by Section [31.1], then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such billed, but uncollected Tax and any interest assessed thereon, as well as any penalty assessed on such uncollected Tax by the applicable authority. If the providing Party does not bill or collect any Tax under Section [31.1] because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by an authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such unbilled and uncollected Tax and any interest assessed thereon, as well as any penalty assessed by the applicable authority on such unbilled and uncollected Tax. If the purchasing Party provides the providing Party with a properly executed resale exemption certificate, other exemption certificate, or appropriate documentation in accordance with

Applicable Law of its intent to resell the Service, in accordance with Section [31.6] of this Agreement, but the purchasing Party fails to pay the Receipts Tax to an authority on revenues from the sale of the purchasing Party's services to its Subscribers and thereby causes the providing Party's receipts to be ineligible for an exemption from the Receipts Tax, then, as between the providing Party and the purchasing Party, (a) the providing Party shall be liable for any Tax imposed on its receipts and (b) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as provided under Section [31.3], then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed on such uncollected Tax by the applicable authority. With respect to any Tax, interest or penalty that the purchasing Party has agreed to be liable for under this Section [31.4], or is required by Applicable Law to impose on and/or collect from Subscribers, if any such liability relates to an audit and proposed assessment of the providing Party, such liability shall be conditioned upon the providing Party giving the purchasing Party timely notice of any proposed assessment of Tax, interest, or penalty by the applicable authority so as to afford the purchasing Party an opportunity to cure any defect or formally contest the proposed assessment before final assessment of any additional Tax, interest, or penalty is made by the authority; provided, however, that no failure of the providing Party to give notice to the purchasing Party shall diminish the responsibility of the purchasing Party to pay any Tax, interest, or penalty unless, and then only to the extent that the purchasing Party's contest-participation rights, including refund actions, are effectively precluded by the providing Party's failure to notify or the providing Party's actions taken with such authority. In the event either Party is audited by an authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

31.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 31.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party furnishes the providing Party with documentation certifying the purchasing Party's right to an exemption..

31.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section [31], shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section [23] as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To MCIm:

WorldCom
Tax Department
1133 – 19th Street, N.W.
Washington, D.C. 20036

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

[Issue I-10, resolved]

Section 32. Term of Agreement

32.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE THREE YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

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

32.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section [cite default provision]), this Agreement shall remain in effect until the effective date of a new interconnection agreement between Cox and Verizon.

32.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be

terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).

[Issue-127, resolved]

Section 33. Third Party Beneficiaries

33.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide any third parties (including, but not limited to, subscribers or subcontractors of a Party) with any right, remedy, claim, reimbursement, cause of action, or other privilege. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person; provided, however, that this shall not be construed to prevent either Party from providing its Telecommunications Services to any entities.

[Issue-128, resolved]

Section 34. Waivers

34.1 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, or to exercise any option provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

34.2 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

[Issue 128, resolved]

34.3 The Parties do not, by entering into this Agreement, waive any right granted to them pursuant to the Act.

[Issue VI-1(O), open 11/12/01]

Section 35. Default

35.1 If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section [9.3] of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by

written notice to the Defaulting Party, seek relief or recourse in accordance with the Dispute Resolution section of this Agreement.

[Issue-VI-1(Q), open 11/12/01]

Section 37. Insurance

37.1 Each Party shall maintain during the term of this Agreement insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, each Party shall maintain the following insurance:

37.2 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least aggregate/$1,000,000 per occurrence.

37.3 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least $2,000,000 combined single limit for each occurrence.

37.4 Excess Liability, in the umbrella form, with limits of at least $5,000,000 combined single limit for each occurrence.

37.5 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $2,000,000 per occurrence.

37.6 All risk property insurance on a full replacement cost basis for all real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

37.7 Intentionally Left Blank

37.8 Each Party shall name the other, the other's Affiliates and the directors, officers and employees of the other and the other's Affiliates, as additional insureds on the foregoing insurance.

37.9 Each Party thirty days after the Effective Date hereof, on a semi-annual basis thereafter, and at such other times as may be requested by the other Party, furnish certificates or other proof of the foregoing insurance.

37.10 Each Party shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party or the other Party's affiliated companies or the Customers of the other Party to maintain insurance in accordance with Sections [17.1] through [17.3] and, if requested, to furnish certificates or other adequate proof of such insurance acceptable to the other Party.

[Issue VI-1(R), open 11/12/01]

Section 38. References

38.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

38.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document as of the Effective Date of this Agreement and in the case of Applicable Law as amended from time to time.

[Issue VI-1(S), resolved]

Section 39. Survival of Interconnection Agreement

39.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information compliance with law, audits, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

[Issue VI-1(T), resolved]

Section 40. Technology Upgrades

40.1 Notwithstanding any other provision of this Agreement but in accordance with the requirements of Section 251(c)(5) of the Act and the FCC's implementing regulations thereunder, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate MCIm's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. MCIm shall be solely responsible for the

cost and activities associated with accommodating such changes in its own network, unless otherwise required by Applicable Law. Nothing in this Section limits MCIm's right to challenge in an appropriate forum network deployment plans of Verizon.

[Issue VI-1(U), resolved]

Section 41. Territory

41.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the Commonwealth of Virginia, as of the Effective Date of this Agreement.

[Issue V-15, resolved]

41.2 **Transfer of Telephone Operations.** If Verizon sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of Verizon's telephone operations (any transaction, a "Transfer") to any purchaser, operator, or other transferee, Verizon shall provide MCIm at least sixty (60) days prior written notice (in accordance with the Notice provisions of this Agreement) of such Transfer. In addition, insofar as such transfer affects the interests of MCIm pursuant to this Agreement, Verizon shall (i) comply with the requirements of Applicable Law, if any, with respect to such Transfer and (ii) at MCIm's written request, work cooperatively with MCIm and such transferee regarding the potential assignment (including delegation) of this Agreement (in whole or in part) to the transferee.

[Issue VI-1(W), resolved]

Section 42. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

[Issue VI-2(A), resolved]

Section 43. Limitation of Liability

43.1 Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not

be limited by the provisions of this Section [43] in the event of its willful or intentional misconduct, including gross negligence. Verizon shall be liable to MCIm for lost revenues resulting from Verizon's breach of this Agreement only to the same extent that Verizon's Tariffs provide liability for Verizon end user subscribers' revenue losses. A Party's liability shall not be limited with respect to its indemnification obligations.

[Issue VI-2(B), resolved]

Section 44. Force Majeure

44.1 Except as otherwise specifically provided in this Agreement (including, by way of illustration, circumstances where a Party is required to implement disaster recovery plans to avoid delays or failure in performance and the implementation of such plans was designed to avoid the delay or failure in performance), neither Party shall be liable for any delay or failure in performance of any part of this Agreement by it caused by acts or failures to act of the United States of America or any state, district, territory, political subdivision, or other governmental entity, acts of God or a public enemy, strikes, labor slowdowns, or other labor disputes, but only to the extent that such strikes, labor slowdowns, or other labor disputes also affect the performing Party, fires, explosions, floods, embargoes, earthquakes, volcanic actions, unusually severe weather conditions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform ("Force Majeure Condition"). In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Verizon, Verizon agrees to resume performance at Parity and in a Non-Discriminatory manner.

44.2 If any Force Majeure Condition occurs, the Party whose performance fails or is delayed because of such Force Majeure Condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure Condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

44.3 Notwithstanding Section [44.1], no delay or other failure by a Party to perform shall be excused pursuant to this Section by the delay or failure of a Party's subcontractors, materialmen, or suppliers to provide products or services to the Party, unless such delay or failure is itself the product of a Force Majeure Condition, and such products or services cannot be obtained by the Party from other persons on commercially reasonable terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

MCImetro Access Transmission Services of Virginia, Inc.	**Verizon Virginia, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____