5.02 Collocated OTC equipment shall be manufactured in accordance with FCC, NEC, UL, and USDL requirements and orders applicable to Federal, State, and local requirements including, but not limited to, statutes, rules, regulations, orders, or ordinances, or otherwise imposed by law. Where requirements are not specified in this document, contractual technical requirements, or other applicable documents, the manufacturer's requirements consistent with industry standards shall be met.

5.03 The open circuit tip-to-ring dc voltage that collocated OTC equipment applies to BA VF cabling shall be less than 80 Vdc.

5.04 Collocated OTC equipment shall not deliver more than 2.5 watts of power to any load via BA VF cable.

5.05 Collocated OTC equipment shall not deliver more than 100 mA of loop current to any load via BA VF cable.

5.06 OTC equipment connecting to BRI and CBRI ports shall conform to the NT specifications in TR-NWT-000393 [1] and the customer installation specifications in ANSI T1.601-1993 [12].

5.07 OTC equipment connecting to PRI ports shall conform to the DSX-1 specifications in ANSI T1.102 [3], the B8ZS and ESF specifications in ANSI T1.403 [5], the customer installation requirements in ANSI T1.408 [13], the timing requirements in ANSI T1.101 [6], and the μ255 coding scheme in ITU-T Recommendation G.711 [4].

5.08 OTC equipment connecting to DS1MT ports shall conform to the DSX-1 specifications in ANSI T1.102 [3], the B8ZS and ESF specifications in ANSI T1.403 [5], and the μ255 coding scheme in ITU-T Recommendation G.711 [4]. For SS7 applications, OTC equipment shall also conform to the specifications in GR-905-CORE [7] and BA 905 [8]. For MF applications, OTC equipment shall also conform to the robbed-bit signaling specifications in ANSI T1.403 Annex C [5] and the MF signaling requirements in FR-NWT-000064 [11].

5.09 OTC equipment connecting to the DS1DID port shall conform to the DSX-1 specifications in ANSI T1.102 [3], the AMI or B8ZS and SF or ESF specifications in ANSI T1.403 [5], the robbed-bit signaling specifications in ANSI T1.403, Annex C [5], and the μ255 coding scheme in ITU-T Recommendation G.711 [4], and the DP, DTMF, or MF signaling requirements in FR-NWT-000064 [11].

B. OTC CO VF Cabling Requirements

5.10 The voice-grade CO cabling used to terminate OTC equipment on the CODF for interconnection with BRI or CBRI port services shall use twisted-pair conductors.

5.11 The type, gauge, and length of the OTC CODF cabling shall be specified based on this specification and OTC equipment requirements. If the specifications in this document differ from the OTC equipment manufacturers specifications, then the more stringent of the two shall be used.

5.12 The direct-current resistance of the CO cabling between the OTC equipment and the CODF shall meet the CO cabling requirements in the Bellcore FR-TSY-000064 [11] (i.e., 23 ohms or less). This is equivalent to 275 feet or less of 26 gauge cable, 440 feet or less of 24 gauge cable, and 700 feet or less of 22 gauge cable.

C. OTC DSX-1 Cabling Requirements

5.13 OTC DSX-1 cabling and build-out in each direction of transmission shall be the equivalent of 655 feet of 22 gauge ABAM cable.

6. References

A. Definitions

Acceptance Limit (AL)
The maximum margin, value, or deviation that is allowed at service turnup or customer acceptance.

Alternate Mark Inversion (AMI)
A DS1 line code that does not perform zero code suppression and is therefore transparent to an all zeros byte.

Basic Rate ISDN (BRI)
Basic Rate ISDN is a 2-wire line-side local switching system port that uses the two-bit one-quaternary line code at a 160 kilobit per second rate to transport overhead and up to two B channels and one D channel.

B Channel
The B channel, or bearer channel, is a 64 kbps channel used for information transfer between users.

Bipolar Eight Zero Substitution (B8ZS)
A DS1 line code that performs zero code suppression by replacing an all zeros byte with a special pattern of ones and zeros that contains two consecutive bipolar violations.

Bit Seven (BIT7)
A TR08 DS1 line code that performs zero code suppression by placing a one in bit 7 of an all zeros byte.

Central Office (CO)
A telephone company building which houses equipment and facilities used to provide switched access services.

Central Office Distributing Frame (CODF)
Framework located in a CO that holds wire cross-connects which are used to interconnect cable terminations for end-user customer loops, switching system ports, and inter-office facilities.

Channel
An electrical, or photonic communications path between two or more points of transmission.

D Channel
The D channel is a packet-switched channel that carries signaling and control for B channels. In BRI applications, it can also support customer packet data traffic at speeds up to 9.6 kilobits per second.

DS1 Message Trunk (DS1MT)
A digital trunk-side port of a local switching system that operates at 1.544 Mbps and is channelized to provide twenty-four 64 kbps or 56 kbps trunks for the message telecommunications network..

Digital Unbundled Port Services (DUPS)
A service, not bundled with a loop or transport facility, that provides digital access to the functionality of a local switching system.

Extended SuperFrame (ESF)
A type of DS1 framing format that utilizes the framing bit of twenty-four consecutive frames to provide a 2 kbps framing pattern sequence, a 4 kbps data link, and a 2 kbps cyclic redundancy check channel.

Immediate Action Limit (IAL)
The bound of acceptable performance and the threshold beyond which BA will accept a customer's trouble report and take immediate corrective action.

Integrated Services Digital Network (ISDN)
ISDN describes the end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission , and switching of voice, data, and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces.

Line Termination (LT)
Equipment that terminates a BRI or Centrex BRI digital subscriber line on the network side of the network to customer (or OTC) interface.

Maintenance Limit
The maximum margin, value, or deviation associated with normal in-service performance.

Network Termination (NT)
Equipment that terminates a BRI or CTX BRI digital subscriber line on the customer (or OTC) side of the network to customer (or OTC) interface.

Other Telephone Company (OTC)
The term "Other Telephone Company" (OTC) denotes any individual, partnership, association, joint-stock company, trust, governmental entity, or corporation engaged for hire in intrastate exchange communication by wire, fiber, or radio.

Point Of Termination (POT)
The point of demarcation at which the BA's responsibility for the provision of services ends.

Protocol Code
A component of an interface code that is readily associated with the basic electrical function of the interface.

Primary Rate ISDN (PRI)
PRI is a 4-wire 1.544 Mbps (DS1) local switching system port that uses the B8ZS line code and the ESF framing format. PRI is available in a twenty-three B channel plus one D channel (23B + D) configuration or a twenty-four B channel (24B) configuration.

SuperFrame (SF)
A type of DS1 framing format that utilizes the framing bit of twelve consecutive frames to provide terminal framing and signaling framing.

Two Binary, One Quaternary (2B1Q)
A line code used for BRI and Centrex BRI where each two bits of the binary data stream are combined into a single four-level pulse amplitude modulation signal.

Unbundled Port
An interface (port) on a local switching system, that is not bundled with a loop or transport facility, that provides access to and from the public switched telephone network and the functionality of the local switching system.

Voice-Grade (VG)
A term used to describe a channel, circuit, facility, or service that is suitable for the transmission of speech, digital or Digital data, or facsimile, generally with a frequency range of about 300 to 3000 Hz.

B. Acronyms

ABAM	Cable Type
AL	Acceptance Limit
ANSI	American National Standards Institute
BA	Bell Atlantic
BRI	Basic Rate ISDN
B8ZS	Bipolar Eight Zero Substitution
OTC	Other Telephone Company
CO	Central Office

CODF	Central Office Distributing Frame
DID	Direct Inward Dialing
DSX-1	Digital Signal Cross-Connect One
DS1	Digital Signal One (1.544 Mbps)
DS1DID	DS1 Direct Inward Dialing
DS1MT	DS1 Message Trunk
DUPS	Digital Unbundled Port Services
ESF	Extended Superframe Format
FCC	Federal Communications Commission
IAL	Immediate Action Limit
IDLC	Integrated Digital Loop Carrier
IEEE	International Electrical and Electronic Engineers
LT	Line Termination
NC	Network Channel
NCI	Network Channel Interface
NEC	National Electric Code
POT	Point Of Termination
POTS	Plain Ordinary (analog) Telephone Service
RBS	Robbed-Bit Signaling
SF	Superframe Format
TR08	Technical Reference TR-NWT-000008
UL	Underwriter's Laboratory
USDL	United States Department of Labor
USOC	Universal Service Order Code
VF	Voice Frequency
VG	Voice Grade
2B1Q	Two-Bit One-Quaternary

7. Bibliography

1- Technical Reference TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines, Issue 2, (Bellcore, April 1991).

2- Technical Reference TR-TSY-000008, Digital interface Between the SLC®96 Digital Loop Carrier System And A Local Digital Switch, Issue 2, (Bellcore, August 1987).

3- American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces, ANSI T1.102-1993.

4- ITU-T Recommendation G.711, Pulse Code Modulation (PCM) of Voice Frequencies, Blue Book Fasc. III.4, (ITU-TSS, 1988).

5- American National Standard for Telecommunications - Network-to-Customer Installation - DS1 Metallic Interface, ANSI T1.403-1995.

6- American National Standard for Telecommunications - Synchronization Interface Standards for Digital Networks, ANSI T1.101-1994.

7- Generic Requirements GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, (Bellcore, December 1996).

8- BA905, Bell Atlantic Supplement Common Channel Signaling Network Interface Specification.

9- Special Report SR-STS-000307, Issue 3, *Industry Support Interface (ISI): NC/NCI Code Dictionary,* Bellcore, April 1992.

10- Special Report SR-STS-000323, *NC/NCI Compatibility Guide,* Issue 4, (Bellcore, May 1994).

11- Technical Reference FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), (Bellcore, 1994).

12- American National Standard for Telecommunications - ISDN Basic Access Interface for use on Metallic Loops for Application at the Network Side of NT, Layer 1 Specification, ANSI T1.601-1992.

13- American National Standard for Telecommunications - ISDN Primary Rate - Customer Installation Metallic Interfaces - Layer 1 Specification, ANSI T1.408 -1990.

14- Generic Requirements GR-63-CORE, Network Equipment-Building System (NEBS) Requirements: Physical Protection, Issue 2, (Bellcore, October 1995).

15- Generic Requirements GR-1089-CORE, Electromagnetic Compatibility and Electrical Safety - Generic Criteria for Network Telecommunications Equipment, Issue 1, Rev 1, (Bellcore, November 1996).

NOTE: These documents are subject to change. References reflect the most current information available at the time of printing. Readers are advised to check the status and availability of all documents.

EXHIBIT C

INTRALATA TELECOMMUNICATIONS SERVICES SETTLEMENT

This IntraLATA Telecommunications Services Settlement Agreement is made this __ of _____, 1996, by and between Bell Atlantic - Virginia, Inc. ("BA"), a Virginia corporation with offices at _____, and _____ ("CLEC"), a _____ corporation with offices at _____.

SECTION I

SCOPE

This Agreement sets forth the terms and conditions for the following:

(a) administering and processing messages in the intraLATA Toll Originating Responsibility Plan (ITORP); and

(b) the settlement of compensation for the following telecommunications traffic within a BA LATA:

(1) intrastate and interstate intraLATA traffic terminated to CLEC and originated by an Independent Telephone Company or wireless carriers that transits the facilities of BA within a BA LATA, including Message Telecommunications Service and Local Exchange Service (the "ITORP Transit Service Traffic");

(2) intrastate and interstate intraLATA Message Telecommunications Service and Local Exchange Service traffic which originates from a Certified Local Exchange Carrier or CLEC, transits BA's network and terminates to CLEC, or a wireless carrier or an Exchange Carrier other than BA, which traffic is subject to a Meet-Point Billing arrangement (the "Meet-Point Transit Service Traffic");

(3) intraLATA 800/888 Service Traffic; and

(4) intraLATA Alternately Billed Calls billed to a line-based telephone number within the state where the call is originated.

By way of clarification, this Agreement does not cover the following: (x) traffic that does not use BA facilities (except intraLATA 800/888 Service Traffic); (y) interLATA traffic; and (z) any statewide services (whether interLATA or intraLATA) provided entirely by an Interexchange Carrier such as statewide WATS.

SECTION II

DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the following meaning:

A. 800/888 Number Database shall mean the call management service database that provides POTS telephone number translation or routing information or both for a given 800/888 telephone number.

B. 800/888 Number Query shall mean routing information obtained from an 800/888 Number Database for originating 800/888 calls.

C. 800/888 Service Traffic means a toll free call originating with the Originating Company and billed to the Terminating Company's end user. 800/888 service MOUs are recorded by the Originating Company and provided to the Terminating Company so that it can bill its end user(s).

D. Access Tandem shall mean a switching entity that is used to connect and switch trunk circuits between and among End Offices and between and among End Office switches and carriers' aggregation points, points of termination, or points of presence, which entity has billing and recording capabilities that are used to provide switched Exchange Access services.

E. Alternately Billed Calls shall mean all intraLATA land-line Collect Calls, Calling Card Calls and Third-Number Calls that originate and terminate in the Commonwealth of Virginia and are billed to a line-based number within the jurisdiction of the Commonwealth of Virginia serviced by the Billing Company. Alternately Billed Calls are identified in ITORP reports as "Received Collect/Sent Collect Calls".

F. Billing Company shall mean the Local Exchange Carrier that provides the local telephone exchange service for the number to which an Alternately Billed Call is to be billed.

G. Calling Card Call shall mean a call billed to a pre-assigned end user line-based billing number, including calls dialed or serviced by an operator system.

H. Carrier Common Line Facilities means the facilities from the end user's premises to the End Office used to originate or terminate Transit Service Traffic and 800/888 Service Traffic. Such carrier common line facilities are as specified in each party's Exchange Access Tariff.

I. Category 01 shall mean the EMR/billing record for usage charges applicable to the terminating 800/888 number service subscriber.

J. Category 08 shall mean the EMR/copy record containing the information necessary for CLEC to bill/settle intraLATA terminating charges with other carriers.

K. Category 11 shall mean the EMR/access record containing information necessary for CLEC to bill/settle interexchange access charges.

L. CCS/SS7 shall mean the Common Channel Signaling/Signaling System 7, which refers to the packet-switched communication, out-of-band signaling architecture that allows signaling and voice to be carried on separate facilities, and thus is a signaling network that is common to many voice channels. There are two modes of operation defined for CCS/SS7: database query mode, and trunk signaling mode.

M. Centralized Message Distribution System (CMDS) shall mean the message processing system which handles the distribution of Message Records from the Earning Company to the Billing Company.

N. Competitive Local Exchange Carrier (CLEC) means a carrier certified by the Virginia State Corporation Commission to provide Local Exchange or Exchange Access services within the BA operating territory in that state.

O. Clearing House shall mean the monthly function performed by BA for a fee to collect funds owed by one Exchange Carrier or wireless carrier and the distribution of those funds to other Exchange Carriers or wireless carriers. These Clearing House funds include but are not limited to amounts owed for terminating traffic and Alternately Billed Calls. The Clearing House function will include funds due from and payable to each Independent Telephone Company, Certified Local Exchange Carrier and wireless carrier that contracts with BA to provide the Clearing House function and will not include any funds due from or payable to BA.

P. Collect Call shall mean a non-sent paid call that is billed to the number receiving the call, including calls dialed or serviced by an operator system.

Q. Discounted Toll Services means services in which the originating end user is charged a rate less than would normally be assessed for calls placed to similar points outside the end user's local calling area.

R. Earning Company shall mean the Local Exchange Carrier that provides local telephone exchange service for the number from which an Alternately Billed Call originates.

S. End Office means the end office switching and end user line termination facilities used to originate or terminate switched intraLATA telecommunications services traffic.

T. Exchange means a geographic area established for the furnishing of local telephone service under a local tariff. It usually embraces a city, town or village and its environs. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.

U. Exchange Access means the facilities and services used for the purpose of originating or terminating interexchange telecommunications in accordance with the schedule of charges, regulations and conditions specified in lawfully established Exchange Access Tariffs.

V. Exchange Access Tariffs means the tariffs lawfully established with the Federal Communications Commission or the by an Exchange Carrier for the provision of Exchange Access facilities and services.

W. Exchange Carrier shall mean a carrier licensed to provide telecommunications services between points located in the same Exchange area.

X. Exchange Message Record (EMR) shall mean the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is described in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. document that defines industry standards for Exchange Message Records, which is hereby incorporated by reference.

Y. ITORP Transit Service Traffic shall have the meaning set forth in Section I above titled "Scope".

Z. Independent Telephone Company shall mean any entity other than BA which, with respect to its operations within the Commonwealth of Virginia, is an incumbent Local Exchange Carrier.

AA. Inter-Company Net Billing Statement shall mean the separate monthly financial reports issued by BA to the Exchange Carriers for settlement of amounts owed.

BB. IntraLATA Toll Originating Responsibility Plan (ITORP) shall mean the information system owned and administered by BA for calculating charges between BA and Local Exchange Carriers for termination of intraLATA calls.

CC. Interexchange Carrier (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA telephone toll services.

DD. Local Access and Transport Area (LATA) means a contiguous geographic area: (1) established before the date of enactment of the Telecommunications Act of 1996 by BA such that no Exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or state, except as expressly permitted under the AT&T Consent Decree; or (2) established or modified by BA after such date of enactment and approved by the Federal Communications Commission.

EE. Local Exchange Carrier (LEC) means any person that is engaged in the provision of Local Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 (c) of the Telecommunications Act of 1996, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term.

FF. Local Exchange Service means telecommunications services provided between points located in the same LATA.

GG. Meet -Point Billing (MPB) means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a switched access Local Exchange Service to one of the LECs' End Office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.

HH. Meet-Point Transit Service Traffic shall have the meaning set forth in Section 1, "Scope".

II. Message Records shall mean the message billing record in Exchange Message Record format.

JJ. Message Telecommunications Service (MTS) means message toll telephone communications, including Discounted Toll Services, between end users in different Exchange areas, but within the same LATA, provided in accordance with the schedules of charges, regulations and conditions specified in lawfully applicable tariffs.

KK. Minutes of Use (MOU) means the elapsed time in minutes used in the recording of Transit Service Traffic and 800/888 Service Traffic.

LL. Multiple Bill/Single Tariff means the MPB method whereby each LEC prepares and renders its own Meet Point Bill in accordance with its own tariff(s) for the portion of the jointly-provided Exchange Access service which the LEC provides.

MM. Multiple Exchange Carrier Access Billing (MECAB) means the document prepared by the Billing Committee of the Ordering and Billing Forum, which

functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, and published by Bellcore as Special Report SR-BDS-000983, which document contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA, and is incorporated herein by reference.

NN. Originating Company means the company which originates intraLATA MTS or Local Exchange Service on its system. (For compensation purposes, the Originating Company shall be considered the Terminating Company for 800/888 Service Traffic.)

OO. Terminating Company means the company which terminates intraLATA MTS or Local Exchange Service on its system where the charges for such services are collected by the Originating (or Billing) Company. (For compensation purposes, the Terminating Company shall be considered the Originating Company for 800/888 Service Traffic.)

PP. Third-Number Call shall mean a call billed to a subscriber's line-based billing number which is not the number to which the call either terminates or originates.

QQ. Transit Traffic shall refer to both ITORP Transit Service Traffic and Meet-Point Transit Service Traffic.

RR. Transiting Company shall mean a Local Exchange Carrier which transports intraLATA telecommunications traffic on its system between an Originating Company and a Terminating Company.

SS. Transport Facilities means the facilities from the End Office to an interconnection point used to originate or terminate switched intraLATA telecommunication services traffic.

SECTION III

SETTLEMENT OF TRANSIT SERVICES

(a) ITORP Transit Service Traffic.

(1) Call Routing and Recording; Billing Percentages. BA will route ITORP Transit Service Traffic over the combined local and toll trunk groups between BA and CLEC for those Independent Telephone Companies, Certified Local Exchange Carriers and wireless carriers who have either executed an IntraLATA Telecommunications Services Settlement Agreement with BA, or another agreement with BA setting forth the terms under which Transit Traffic will be

exchanged. BA and CLEC agree to designate the points of interconnection for the purpose of terminating ITORP Transit Service Traffic which originates from an Independent Telephone Company or wireless carrier and terminates to CLEC. Both parties further agree to develop and mutually agree to billing percentages applicable to ITORP Transit Service Traffic, which billing percentages shall be calculated in accordance with ITORP guidelines.

(2) Exchange of Billing Data. The Originating Company will provide to BA all billing data relating to ITORP Transit Service Traffic for processing in ITORP within thirty(30) days from the date the usage occurs (to the extent usage occurs on any given day) for traffic originating from an Independent Telephone Company or wireless carrier, which traffic transits BA's facilities and terminates to CLEC.

(3) Billing. BA will, on behalf of CLEC, bill Exchange Carriers and wireless carriers for intraLATA ITORP Transit Service Traffic, and collect compensation due CLEC based on CLEC's established and legally-approved tariffed or negotiated rates utilizing ITORP. The charges set forth in Attachment A, attached hereto and incorporated herein by reference, shall apply to the billing and collection services provided by BA to CLEC hereunder. CLEC will record the ITORP Transit Service Traffic usage at its switch, and shall bill BA for this traffic in accordance with the rates set forth in the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996, dated as of June 13, 1997, by and between BA and CLEC.

(b) Meet-Point Transit Service Traffic.

(1) Call Routing and Recording; Billing Percentages. BA and CLEC will route their respective Meet-Point Transit Service Traffic over the combined local and toll trunk groups between them. BA and CLEC agree to designate the points of interconnection for the purpose of terminating Meet-Point Transit Service Traffic which originates from a CLEC and terminates to CLEC, or originates from CLEC and terminates to a CLEC, Independent Telephone Company, or a wireless carrier. Both parties further agree to develop and file mutually agreed to billing percentages applicable to Meet-Point Transit Service Traffic in the National Exchange Carrier Association F.C.C. Tariff No. 4, which billing percentages shall be calculated in accordance with MECAB guidelines.

(i) End Offices Subtending BA Access Tandem. Meet-Point Transit Service Traffic will be routed over the local and toll interconnection facilities used to terminate similar traffic directly between BA and CLEC when the Originating and Terminating Company's End Office switches subtend BA's Access Tandem. BA will record this traffic at the BA Access Tandem, and forward the terminating call records to the Terminating Company for purposes of Meet-Point Billing.

(ii) End Offices That Do Not Subtend a BA Access Tandem. When the Originating and/or the Terminating Company's End Office switches do not subtend BA's Access Tandem, the Meet-Point Transit Service Traffic must be routed over interconnection facilities other than those used to terminate

intraLATA MTS or Local Exchange Service to BA's end users The Terminating Company will record this traffic at its Access Tandem and forward the terminating call records to BA for Meet-Point Billing purposes.

(iii) Special Access. Upon request, any Meet-Point Service Transit Traffic may be routed over special access interconnection facilities between CLEC, on the one hand, and a CLEC, an Independent Telephone Company, or a wireless carrier, on the other.

(2) Exchange of Billing Data. All billing data exchanged hereunder will be exchanged on magnetic tape or via electronic data transfer, to be delivered at the addresses set forth below, using the Electronic Message Record format. BA will provide to CLEC the switched-access detail usage data (category 1101XX records) on magnetic tape within thirty (30) days from the date the usage occurs (to the extent usage occurs on any given day) for traffic originating from a CLEC, transiting BA's facilities and terminating to CLEC, and CLEC will provide to BA the switched access summary usage data (category 1150XX records) on a magnetic tape on a monthly basis within thirty (30) days of receipt from BA of the switched access detail usage data referenced above.

(3) Billing. BA and CLEC will submit to CLECs separate bills under their respective tariffs for their portion of jointly-provided Meet-Point Transit Service Traffic. With respect to Meet-Point Transit Service Traffic, BA and CLEC will exchange billing data and render bills under Multiple Bill/Single Tariff arrangements in accordance with the applicable terms and conditions set forth in MECAB.

(4) Addresses. Magnetic tapes to be sent hereunder to CLEC will be sent to the following address (which address CLEC may change upon prior written notice to BA):

_____

_____

_____

_____

Magnetic tapes to be sent hereunder to BA will be sent to the following address(es), as appropriate (which address(es) BA may change upon prior written notice to CLEC):

_____

_____

_____

_____

SECTION IV

800/888 SERVICE

800/888 Service Traffic will be exchanged among BA, CLEC, Independent Telephone Companies, CLECs and wireless carriers via CCS/SS7 trunks, and all will deliver/route these calls as appropriate and provide EMRs to the Terminating Company. These EMRs will, per industry standards, include the following: Category 01 (800/888 number subscriber billing), Category 08 (copy record/local exchange charges), and Category 11 (interexchange carriers access records).

(a) Delivery of Translated 800/888 Number Queries and calls over CCS/SS7 links and trunks. BA and CLEC will launch their own 800/888 Number Query for 800/888 Service Traffic originated in their networks, and route this traffic to each other, as appropriate, utilizing existing local and toll interconnection facilities.

(b) Exchange of Records; Compensation. All 800/888 Service Traffic hereunder shall be subject to the appropriate access charges, as set forth in the applicable tariffs. In addition, for jointly provided intraLATA 800/888 Service Traffic between two Local Exchange Carriers, the Originating Company is responsible for billing its tariffed 800/888 Number Query charge to the Terminating Company. CLEC, when acting as an Originating Company, must submit to BA, via magnetic tape(s) in EMR format, (i) the information necessary to bill/settle intraLATA charges (EMR Category 110125), and (ii) the usage charges applicable to the terminating 800/888-number service subscriber (EMR Category 010125).

(c) Settlement. EMR records submitted by CLEC hereunder acting as an Originating Company, as contemplated in Paragraph (b) above, will be processed in accordance with ITORP. For purposes of calculating the access charges due Local Exchange Carriers with respect to 800/888 Service Traffic, the Originating Company shall be deemed the Terminating Company. Access charges payable hereunder shall be calculated in accordance with Section VI of this Agreement, as applicable.

(d) Payment of Amounts Outstanding. Upon receipt of the Inter-Company Net Billing Statement from BA, CLEC shall, within thirty (30) days of invoice, remit to BA full payment of amounts owed under the Inter-Company Net Billing Statement.

SECTION V

ALTERNATELY BILLED CALLS

(a) Responsibilities of the Billing Company. The Billing Company agrees to provide the Earning Company with billing services, as specified below, with respect to Alternately Billed Calls.

(1) Billing. Upon receipt of the appropriate Message Record from CMDS, the Billing Company shall include this record in the bill to be issued to the end user responsible for payment. The Earning Company shall also submit copies of these Message Records to BA, at least once a month, in order to determine monthly settlement amounts for both the Billing Company and the Earning Company which will be reflected in the Inter-Company Net Billing Statement. These amounts will reflect any and all applicable charges due the Billing Company for performing billing services hereunder. In addition, as applicable, the Inter-Company Net Billing Statement will reflect any amounts owed by CLEC to BA for administering and processing ITORP.

(2) Payment of Amounts Outstanding. Upon receipt of the Inter-Company Net Billing Statement from BA, CLEC shall, within thirty (30) days of invoice, remit to BA full payment of amounts owed under the Inter-Company Net Billing Statement.

(b) Responsibilities of the Earning Company. In connection with Alternately Billed Calls, the Earning Company shall provide Message Records to the Billing Company on a daily basis to the extent that any usage has been recorded. These Message Records will be delivered by the Earning Company to the Billing Company via the CMDS system, unless otherwise agreed to by the parties hereto.

(c) Fees for Settlement of Alternately Billed Calls. The billing services provided by the Billing Company to the Earning Company with respect to Alternately Billed Calls shall be subject to the applicable charges set forth in Attachment A, which charges will be reflected in the Inter-Company Net Billing Statement. These charges may be revised upon mutual written agreement of the parties hereto.

SECTION VI

CALCULATION OF COMPENSATION

BA and CLEC agree to compensate each other with respect to Transit Services Traffic and 800/888 Service Traffic in accordance with the terms established below, and the rate elements set forth in Attachments A and B, attached hereto and incorporated herein by reference.

(a) Compensation due to the Terminating/Transiting Company. Compensation due to the Terminating Company/Transiting Company will be determined separately for each month as follows:

(1) For Carrier Common Line facilities provided by the Terminating Company, an amount calculated as specified for Carrier Common Line Facilities in the Terminating Company's Exchange Access Tariff. Compensation will be determined by multiplying a) the Terminating Company's Carrier Common Line rate, times b) the MOU.

(2) For End Office facilities provided by the Terminating Company, an amount calculated as specified for End Office facilities in the Terminating Company's Exchange Access

Tariff. Compensation will be determined by multiplying a) the Terminating Company's appropriate Exchange Access End Office rate elements, times b) the MOU.

(3) For Transport facilities, where these facilities are provided by the Terminating Company, or a Transiting and Terminating Company, an amount calculated in accordance with the following steps:

(i) Determine the Terminating Company's airline miles from the End Office which serves the Terminating Company's end user to the Terminating Company's Access Tandem switching facility and/or to the interconnection point with the Transiting Company(ies).

(ii) Determine the Transiting Company's airlines miles from the interconnection point with the Terminating Company to the Transiting Company(ies) Access Tandem switching facility and/or to the interconnection point with the Originating Company.

(iii) Determine the sum of the total airline miles by adding (i) and (ii) above.

(iv) Divide the Terminating Company's airline miles determined in (i) preceding by the total airline miles determined in (iii) preceding, to determine the ratio of local transport miles provided by the Terminating Company.

(v) Divide the Transiting Company's airline miles determined in (ii) preceding by the total airline miles determined in (iii) preceding, to determine the ratio of local transport miles provided by the Transiting Company.

(vi) Identify the rates set forth in the Exchange Access Tariff for either the Terminating Company or Transiting Companies, or both, as appropriate, which rates are applicable to Transport Facilities.

(vii) Multiply the ratio determined in (iv) preceding, times the rate calculated in (vi) preceding, times the MOU, and add the amount set forth in (ix) below to determine the amount due the Terminating Company.

(viii) Multiply the ratio determined in (v) preceding, times the rate calculated in (vi) preceding, times the MOU, and add the amount set forth in (ix) below to determine the amount due the Transiting Company.

(ix) To the extent the Exchange Access Tariffs of the Terminating or Transiting Company, or both, provide for the payment of a fixed transport charge to be assessed with respect to a terminating location (End Office or toll switch), multiply this charge times the chargeable MOU.

(4) For 800/888 Number Query facilities, provided by the Originating Company, an amount calculated as specified for query facilities in the Originating Company's

Exchange Access Tariff. Compensation will be determined by multiplying a) the Originating Company's query rate, times b) the number of queries.

(5) For Local Call Termination facilities, provided by the Terminating Company, an amount calculated as specified for local call termination facilities in the Terminating Company's applicable Tariff or Agreement. Compensation will be determined by multiplying a) the Terminating Company's local call termination rate, times b) the MOU.

SECTION VII

ITORP ADMINISTRATION AND RESPONSIBILITIES

(a) Responsibilities of BA. BA shall:

1. Operate and maintain the ITORP system.

2. Provide the requirements and standards for ITORP records and tapes.

3. Inform CLEC of any proposed change in tape creation or distribution process at least sixty (60) days prior to the actual implementation of the change.

4. Develop and implement all system enhancements required to maintain the integrity of BA's ITORP system.

5. Process ITORP tapes received from CLEC, or its agent, during the next available billing cycle.

6. Review and analyze daily pre-edit reports to determine if a tape is acceptable for ITORP processing; provided, however, that CLEC is not absolved, as the Originating Company, from its responsibility to conform to ITORP input requirements.

7. Communicate with CLEC, or its agent, to resolve the problems with tapes which are identified as being unacceptable for ITORP processing.

8. Create and/or maintain all ITORP tables.

9. Include the monthly compensation due to and from CLEC as identified by ITORP on the Inter-Company Net Billing Statement. The compensation includes 800/888 Service Traffic and Alternately Billed Services traffic.

10. If requested by CLEC to perform the Clearing House function; settle with all local Exchange Carriers, via the Inter-Company Net Billing Statement,

for ITORP Transit Service Traffic, 800/888 Service Traffic and Alternately Billed Calls originating from and/or terminating to CLEC.

11. Distribute monthly ITORP reports.

(b) Responsibilities of CLEC. CLEC shall:

1. Compensate BA for the administration and processing of ITORP as specified in Attachment A.

2. Notify BA Exchange Carrier Services staff in writing of any changes in its rates affecting ITORP tables, as specified in Attachment A, thirty (30) days prior to the effective date of any such changes.

3. Notify BA Exchange Carrier Services staff in writing of any network changes, such as changes in traffic routing, sixty (60) days prior to the implementation of the change in the network.

4. Conform to BA's ITORP record requirements and standards.

5. CLEC or its designated agent will forward the Exchange Message Records to BA, in a timely manner for processing.

6. Inform the BA Exchange Carrier Services staff in writing of any proposed changes in the Exchange Message Record creation or distribution process at least sixty (60) days prior to the actual implementation of the change.

7. Reimburse BA for compensating other local Exchange Carriers on behalf of CLEC, as reflected in the Inter-Company Net Billing Statement.

(c) Fees. Compensation for the administration and processing of ITORP will be due BA on a monthly basis, based on the number of messages processed in ITORP for CLEC. The processing and administrative fees are set forth in Attachment A. These fees may be revised by BA, at its discretion and upon notice to CLEC, based on periodic studies conducted by BA, and CLEC hereby agrees to be bound by such revised rates. A minimum monthly processing fee, as specified in Attachment A, will be assessed when CLEC's monthly ITORP processing charges are below the stated minimum monthly charge.

SECTION VIII

LIABILITIES

In the event of an error on the part of BA in calculating or settling any compensation amounts hereunder, CLEC's sole remedy and BA's only obligation shall be to re-calculate the

compensation amount, and to the extent any amounts are owed to or owed by CLEC, such amounts will be reflected as an adjustment in the next Inter-Company Net Billing Statement. In the event any records are lost or destroyed, BA and CLEC will jointly estimate the charges due to either party hereunder as follows:

(1) Total the compensation paid for the most recent six (6) months period preceding the month covered by the lost or destroyed tapes with respect to the following types of traffic (but only to the extent records for that particular type of traffic are lost of destroyed): ITORP Transit Service Traffic, Meet-Point Transit Service Traffic, 800/888 Service Traffic or Alternately Billed Calls.

(2) Divide the total determined in (1) preceding, by 180 days.

(3) Multiply the compensation per day determined in (2) preceding, by the number of days covered by the lost or destroyed tapes. The calculated amount will be included as an adjustment for lost or destroyed tapes in the next Inter-Company Net Bill Statement.

BA shall have no liability whatsoever, including any related access charges, with respect to any lost, damaged or destroyed records submitted hereunder by CLEC. In addition and to the extent applicable, BA's liability under this Agreement and/or in connection with the settlement, payment and/or calculation of any amounts due hereunder shall be limited as set forth in the applicable tariffs. BA shall have no obligation or liability with respect to any billing, settlement or calculation-of-compensation errors or omissions, including without limitation the duty to re-calculate any compensation amounts reflected in the Inter-Company Net Billing Statement, if such error or omission occurred more than two (2) years prior to the time in which it is brought to BA's attention in writing. Without limiting the foregoing, in no event shall either party hereto be liable for consequential, incidental, special or indirect damages (including without limitation loss of profit or business) hereunder whether such damages are based in tort (including, without limitation, under any theory of negligence), contract breach or otherwise, and even if said party knew or should have known of the possibility thereof.

SECTION IX

RELATIONSHIP OF THE PARTIES

Nothing herein contained will be deemed to constitute a partnership or agency relationship between the parties. Each party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other party. Neither party nor any personnel furnished by such party will be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of and supervision over its own performance of the obligations under this Agreement, and retains full control over

the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations, including without limitation all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. In addition, each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of that party's obligations hereunder.

SECTION X

TERM AND TERMINATION

(a) Term - Upon execution by all parties hereto, this Agreement shall become effective as of the date first shown on Page 1 of this Agreement, and shall remain in effect until terminated by either party in accordance with paragraphs (b), (c), (d), or (e) below.

(b) Termination for Breach - Either party may, upon prior written notice to the other party, terminate this Agreement in the event the other party is in default or breach of this Agreement and such breach or default is not corrected within thirty (30) days after the breaching party has been notified of same.

(c) Termination for Convenience - Upon six (6) months written advance notice to the other party, either party may terminate this Agreement.

(d) Acts of Insolvency - Either party may terminate this Agreement or any portion thereof, effective immediately, by written notice to the other party, if said other party (1) applies for or consents to the appointment of or the taking of possession by receiver, custodian, trustee, or liquidation of itself or of all or a substantial part of its property; (2) becomes insolvent; (3) makes a general assignment for the benefit of creditors; (4) suffers or permits the appointment of a receiver for its business or assets; (5) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, voluntarily or otherwise; or (6) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee, or liquidation of itself or of all or a substantial part of its property, or its reorganization, or dissolution.

(e) Termination of Interconnection Agreement. Unless otherwise agreed to by the parties hereto in writing, in the event that the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of June 13, 1997, by and between BA and CLEC expires without being renewed, or expires or is terminated and no other interconnection agreement has been entered into by BA and CLEC, then this Agreement shall be deemed terminated effective on the date the aforesaid Interconnection Agreement expires or is terminated.

SECTION XI

NETWORK CONFIGURATION

Each party shall provide six (6) months advance written notice to the other party of any network configuration that may affect any of the services or compensation contemplated under this Agreement, and the parties hereto agree to use reasonable efforts to avoid service interruptions during any such network change.

SECTION XII

CONSTRUCTION AND EFFECT

All services contemplated under this Agreement are provided in accordance with any and all applicable regulatory requirements and effective tariffs filed with and approved by the appropriate federal and/or state regulatory bodies, as these tariffs and requirements may be modified from time to time. To the extent there is a conflict between the terms of any said tariff or regulatory requirement and this Agreement, the terms of the tariff or the regulatory requirement shall prevail. However, to the extent not in conflict with the provisions of the applicable tariffs or regulatory requirements, this Agreement shall supplement the tariffs or regulatory requirements, and it shall be construed to the fullest extent possible in harmony with such tariffs or regulatory requirements.

SECTION XIII

MISCELLANEOUS

(a) Headings. Headings used in this Agreement are for reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(b) Notices. All notices, requests, demands, or other communications required or permitted hereunder shall be in writing, shall be deemed delivered (1) on the date of delivery when delivered by hand, (2) on the date of transmission when sent by electronic mail or facsimile transmission during normal business hours with telephone confirmation of receipt, (3) one (1) day after dispatch when sent by overnight courier maintaining records of receipt, or (4) three (3) days after dispatch when sent by registered mail, postage prepaid, return-receipt requested, all addressed as follows (or at such other addresses as shall be given in writing by either party to their other):

If to BA:	Address:	1320 N. Court House Road, 9th Floor Arlington, VA 22201
	Attn.:	Manager-Local Interconnection
	Facsimile:	703 974 2188
	Telephone:	704 974 4614
If to CLEC:	Address:	
	Attn:	
	Facsimile:	
	Telephone:	

(c) Successors; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall be construed to create any rights enforceable by any other person or third party. This Agreement may not be assigned by either party (except by BA to an affiliate or successor in interest) without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(d) Waiver. No waiver of any right or term hereof shall be effective unless in a writing executed by the waiving party. No waiver of any right or privilege hereunder shall operate as a waiver of any subsequent or similar right or privilege.

(e) Modifications. This Agreement may be modified or amended only by a written agreement executed by the parties hereto.

(f) Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

(g) Severability. If any term, provision, paragraph or clause of this Agreement or any application thereof shall be held invalid or unenforceable in any particular jurisdiction, the remainder of this Agreement and any other application of such term, provision, paragraph or clause shall not be affected thereby in such jurisdiction (where such remainder or application shall be construed as if such invalid or unenforceable term, provision, paragraph or clause has not been inserted), and this Agreement and such application of such term, provision, paragraph or clause shall not be affected in any other jurisdiction.

(h) Contingency. Neither party will be held liable for any delay or failure in performance of this Agreement from any cause beyond its control and without its fault or negligence including but not limited to acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, wars, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances, unusually sever weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

(i) Governing Law. Except as otherwise expressly provided herein, this Agreement shall be interpreted, construed and governed by the laws of the Commonwealth of Virginia, without regard to conflict of law provisions.

(j) Confidentiality. Unless by mutual agreement, or except to the extent directed by a court of competent jurisdiction, neither party shall disclose this Agreement or the terms hereof to any person other than such party's affiliates or such party's officers, employees and consultants, who are similarly bound hereby. This paragraph shall not prevent the filing of this Agreement with a state or federal commission having jurisdiction over the parties hereto if such filing is required by rule or order of that commission; provided, however, that the parties hereto shall jointly request that the Agreement be treated as confidential by that commission to the extent permitted under the commission's regulations and procedures. Each party hereto must maintain the confidentiality of all message, billing, traffic, and call records, traffic volumes and all other material information and data pertaining to the traffic covered by this Agreement and the carriers and end users associated with such traffic.

(k) Remedies under Law. All remedies available to the parties hereto under the terms of this Agreement shall be in addition to, and not by way of limitation of, any other rights that said parties may have at law or equity, none of which are hereby waived.

(l) Entire Agreement. This Agreement, including all Attachments and Schedules attached hereto, contains the entire agreement, and supersedes and voids any prior understanding, between BA and CLEC regarding the subject matter hereof.

In witness whereof, the undersigned parties have caused this Agreement to be executed on their behalf this _____ day of _____, 199_.

Witness:	CLEC
_____	By:
Witness:	Bell Atlantic - Virginia, Inc.
_____	By:

ATTACHMENT A

BASIS OF COMPENSATION

CHARGES FOR ADMINISTRATION OF ITORP AND ITORP PROCESSING

A. Bell Atlantic - Virginia, Inc. charges the following rates for providing ITORP services:

1. Administrative Charge (monthly) $100.00

   (includes Clearing House function)

2. Processing Charge Elements:

   a. Terminating Traffic (per message) $0.00190

   b. Minute/Message (per message) $0.00001

   c. 800/888 Message (per message) $0.00105

   d. Net Compensation (per message) $0.00001

   e. Collected Revenue Processing (per message) $0.00026

3. Minimum Monthly Processing Fee (monthly) $100.00

4. Alternately Billed Calls (per message) $0.0434

ATTACHMENT B

I.

Message Telecommunications Service - Terminating to CLEC

Rate Element	Billing Company
Carrier Common Line	CLEC
End Office	CLEC
Transport	Based on negotiated billing percentages (BIPs)

II.

800/888 - Terminating to or originating from CLEC Customers

Rate Element	Billing Company
Carrier Common Line	Originating Company
End Office	Originating Company
Transport	Based on negotiated billing percentages (BIPs)
Query	Originating Company

III.

Local Exchange - Terminating to CLEC

Rate Element	Billing Company
Local Call Termination Charge	CLEC
Transport	Based on negotiated billing percentages (BIPs)