B

PART B -- DEFINITIONS

"911 SERVICE" or "911" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"ACCESS SERVICE REQUEST" (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCIm and Verizon for local interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934, as amended.

"ADJUNCT EQUIPMENT" is peripheral equipment housing a database that interfaces with a switch and provides the switch with call processing instructions.

"ADVANCED INTELLIGENT NETWORK" (AIN) is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

"ADVANCED SERVICES" means high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data, graphics or video telecommunications using any technology.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" means to own an equity interest (or equivalent) of more than ten percent (10%), and "control" means the right to control the business decisions, management and policy of another entity.

"APPLICABLE LAW" means all applicable laws and government regulations and orders, including, but not limited to, the regulations and orders of the Federal Communications Commission and the Commission.

"AUTOMATED MESSAGE ACCOUNTING" (AMA) means the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

"AUTOMATIC LOCATION IDENTIFICATION" (ALI) is a proprietary database developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. MCIm will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number, if applicable.

"AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM" (ALI/DMS) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

"AUTOMATIC NUMBER IDENTIFICATION" (ANI) is a feature that identifies and displays the number of a telephone that originates a call.

"AUTOMATIC ROUTE SELECTION" (ARS) is a CENTREX service feature that provides for automatic selection of the least expensive or most appropriate toll transmission facility for each call based on criteria programmed into the system.

"VERIZON" means Verizon - Virginia, Inc.

"BINDER GROUPS" means the sub-units of a cable, usually in groups of 25 color-coded twisted pairs wrapped in colored tape within a cable.

"BRIDGE TAPS" means the unused sections of a twisted pair subtending the loop between the End User and the serving wire center or extending beyond the End User's location.

"BONA FIDE REQUEST" shall have the meaning set forth in Part A, Section [6].

"CAP" means a competitive access provider.

"CALLING PARTY NUMBER" (CPN) is a CCS parameter which refers to the number transmitted through the network identifying the calling party.

"CARRIER ACCESS BILLING SYSTEM" (CABS) is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTRAL OFFICE" or "CENTRAL OFFICE SWITCH" means a switching entity within the public switched network, including, but not limited to, End Office Switches and

Tandem Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (Combination Class 5/Class 4).

"CENTREX" means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

"CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"CLASS" (Bellcore Service Mark) -- Set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include automatic callback, automatic recall, caller ID, call trace, and distinctive ringing.

"CLEC" means a competitive local exchange carrier.

"COMBINATION" means the provision and interconnection by Verizon of two or more Network Elements ordered by MCIm, including, but not limited to, Loop/Transport or Network Element Platform (UNE-P). A Combination may consist of Network Elements that were or were not previously or currently combined or connected on Verizon's network.

"COMMISSION" means the Virginia State Corporation Commission.

"COMMON CHANNEL SIGNALING" (CCS) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"COMMON TRANSPORT" is as defined in Attachment III, Section [9].

"CONDUIT" means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

"CONFIDENTIAL INFORMATION" has the meaning set forth in Section [10] (Confidentiality) of Part A.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"CUSTOMER" is a person or entity to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers.

"DARK FIBER" is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber which may or may not have lightwave repeater (regenerator or optical amplifier) equipment interspliced, but which have no line terminating facilities terminated to these strands. Typical single wavelength transmission involves propagation of optical signals at single wavelengths (1.3 or 1.55 micron wavelengths). Dark Fiber may be located within an exchange between Customers, or between a Customer or a remote terminal and a Central Office, or between Central Offices.

"DEDICATED TRANSPORT" means the Verizon transmission facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by Verizon or requesting telecommunications carriers, or between switches owned by Verizon or requesting telecommunications carriers.

"DIGITAL SUBSCRIBER LINE" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service.

"DIGITAL SUBSCRIBER LINE ACCESS MULTIPLEXER" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signal (de-multiplexing); (iii) (for passband services) splits off voice (POTS) channel from the DSL channels for handoff to a voice switch or some other transmission media; or (iv) (for passband services) combines voice (POTS) channel onto the DSL channel for delivery to the end-user. The DSLAM must be located at the end of a copper loop nearest the serving wire center (e.g., in a Remote Terminal, Central office, or a Customer's premises).

"DIRECTORY ASSISTANCE" (DA) or "DIRECTORY ASSISTANCE SERVICES" provides Directory Listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

"DIRECTORY ASSISTANCE DATABASE" refers to the database containing subscriber records that is used by Verizon in its provision of live or automated operator-assisted directory assistance including 411, 555-1212, NPA-555-1212.

"DIRECTORY LISTINGS" (DL) refers to subscriber information, including name, address and phone numbers, that is published in any media, including traditional white/yellow page directories, specialty directories, CD ROM, and other electronic formats.

"DISCLOSER" means that Party which has disclosed Confidential Information to the other Party.

"DISTRIBUTION" provides connectivity between the NID component of Loop Distribution and the terminal block on the End User-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and an ILEC Central Office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of multiple distribution pairs onto one feeder pair); (ii) dedicated ("home run"); and (iii) interfaced ("cross-connected").

"EFFECTIVE DATE" is the date on which this Agreement is approved by the FCC or deemed approved under the Act.

"END OFFICE SWITCH" or "END OFFICE" is a Central Office Switch (Class 5) used to connect subscriber station loops for the purpose of connecting to each other and to trunks.

"ENHANCED 911 SERVICE" (E911) means a telephone communication service which will automatically route a call dialed "911" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"EXCHANGE ACCESS" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of telephone toll services.

"EXCHANGE MESSAGE RECORD SYSTEM" (EMR) means the system used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"FOC" means firm order confirmation.

"ITC" means an independent telephone company.

"INCLUDING" means "including, but not limited to."

"INSIDE WIRE" is all Loop plant owned by Verizon or one of its Affiliates on end-user customer premises as far as the point of demarcation defined in Section 68.3 of the FCC's rules, including the Loop plant near the end-user customer premises.

"INTERIM NUMBER PORTABILITY" (INP) is an interim service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving End Office Switch. INP is provided by the means identified in Attachment VII, Section [2].

"INTEREXCHANGE CARRIER" (IXC) means a provider of interexchange Telecommunications Services.

"LINE INFORMATION DATABASE" (LIDB) is a SCP database that provides for such functions as calling card validation for telephone line number cards issued by ILECs and other entities and validation for collect and billed-to-third services.

"LINE STATUS VERIFICATION/VERIFICATION AND CALL INTERRUPT" (LSV/VCI) means an operator-to-operator call in which the originating operator, on behalf of an end user, inquires as to the busy status of, or requests an interruption of, a call on a Telephone Exchange Service.

"LOCAL INTERCONNECTION" is the interconnection of the networks of the Parties for the exchange of Local Traffic and other traffic, in accordance with the requirements of 47 U.S.C. Section 251, and other Applicable Law.

"LOCAL NUMBER PORTABILITY" (LNP) is a long-term service arrangement whereby users of Telecommunications Services may retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"LOCAL RESALE" is as defined in Attachment II.

"LOCAL SWITCHING" (also known as Circuit Switching) is the Network Element that provides MCIm the ability to use switching functionality in a Verizon end office switch, including all vertical services, features, functions, and capabilities of a switch.

"LOCAL TRAFFIC" is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes traffic directed to information service providers.

"LOOP" means a transmission facility between a distribution frame, or its equivalent, in a Verizon central office or wire center, and the loop demarcation point at an end-user customer premises, including inside wire owned by Verizon or one of Verizon's Affiliates. The Loop includes all features, functions, and capabilities of this transmission facility including, but not limited to, dark fiber, attached electronics (except those electronics used for provision of advanced services, such as DSLAMs), and line conditioning. When Verizon provides MCIm with a Loop, MCIm will have exclusive use of this Loop element. The Loop may be used to provide modes of transmission that include, but are not limited to, two-wire and four-wire analog voice-grade transmission, and two-wire and four-wire transmission of ISDN, ADSL, HDSL, and DS1, DS3, fiber, and other high capacity signals.

The "LOOP CONCENTRATOR/MULTIPLEXER" is the Network Element that does one or more of the following:

(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

(b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

(c) aggregates a specified number of signals or channels to fewer channels (concentrating);

(d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

(e) in some instances performs electrical to optical (E/O) conversion.

"LOOP FEEDER" is the Network Element that provides connectivity between (i) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (ii) a Loop Concentrator/Multiplexer in a remote terminal and a termination point appropriate for the media in a Central Office.

"MCIm" means MCImetro Access Transmission Services of Virginia, Inc.

"MASTER STREET ADDRESS GUIDE" (MSAG) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to Verizon.

"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" (MECAB) refers to the document prepared by the Billing Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN" (MECOD) refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

"NATIONAL EMERGENCY NUMBER ASSOCIATION" (NENA) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"NETWORK ELEMENT" means a facility or equipment used in the provision of a Telecommunications Service, including features, functions and capabilities that are provided by means of such facility or equipment.

"NETWORK ELEMENT PLATFORM" or "UNE-P" means the Combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in Verizon's Central Office switch or in adjunct platforms, and (at MCIm's option) operator Systems and Directory Assistance without separately ordering or disconnecting and reconnecting any aspect of a Customer's service.

"NETWORK INTERFACE DEVICE" (NID) includes any means of interconnection of customer premises wiring to Verizon's Distribution plant, such as a cross connect device used for that purpose.

"NETWORK RATE DEMARCATION POINT" shall have the same meaning as "demarcation point" in 47 C.F.R. § 68.3.

"NON-DISCRIMINATORY" or "NON-DISCRIMINATORY BASIS" means (i) in the context of Network Elements, non-discriminatory as defined by the FCC; and (ii) in all other contexts, that the Party shall perform the obligation or provide the service in question on a non-discriminatory basis for all other Telecommunications Carriers (including, but not limited to, itself, its Subsidiaries or Affiliates, or any third party) and its customers, as required by Section 202(a) of the Act, and/or Section 251 of the Act, as applicable.

"NORTH AMERICAN NUMBERING PLAN" (NANP) means the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"NUMBERING PLAN AREA" (NPA) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX" or "NXX CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within the NANP.

"OCN" means operating company number.

"OPERATOR SERVICES" provides (1) operator handling for call completion (*e.g.*, collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (*e.g.*, credit card calls); and (3) special services (*e.g.*, LSV/VCI, Emergency Agency Call).

"OPERATOR SYSTEMS" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

"ORDERING AND BILLING FORUM" (OBF) means the entity which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PACKET SWITCH" is a switch designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"PACKET SWITCHING" means the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

(a) The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

(b) The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(c) The ability to extract data units from the data channels on the loops; and

(d) The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

"PARITY" means the on a Non-Discriminatory basis.

"PARTY" means a party to this Agreement, either Verizon or MCIm; Parties means both Verizon and MCIm.

"PERCENT INTERSTATE USAGE" (PIU) is a calculation which represents the ratio of the interstate toll minutes to the sum of interstate and intrastate toll minutes between exchange carriers sent over Local Interconnection Trunks.

"PERCENT LOCAL USAGE" (PLU) is a calculation which represents the ratio of the Local Traffic minutes to the sum of Local Traffic and intrastate toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory Assistance, LSV/VCI, 900, 976, transiting calls from other carriers and switched access calls are not included in the calculation of PLU.

"POINT OF INTERCONNECTION" (POI) is the physical point of Interconnection that establishes the technical interface, test point and operational responsibility hand off between the Parties for the local Interconnection of their networks..

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PUBLIC SAFETY ANSWERING POINT" (PSAP) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RAO" means revenue accounting office.

"RATE CENTER" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Verizon (or MCIm) for its provision of Telephone Exchange Service. The "Rate Center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center area" is the exclusive geographic area identified as the area within which Verizon (or MCIm) will provide Telephone Exchange Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

"RECIPIENT" means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"RECIPROCAL COMPENSATION" refers to a reciprocal compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Traffic that originates on the network facilities of the other carrier.

"REMOTE TERMINAL" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User and Verizon's Central Office, where Loops are

aggregated and hauled to the Central Office or serving Wire Center using LCM and Transport. The Transport to the Central Office or serving Wire Center may be based on copper or fiber-based digital technologies and may be shared or dedicated. Use of remote terminals reduces the effective length of the Loop and is intended to improve service reliability.

"RESELLER" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another provider through the purchase wholesale priced services for resale to their end user subscribers.

"RIGHT OF WAY" (ROW) means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations, but does not include inside wire space or structures past the network demarcation point.

"STP" means signaling transfer point.

"SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.

"SERVICE AREA CONCEPT" (SAC) is the box where Verizon cross-connects the Loop Feeder and the Loop Distribution.

"SERVICE CONTROL POINT" (SCP) is as defined in Attachment III, Section [13].

"SHARED TRANSPORT" means the Verizon-provided transmission facilities shared by more that one carrier, including Verizon, between end office switches and Verizon tandem switches, and between tandem switches in Verizon's network. Where Verizon Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared transport. Shared Transport consists of Verizon inter-office transport facilities and is distinct and separate from Local Switching.

"SMALL EXCHANGE CARRIER ACCESS BILLING" (SECAB) means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"SPECIALIZED ROUTING" is as defined in Attachment III, Section [7.2.2].

"SPECIALIZED ROUTING NODE" is device that, based on the incoming ANI and the called number, will determine the proper routing for the call and either switch the call to

the appropriate Verizon Operator Services platform or to a designated Point of Interconnection in the originating LATA.

"SPECTRUM COMPATIBILITY" means the capability of two Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of crosstalk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purpose of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all loop lengths, model loops, or loss values within the requirements for the specific transmission system.

"STATE" means the Commonwealth of Virginia.

"SUBLOOP" means any portion of the Loop that is technically feasible to access at terminals in Verizon's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within, including, but not limited to, the pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the Loop Feeder/Distribution interface.

"SWITCH" -- See Central Office Switch.

"TANDEM OFFICE SWITCHES" are Class 4 switches, which are used to connect and switch trunk circuits between and among End Office switches and other tandems.

"TANDEM SWITCHING" is as defined in Attachment III, Section [14].

"TARIFF" means any generally available schedule of terms, conditions, prices and fees by which Verizon or MCIm offers Telecommunication Services for sale to individuals, including subscriber agreements, special offerings and the like.

"TECHNICALLY FEASIBLE" is as defined by the FCC. Interconnection, access to unbundled Network Elements, Collocation, and other methods of achieving interconnection or access to unbundled Network Elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an ILEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An ILEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such

interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATIONS CARRIER" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier only to the extent that it is engaged in providing Telecommunications Services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. This definition includes Commercial Mobile Radio Service providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and information services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international Telecommunications for a fee directly to the public.

"TELECOMMUNICATIONS SERVICE" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"TELEPHONE EXCHANGE SERVICE" means (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of Switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"WAVE DIVISION MULTIPLEX" or "WDM" refers to a device used to combine optical signals at different wavelengths on to a single fiber strand. The combined signal is then transported over the fiber strand. For coarse WDM applications, one signal each at 1.3 micron and 1.55 micron wavelengths are combined. For dense WDM applications, many signals in the vicinity of 1.3 micron wavelength and/or 1.55 micron wavelength are combined.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more

Central Offices, used for the provision of Telephone Exchange Services and exchange Access Services, are located. However, for purposes of collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

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ATTACHMENT I

PRICE SCHEDULE

Section 1. General Principles

[Issue No. IV-30, open 11/12/01]

1.1 Unless otherwise provided in this Agreement, all rates and discounts provided under this Agreement shall remain in effect for the term of this Agreement unless modified by order of the FCC, Commission, or a court of competent jurisdiction reviewing an order of the FCC or Commission, as the case may be. To the extent that rates set forth in Table 1 below reference existing Verizon or MCIm Tariffs, those rates shall follow the referenced Tariffs. The rates or discounts set forth in Table 1 below shall be replaced on a prospective basis (unless otherwise ordered by the FCC or the Commission) by rates or discounts as may be established and approved by the Commission or FCC and, if appealed, as may be ordered at the conclusion of such appeal. Such new rates or discounts shall be effective immediately upon the legal effectiveness of the court, FCC, or Commission order requiring such new rates or discounts. Within thirty (30) days after the legal effectiveness of the court, FCC, or Commission order establishing such new rates or discounts and regardless of any intention by any entity to further challenge such order, the Parties shall sign a document revising Table 1 and setting forth such new rates or discounts, which revised Table 1 the Parties shall update as necessary in accordance with the terms of this Section.

[Issue No. IV-31, resolved]

1.2 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms, conditions, and rates of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section [4.9] of this Attachment. In addition, terms and conditions for routing such traffic between the Parties shall be as set forth in this Agreement.

[Issue No. IV-32, open 11/12/01]

1.3 Unless otherwise agreed, MCIm shall pay only the rates set forth in Table 1 for the services it purchases under this Agreement. Verizon shall pay for all of the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to provide the services set forth in this Agreement and priced in Table 1, and shall recover

all such costs through the rates set forth in Table 1. Rates for services not yet identified in Table 1, but subsequently developed pursuant to the Bona Fide Request process or services identified in Table 1, but modified by regulatory requirements, shall be added as revisions to Table 1 when agreed between the Parties.

[Issue No. IV-32, open 11/12/01]

1.4 On a monthly (or other mutually agreeable) basis, Verizon shall provide MCIm a revised copy of Table 1 to this Attachment I reflecting price changes ordered by the Commission or FCC since the last version of Table 1. Verizon shall provide such revised Table 1 in electronic (Microsoft Word or Excel) format on diskette or CD-ROM, and include the USOC codes, alpha-numeric descriptions, unit price, and recurring or non-recurring indicators for each item. MCIm and Verizon shall use such revised Table 1 to amend this Attachment I as set forth in Section [1.1].

Section 2. [Intentionally Left Blank]

[Issue No. IV-33, resolved Section 3 – see Resale Attachment]

Section 3. [Intentionally Left Blank]

[Issue No. IV-11, open 11/12/01]

Section 4. Interconnection and Reciprocal Compensation

4.1 General

4.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIm and Verizon will be classified as Local Traffic, intraLATA Toll Traffic, Transit traffic or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local service areas for the purposes of providing Telecommunications Services to its own Customers.

4.1.2 Usage Measurement

4.1.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

4.1.2.2 Each Party shall include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, where available.

4.1.2.3 Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.

4.1.2.4 Measurement of minutes of use over Interconnection trunk groups must be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

4.1.2.5 MCIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. Verizon shall be responsible for measuring the jurisdiction of this traffic based on their own terminating call records and the CPN MCIm passes on these calls. In the event MCIm chooses to deliver both types of traffic over the same traffic exchange trunks, desires application of the local call transport and termination rates, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Local Usage ("PLU") information to Verizon as set forth in Section [7.5] of Attachment IV. In the event MCIm includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, MCIm will provide Percent Interstate Usage ("PIU") to Verizon as set forth in Section [7.5] of Attachment IV. Verizon shall have the same options, and to the extent it avails itself of them, the same obligations, to provide PIU and PLU information to MCIm. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and PIU information cannot reasonably be determined, the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.

[Issue No. VI-3(D), resolved]

4.1.3 **[Intentionally Left Blank]**

[Issue No. IV-35, open 11/12/01]

4.2 Compensation for the Termination of Local Traffic

4.2.1 Reciprocal Compensation for Local Traffic

4.2.1.1 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.

[Issue Nos. IV-35 & I-6, open 11/12/01]

4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes most traffic directed to information service providers, but does not include traffic to Internet Service Providers.

[Issue Nos. IV-35 & III-5, open 11/12/01]

4.2.1.3 Rates for transport and termination of Local Traffic must be symmetrical. For the purposes of this Section [4.2], symmetrical means that the rates MCIm charges Verizon for the transport and termination of Local Traffic equals the rates Verizon charges MCIm for the same services.

4.2.1.4 The Parties shall bill each other the following rates for the transport and termination of Local Traffic.

4.2.1.4.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.

4.2.1.4.1.1 The rate for common transport is set forth in Table 1 of this Attachment I. For the purposes of this Section [4.2], both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.

4.2.1.4.1.2 Where MCIm's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCIm shall also charge Verizon for tandem switching in accordance with this Section.

4.2.1.4.2 Termination – compensation for the switching of Local Traffic at the terminating Party's end office Switch, or equivalent facility provided by MCIm.

4.2.1.4.2.1 The rate for local switching is set forth in Table 1 of this Attachment I.

[Issue No. VI-3(E), resolved]

4.3 [Intentionally Left Blank]

[Issue No. VI-3(F), resolved – addressed under issue VI-1(C)]

4.4 [Intentionally Left Blank]

[Issue No. IV-11, open 11/12/01]

4.5 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, or PLU in order to determine the jurisdiction of the traffic.

4.6 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

[Issue No. IV-1, open 11/12/01]

4.8 Compensation for the Completion of Transit Traffic

4.8.1 For calls that transit Verizon's network, whether they originate from MCIm and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCIm, and transit Verizon's network, MCIm requires Verizon to make arrangements directly with that third party for any compensation owed in connection with such calls on MCIm's behalf.

4.8.1.1 When MCIm requires Verizon to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCIm's behalf, Verizon shall compensate MCIm for such calls terminating to MCIm

using MCIm's rates as described herein, and charge MCIm for such calls terminating to that third party as if such calls had terminated in Verizon's network, using Verizon's rates as described herein.

4.8.2 If MCIm deals directly with a third party LEC, CLEC or CMRS provider, neither Party will charge the other for such traffic. The Parties shall instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.

[Issue No. IV-37, open 11/12/01]

4.9 Compensation for the Termination of Meet Point Traffic

4.9.1 The Parties shall establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via Verizon's Access Tandem Switches, in accordance with the Meet Point Billing guidelines (adopted by and either contained in, or upon approval to be added in the future to, the OBF's MECOD and MECAB documents, and as otherwise agreed to by the Parties and modified herein or, as appropriate, filed in the Parties applicable tariffs.)

4.9.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Switched Access tariffs.

4.9.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and Verizon is the Subsequent Billing Company ("SBC"). The actual rate values for each element shall be the rates contained in each Party's respective Switched Access tariff.

4.9.4 The Parties shall maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Meet Point Billing percentages.

4.9.5 As detailed in MECAB and in this Agreement, the Parties shall, in accordance with accepted time intervals, exchange all information

necessary to accurately, reliably and promptly bill IXCs for jointly provided Switched Access Services via the Meet Point Billing arrangement. Information must be exchanged in Exchange Message Interface ("EMI") format, on cartridge or via a mutually acceptable electronic file transfer method, at no charge.

4.9.6 Meet Point Billing also applies to all jointly provided traffic bearing the 800-like Toll Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. (When Verizon performs 800-like Toll Free Service database queries, Verizon will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.)

4.9.7 The Parties agree to coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

4.9.8 (Errors may be discovered by MCIm, the IXC, or Verizon.) Each Party agrees to make a good faith effort to provide the other Party with notification of any discovered errors within two business days after discovery but, notwithstanding no later than thirty (30) days.

4.9.9 In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within ten (10) days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.

4.9.10 The Parties shall provide each other with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB. This information shall be exchanged on a one time basis with updates as necessary.

4.9.11 Verizon shall provide to MCIm its Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten days of the recording date. Subsequently, at a mutually agreed upon time frame, Verizon shall provide MCIm the category 1101XX records via electronic data transfer, e.g. CONNECT:Direct, on a daily basis, within ten days of the recording date.

4.9.12 Initially, MCIm shall provide to Verizon its Switched Access Detail Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten days after the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCIm shall provide Verizon the category 1150XX records via electronic data transfer, e.g., CONNECT:Direct, on a monthly basis, within ten days after the last day of the billing period.

4.9.13 When Verizon records Verizon intraLATA 800 usage on behalf of MCIm, Verizon shall send MCIm the category 1101XX records for such traffic in addition to the other category 1101XX records.

4.9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCIm's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, Verizon will be liable to MCIm for the amount of lost revenue. In the rare event that cat 11-01 or cat 11-05 records are not exchanged between the Parties, both Parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the Parties will work cooperatively to provide estimates to the other Party, to facilitate the billing to the IXCs.

4.9.15 If category 1150XX records are not submitted by MCIm in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, MCIm will be liable to Verizon for the amount of lost revenue.

4.9.16 To the extent applicable, all rate elements will be billed in accordance with each Party's respective Switched Access Tariffs.

4.9.17 Interconnection for the Meet Point Billing arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

4.9.18 Audits under this Section [4.9] shall be conducted as set forth in the Audit provisions of the General Terms and Conditions (Part A) of this Agreement.

4.9.19 In the event MCIm determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable MCIm to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the MCIm Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the meet point billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

a / (a + b) = MCIm Billing Percentage

and

b / (a + b) = Verizon Billing Percentage

where:

a = the airline mileage between MCIm Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

4.9.20 MCIm shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of MCIm's delivery of notice to Verizon, Verizon

and MCIm shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

Section 5. Intentionally Left Blank

[Issue No. VI-1(J), resolved]

Section 6. Section 271

6.1 If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service irrespective of the pricing requirements of Section 251 and 252 of the Act.

[Issue No. VI-1(K), resolved]

Section 7. Regulatory Review of Prices

7.1 Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

[Issue No. I-5, open 11/12/01]

Section 8. Compensation for ISP-Bound Traffic

8.1 This section is intended to implement the FCC's ISP Remand Order for any period in which both the ISP Remand Order and this Agreement are in effect. The terms used in this Section 8 shall have the same meaning as those terms are used in the ISP Remand Order. Additionally, as used in this Agreement, the term "ISP-bound Traffic" shall have the same meaning as the term is used in the ISP Remand Order.

8.2 The Parties agree to pay each other for delivering ISP-bound Traffic and section 251(b)(5) traffic in accordance with the terms and conditions of this section 8. For purposes of this section 8, ISP-bound Traffic and section 251(b)(5) local traffic shall be identified in accordance with the provisions of Section 8.4 below.

8.3 The information access rates described in Sections 8.3.2. for the delivery of ISP-bound Traffic shall apply only if: (a) Verizon requests that ISP-bound Traffic be treated at the rates specified in the ISP Remand Order; (b) Verizon offers to exchange all traffic subject to the reciprocal compensation provisions of section 251(b)(5) with LECs, CLECs, and CMRS providers, at these information access rates; and (c) Verizon has paid all passed due amounts owed on WorldCom's delivery of ISP-bound Traffic prior to June 14, 2001. If Verizon does not comply with these conditions, then the rate for the delivery of ISP-bound Traffic shall be the rate for reciprocal compensation set forth in Table 1 of this Attachment.

8.3.1 The reciprocal compensation rates shown in Table 1 apply to the exchange of all section 251(b)(5) traffic.

8.3.2 Information Access Rates. For the period beginning on June 14, 2001 and ending on December 13, 2001, the Party delivering ISP-bound Traffic will bill the Party originating this traffic an information access rate of $.0015 per minute of use (MOU). To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the Party delivering ISP-bound Traffic will bill the Party originating this traffic an information access rate of $.001 per MOU. To the extent that this Agreement remains in effect, beginning on June 14, 2003, and ending on June 13, 2004, the Party delivering ISP-bound Traffic will bill the Party originating this traffic an information access rate of $.0007 MOU. The ISP Remand Order specifies that, in the event the FCC does not take further action within the final period during which the $.0007 per MOU information access is applicable to ISP-bound Traffic, that period will be extended until the FCC takes such further action. The Parties agree that the $.0007 per MOU information access rate will continue in effect for ISP-bound Traffic beyond June 13, 2004, if the FCC fails to take such further action by that date, to the extent this Agreement remains in effect during such period.

8.4 Identification of ISP-bound Traffic and 251(b)(5) local traffic. Traffic that originates on Verizon's network, that MCIm delivers to its customers, and that is in excess of a ratio of 3:1 of all of the local MOU that originates on MCIm's network for delivery by Verizon to Verizon's customers is presumed to be ISP-bound Traffic. The Parties further agree that such traffic that MCIm delivers for Verizon which is not in excess of a ratio of 3:1 of all of the MOU that Verizon's delivers for MCIm shall be billed by MCIm at the reciprocal compensation rates contained in Table 1 to this Attachment.

8.4.1 The Parties agree that (a) MOU originated by MCIm over interconnection trunks between MCIm's local switches and Verizon's local network, and (b) MOU originated by MCIm over the Network Element Platform (UNE-P) leased from Verizon shall be included for purposes of the 3:1 ratio calculation described in Section 8.4.

8.4.2 The 3:1 ratio will be computed by using the billing Party's recordings of calls originated from and terminating to its customers. When such recordings are unavailable from the facilities of the billing Party, call records supplied to the billing Party may be used for the ratio computation.

8.5 Demand or Minutes of Use Cap. For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, the information access rates set out in Section 8.3.2 shall be billed by MCIm to Verizon on ISP-bound Traffic for MOU only up to a ceiling equal to, on an annualized basis, the number of ISP-bound minutes originated on Verizon's network and delivered by MCIm during the first quarter of 2001, plus a ten percent growth factor. For ISP-bound Traffic exchanged during the year 2002, and to the extent this Agreement remains in effect during that year, the information access rates set out in Section 8.3.2 shall be billed by MCIm to Verizon on ISP-bound Traffic for MOU only up to a ceiling equal to the number of ISP-bound minutes originated on Verizon's network and delivered by MCIm for the year 2001, plus a ten percent growth factor. For ISP-bound Traffic exchanged during the year 2003, and to the extent this Agreement remains in effect during that year, the information access rates set out in Section 8.3.2 shall be billed by MCIm to Verizon on ISP-bound Traffic for MOU only up to a ceiling equal to the number of ISP-bound minutes terminated by Verizon to MCIm for the year 2002.

8.6 Reservation of Rights. The terms of Sections 8.3, 8.3.2, Table 1 (rate schedule), 8.4, 8.4.1, and 8.4.2 may be voided by either Party, upon written notice to the other party, if any legislative, regulatory, or judicial action, rule, or regulation modifies, reverses, vacates, or remands the ISP Remand Order, in whole or in part. If these Sections become void as provided herein, then: (a) ISP-bound Traffic shall be deemed section 251(b)(5) traffic under this Agreement, retroactive to the effective date of this Agreement; (b) any compensation that would have been due under this Agreement since its effective date for the exchange of ISP-bound Traffic shall immediately be due and payable; and (c) the Parties shall immediately begin the exchange of ISP-bound Traffic that was subject to the ISP Remand Order on the same terms, conditions, and rates as they exchange section 251(b)(5) traffic.

8.7 "ISP-bound Traffic" shall have the same meaning as is used in the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 & 99-68, FCC 01-131, released April 27, 2001 ("ISP Remand Order").

[Issue No. IV-36, open 11/12/01]

Table 1

VERIZON VIRGINIA AND MCIm

DETAILED SCHEDULE OF ITEMIZED CHARGES

[Note: As used in this Table 1 the phrase "APPROVED RATE" signifies recurring and/or non-recurring rates that need to be updated to reflect the actual rates established and approved by the Virginia State Corporation Commission and as superceded by the FCC in this arbitration proceeding. WorldCom and Verizon should finalize this table accordingly sometime before this Agreement is submitted to the FCC for approval.]

A. Verizon Services, Facilities, and Arrangements:

	Verizon Service	Non-recurring	Recurring
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	APPROVED RATE	
1.b.	Collocation and related services for Interconnection at Verizon End Office, Tandem Office, or Serving Wire Center	APPROVED RATE	
1.c.	Tandem transit arrangements (for Interconnection between MCIm and local carriers other than Verizon)(IXCs subtending/MPB arrangements excluded)	APPROVED RATE	APPROVED RATE
1.d.	911 Interconnection	APPROVED RATE	
1.e.	Directory assistance Interconnection	APPROVED RATE	APPROVED RATE

	Verizon Service	Non-recurring	Recurring
1.f.	Operator Services (call completion) Interconnection	APPROVED RATE	
2.a.[1]	Poles	APPROVED RATE	APPROVED RATE
2.b.	Ducts Innerducts	APPROVED RATE	APPROVED RATE
2.c.	Conduits	APPROVED RATE	APPROVED RATE
2.d.	Right of Way	APPROVED RATE	APPROVED RATE
3.	UNE-Platform (UNE-P)	APPROVED RATE	Aggregate of recurring charges for all Network Elements composing UNE-Platform
4.a	Local loop transmission Unbundled Local Loop Element and cross-connect to Basic Links		
	2 Wire Analog Loops (POTS Loops)	APPROVED RATES	APPROVED RATES
	4 Wire Analog Loops	APPROVED RATES	APPROVED RATES
	ISDN Loops	APPROVED RATES	APPROVED RATES
	DS-1 Loops	APPROVED RATES	APPROVED RATES
	4W Premium Loop	APPROVED RATES	APPROVED RATES
	2 Wire Customer Specified Signaling	APPROVED RATES	APPROVED RATES
	4 Wire Customer Specified Signaling	APPROVED RATES	APPROVED RATES

[1] The rates set forth in 2.a, 2.b, 2.c, and 2.d of this Table are subject to revision by the FCC and/or the Commission in accordance with Section 224 of the Act.

	Verizon Service	Non-recurring	Recurring
	2 Wire ADSL and 2 Wire HDSL Loops	Same rates as 2 Wire Analog Loops	Same rates as 2 Wire Analog Loops
	4 Wire HDSL Loops	Same rates as 4 Wire Analog Loops	Same rates as 4 Wire Analog Loops
	Standard Digital Loops		
	2 Wire ADSL compatible Loops (up to 12K feet)	See rates for 2 Wire ADSL Loops	See rates for 2 Wire ADSL Loops
	2 Wire ADSL compatible Loops (up to 18K feet)	See rates for 2 Wire ADSL Loops	See rates for 2 Wire ADSL Loops
	2 Wire HDSL compatible Loops (up to 12K feet)	See rates for 2 Wire HDSL Loops	See rates for 2 Wire HDSL Loops
	4 Wire HDSL compatible Loops (up to 12K feet)	See rates for 4 Wire HDSL Loops	See rates for 4 Wire HDSL Loops

	Verizon Service	Non-recurring	Recurring
	Digital Designed Loops		
	2 Wire ADSL compatible Loop (up to 12K feet) with Bridged Tap removal	**See rates for 2 Wire ADSL Loops**	**See rates for 2 Wire ADSL Loops**
	2 Wire ADSL compatible Loop (up to 18K feet) with Bridged Tap removal	**See rates for 2 Wire ADSL Loops**	**See rates for 2 Wire ADSL Loops**
	2 Wire Digital Designed Metallic Loop (18K up to 30K feet) Non-loaded with Bridged Tap options	**See rates for 2 Wire ADSL Loops**	**See rates for 2 Wire ADSL Loops**
	2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	**See rates for 2 Wire ADSL Loops**	**See rates for 2 Wire ADSL Loops**
	2 Wire HDSL compatible Loop (up to 12K feet) with Bridged Tap removal	**See rates for 2 Wire HDSL Loops**	**See rates for 2 Wire HDSL Loops**
	4 Wire HDSL compatible Loop (up to 12K feet) with Bridged Tap removal	**See rates for 4 Wire HDSL Loops**	**See rates for 4 Wire HDSL Loops**
	Coordinated cutover	**APPROVED RATES**	**Not Applicable**

	Verizon Service	Non-recurring	Recurring
	Cross Connects	APPROVED RATES	APPROVED RATE
4.b.	Special construction charges	APPROVED RATE	
4.c.1	Service Technician Charges (Maintenance Service Charges) (service technician work on unbundled loops outside of the central office)	APPROVED RATE	
4.c.2	Central office technician charges	APPROVED RATE	
5.a.	Trunk Side local transport DS-1 trunks	APPROVED RATE	
5.b.	Trunk Side local transport DS-3 trunks	APPROVED RATE	
5.c	Mid-span meet arrangements	APPROVED RATE	
5.d	Common or shared Transport	APPROVED RATE	APPROVED RATE

	Verizon Service	Non-recurring	Recurring
6.a	Local switching POTS Unbundled Switching Element PBX, CENTREX, ISDN Unbundled Switching Element POTS, PBX, CENTREX Unbundled Switch Port (including all vertical features) ISDN Unbundled Switch Port (including all vertical features)	APPROVED RATES	APPROVED RATES
6.b	Tandem Switching	Not Applicable	APPROVED RATE
7	Network Interface Device	APPROVED RATES	APPROVED RATE
8.a.	911 service (data entry; database maintenance)	APPROVED RATE	
8.b.	Directory Assistance Data	Per Section [6.1.7] of Attachment VIII of this Agreement	Per Section [6.1.7] of Attachment VIII of this Agreement
8.c.	Operator call completion	APPROVED RATE	
9.a.	White Pages and Yellow Pages (business only) directory listings	APPROVED RATE	APPROVED RATE
9.b.	Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to MCIm per separate arrangement	
9.c.	Additional listings, changes to listings, non-listed, non-published	APPROVED RATES	APPROVED RATES
10.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No charge	

	Verizon Service	Non-recurring	Recurring
11.a	SS7 Interconnection	APPROVED RATE	APPROVED RATE
11.b	LIDB Interconnection	APPROVED RATE	APPROVED RATE
11.c	800/888 data base Interconnection	APPROVED RATE	APPROVED RATE
12.a	Interim Number Portability	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.	
12.b	Pass-through of access charges under INP arrangement	Not Applicable	In accordance with Attachment VIII, Section [3.1.5]
13.	Local Dialing Parity	No charge	
14.a	Reciprocal call termination Local traffic delivered to Verizon Interconnection Point	Not Applicable	APPROVED RATES
14.b	Access charges for termination of intrastate and interstate toll traffic		Per Verizon's interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)

15.a	Local Resale[2]	Percentage discount from price in retail Tariff[3]	
15.b	Resale of retail Telecommunications Services where MCIm does not use Verizon's Operator Services	APPROVED RATE	
15.c	Resale of retail Telecommunications Services where MCIm uses Verizon's Operator Services	APPROVED RATE	
16.a	Access to Provisioning OSS		Included in Ordering
16.b.	Billing - CD-ROM		APPROVED RATE
16.c	Billing; Daily Usage File Existing Message Recording		APPROVED RATE

[2] Excludes telecommunications services designated for wholesale, such as switched and special access, promotional offerings of 90 days or less, all in accordance with Attachment II of this Agreement and Applicable Law. Surcharges and Taxes shall be collected and remitted by MCIm and Verizon in accordance with Section [31] of Part A. End user common line charges shall be collected by MCIm and remitted to Verizon.

[3] Pending the development of line-item discounting, Verizon will apply the wholesale discount to the ''bottom-of-the-bill" . The Parties further agree to correct and true-up any errors in the discounts applied on these bills within 90 days of each bill due date.

16.d	**Billing; Daily Usage File Delivery** **Data Tape** **Network Data Mover** **CMDS**	**APPROVED RATES**	**APPROVED RATES**
16.e	**Billing; Daily Usage File Transport**[4] **9.6 kb Communications Port** **56 kb Communications Port** **256 kb Communications Port** **T1 Communications Port** **Line Installation** **Port Set-up** **Network Control Programming Coding**	**APPROVED RATES**	**APPROVED RATES**

[4] Not applicable if Network Data Mover connectivity has previously been established, and existing facilities are adequate to support transmission of Daily Usage File data; therefore, not applicable to MCIm. If additional facilities are required to support transmission of Daily Usage File data, rates TBD.

17	**Customized Routing** **To MCIm Platform** **To Verizon Platform for Re-Branding** **Customized Routing Transport**	**"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.** **See sections 1 & 5 of Table 1 above.**	**"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.** **See sections 1 & 5 of Table 1 above.**

B. MCIm Services, Facilities, and Arrangements:

	MCIm Service	Non-recurring	Recurring
1.a	Interim Number Portability through co-carrier call forwarding	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.	
1.b	Pass-through of access charges under INP arrangement	Not Applicable	In accordance with Attachment VIII, Section [3.1.5].
2.	Local Dialing Parity	No charge	
3.a	Reciprocal call termination Local Traffic delivered to MCIm Interconnection Point	Not Applicable	APPROVED RATES
3.b	Access charges for termination of intrastate and interstate Toll Traffic		Per MCIm's interstate and intrastate access Tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
4.	All other MCIm services available to Verizon	Available at MCIm's tariffed or otherwise generally available rates or as agreed to by the Parties.	