12.0 RESALE - SECTIONS 251(C)(4) AND 251(B)(1)

12.1 Availability of Retail Services/Wholesale Rates for Resale

12.1.1 As and to the extent required by Applicable Law, Verizon, directly or (at Verizon's option, in the case of Advanced Services -- as such term is defined by the FCC) through Verizon Advanced Data Inc. ("VADI"), a Virginia affiliate subject to Section 251(c) of the Act, will make available to AT&T, in accordance with Section 251(b) (1) of the Act, for resale, Verizon's Telecommunications Services (As Defined in the Act) (collectively, "Resold Services") subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and this Section 12; and, in the case of Advanced Services, VADI's federal and state tariffs (the "VADI Tariff")(as such tariffs are amended or otherwise in effect from time to time). The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make available such Resold Services at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A.

12.1.2 Verizon's obligation to provide a Resold Service to AT&T under this Agreement shall be limited to providing the Resold Service to AT&T where, and to the same extent, that Verizon provides such Verizon retail Telecommunications Service to Verizon's own end user retail Customers. AT&T shall comply with the provisions of this Agreement (including, but not limited to, Verizon's Tariffs) regarding resale or use of Resold Services, including, but not limited to, any restrictions on resale or use of such Services.

12.1.3 Without in any way limiting Section 12.1.2 above, (a) AT&T shall not resell residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business AT&T Customers and other nonresidential AT&T Customers), and (b) AT&T shall not resell Lifeline or other means-tested service offerings, or grandfathered or discontinued service offerings, to persons not eligible to subscribe to such service offerings from Verizon.

12.2 Customer Specific Offerings

To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to AT&T for resale pursuant to this Agreement will include a Verizon Telecommunications Service Customer specific contract service arrangement ("CSA")(such as a Customer specific pricing arrangement, or individual case based pricing arrangement or a special assembly of Telecommunications Services) that Verizon is providing to a Verizon Customer at the time the CSA is requested by AT&T. To the extent required by Applicable Law, Verizon shall, upon AT&T's reasonable written request, provide a redacted copy of CSAs that are in effect and not otherwise publicly available. For the avoidance of any doubt, the redaction of such CSAs will be only of the customer's name, address, telephone number and any other identifying information. In the event that the provision of the FCC order that is the basis for this Section 12.2 is modified or overturned, AT&T agrees to return all copies of documents provided by Verizon under

this Section 12 and to make no further use of the information contained in those documents, and Verizon shall have no further obligation to provide to AT&T redacted copies of CSAs or to file, or make publicly available, other related documents such as summaries of the prices, terms and conditions of CSAs, except as otherwise required under Applicable Law.

12.3 Availability of Branding for Resale

To the extent required by Applicable Law, upon request by AT&T and at prices, terms and conditions to be negotiated by AT&T and Verizon, Verizon shall provide Verizon Resold Services that are identified by AT&T's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Customer of Record

12.4.1 AT&T shall establish telephone numbers at which AT&T's customers may communicate with AT&T and shall make reasonable efforts to advise AT&T's Customers who may wish to communicate with AT&T of these telephone numbers.

12.4.2 Verizon employees who are reasonably likely to communicate, either by telephone or face-to-face, with AT&T's Customers of Resold Services during the service provisioning or maintenance processes shall receive or have received such training as reasonably necessary for those employees to conform to the requirements of this Agreement with regard to their contact with AT&T Customers.

12.5 Discontinuance of Verizon Services

To the extent required by Applicable Law, where Verizon discontinues a Verizon Resold Service, AT&T shall be subject to the same limitations and rights (e.g. if Verizon allows for any transition or grandfathered period) that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

12.6 Facilities

12.6.1 Verizon or its suppliers shall retain all right, title and interest in, and ownership of, all facilities, equipment, software, information, and wiring, used to provide Resold Services. Verizon shall have access at all reasonable times to AT&T and AT&T Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Resold Services. AT&T shall, at AT&T's expense, obtain any rights and authorizations necessary for such access.

12.6.2 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by AT&T or AT&T Customers for use with Resold Services.

12.7 Responsibility For Charges

12.7.1 AT&T shall be responsible for and pay all charges for any Resold Service provided by Verizon to AT&T, if the Resold Service is ordered, activated or used by AT&T, an AT&T Customer, or another person.

12.7.2 In addition to the charges for Resold Services, AT&T agrees to pay any charges for Telecommunications Services, facilities, equipment, software, wiring, or other services or products, provided by Verizon, or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by AT&T, AT&T Customers or other persons, through, by means of, or in association with, Resold Services provided by Verizon to AT&T.

12.7.3 AT&T agrees to indemnify, defend and hold Verizon harmless from, any charges for Telecommunications Services, facilities, equipment, software, wiring, or other services or products, provided by persons other than Verizon that are ordered, activated or used by AT&T, AT&T Customers or other persons, through, by means of, or in association with, Resold Services provided by Verizon to AT&T.

12.7.4 Without in any way limiting AT&T's obligations under Section 12.7.1, Section 12.7.2 and Section 12.7.3, AT&T shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, end user common line charges, carrier selection and change charges (PIC change charge), and the Presubscribed Interexchange Carrier Charge applicable to Reseller AT&T Customers who have not presubscribed to an interexchange carrier for long distance services associated with Resold Services provided by Verizon to AT&T.

12.7.5 Upon request by AT&T, Verizon will provide for use on resold Verizon dial tone lines purchased by AT&T such Resold Service call blocking services as Verizon provides to Verizon's own end user retail Customers, where and to the extent Verizon provides such call blocking services to Verizon's own end user retail Customers.

12.8 Services Not Covered By This Section

12.8.1 Any Telecommunications Services, facilities, equipment, software, wiring, or other services or products (including, but not limited to, Telecommunications Services, facilities, equipment, software, wiring, or other services or products, interconnected or used with Resold Services provided, or to be provided, by Verizon to AT&T) provided, or to be provided, by Verizon to AT&T, which are not subscribed to by AT&T under this Agreement, must be subscribed to by AT&T separately, pursuant to other written agreements (including, but not limited to, applicable Verizon Tariffs). AT&T shall use and pay for any Telecommunications Services, facilities, equipment, software, wiring, or other services or products, provided, or to be provided, by Verizon to AT&T, which are not subscribed to by AT&T under this Agreement, in accordance with such other written agreements (including, but not limited to, applicable Verizon Tariffs).

12.8.2 Notwithstanding any other provision of this Agreement, Section 12 does not apply to the purchase by AT&T of the following Verizon services and products:

except as expressly stated elsewhere in this Agreement, exchange access services as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16) (including, but not limited to, primary interLATA toll carrier and primary intraLATA toll carrier choice or change); Verizon Answer Call, Verizon Answer Call Plus, Verizon Home Voice Mail, Verizon Home Voice Mail Plus, Verizon Voice Mail, Verizon Basic Mailbox, Verizon OptiMail Service, and other voice mail, fax mail, voice messaging, and fax messaging, services; Verizon Optional Wire Maintenance Plan; Verizon Guardian Enhanced Maintenance Service; Verizon Sentry I Enhanced Maintenance Service; Verizon Sentry II Enhanced Maintenance Service; Verizon Sentry III Enhanced Maintenance Service; Verizon Call 54 Service; Verizon Public Telephone Service; customer premises equipment; Verizon telephone directory listings offered under agreements or arrangements other than Verizon Tariffs filed with the Commission; and, Verizon telephone directory advertisements.

12.8.3 Notwithstanding any other provision of this Agreement, this Section 12 does not apply to the installation, inspection, maintenance, repair, removal, or use of any facilities, equipment, software, or wiring, located on AT&T's side of the Network Rate Demarcation Point applicable to AT&T and does not grant to AT&T or AT&T Customers a right to installation, inspection, maintenance, repair, or removal, by Verizon, or use, by AT&T or AT&T Customers, of any such facilities, equipment, software, or wiring.

12.8.4 Notwithstanding any other provision of this Agreement, this Section 12 does not apply to the purchase by AT&T of Audiotex Services (including, but not limited to, Dial-It, 976, 915 and 556 services) for resale to Audiotex Service providers or other information service providers. Notwithstanding the foregoing, AT&T shall pay, without discount, any charges for Audiotex Services (including, but not limited to, Dial-It, 976, 915 and 556 services) that are ordered, activated or used by AT&T, AT&T Customers or other persons, through, by means of, or in association with, Verizon Services provided by Verizon to AT&T. AT&T agrees to either bill and collect the charges for calls to such services by AT&T's local service Customers, or to block access to such calls. If AT&T elects to bill and collect charges for calls to tariffed Audiotex services (including Dial-It services) provided by Verizon or Verizon Customers, the Parties agree to negotiate a mutually acceptable agreement for the performance of such billing and collection.

12.8.5 Except as otherwise required by Applicable Law, Verizon reserves the right to terminate provision of services and products (including, but not limited to, Telecommunications Services and the services listed in Sections 12.8.2 and 12.8.3, above) to any person who ceases to purchase Verizon Retail Telecommunications Service dial tone line service from Verizon.

12.9 Telephone Numbers

12.9.1 AT&T's use of telephone numbers shall be subject to Applicable Law (including, but not limited to, the rules of the FCC, the North American Numbering Council, and the North American Numbering Plan Administrator), and the applicable provisions of this Agreement (including, but not limited to, this Section 12).

12.9.2 Subject to Sections 12.9.1 and 12.9.3, if an end user who subscribes to a Resold Service dial tone line from either AT&T or Verizon changes the Telecommunications Carrier from whom the end user subscribes for such dial tone line (including a change from Verizon to AT&T, from AT&T to Verizon, or from AT&T to a Telecommunications Carrier other than Verizon), after such change, the end user may continue to use with the dial tone line the telephone numbers which were assigned to the dial tone line by Verizon immediately prior to the change.

12.9.3 Verizon shall have the right to change the telephone numbers used by an end user if at any time: (a) the type or class of service subscribed to by the end user changes; (b) the end user requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the end user previously had service; or, (c) continued use of the telephone numbers is not technically feasible.

12.9.4 If service on a Resold Service dial tone line subscribed to by AT&T from Verizon under this Agreement is terminated, the telephone numbers associated with such dial tone line shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon end user retail Customers, AT&T, or Telecommunications Carriers other than Verizon and AT&T.

12.10 Additional Terms Governing Resale and Use of Verizon Services

12.10.1 AT&T shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services.

12.10.2 Resold Services may be purchased by AT&T under this Agreement only for the purpose of resale by AT&T as a Telecommunications Carrier providing Telecommunications Services, pursuant to Section 251(c)(4) of the Act, 47 U.S.C. § 251(c)(4). Verizon Telecommunications Services to be purchased by AT&T for other purposes (including, but not limited to, AT&T's own internal use) must be purchased by AT&T pursuant to separate written agreements, including, but not limited to, applicable Verizon Tariffs. AT&T warrants and agrees that AT&T will purchase Verizon Resold Services from Verizon under this Agreement only for the purpose of resale by AT&T as a Telecommunications Carrier providing Telecommunications Services, pursuant to Section 251(c)(4) of the Act, 47 U.S.C. § 251(c)(4).

12.10.3 Neither Verizon nor AT&T may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries or affiliates, regardless of whether or not such brand names are registered trademarks or servicemarks, without the other Party's written authorization. Notwithstanding the foregoing, Verizon shall not be required to remove (or remove references to) the brand name or logo "Verizon," "Bell Atlantic," or similar names or connotations of brand identifying Verizon or its parents, subsidiaries or affiliates from any items or services which it provides, except insofar as it is Verizon's obligation, pursuant to Applicable Law, to re-brand (with the AT&T identification) and except that

(x) Verizon shall not provide to AT&T's end user Customer a copy of its branded time and material rates authorization form, (y) to the extent Verizon provides a "left in dial tone" recording (applicable to inactive telephone lines that have access solely to 8YY, local business office or 911 service) it shall provide a statement that the end-user should contact its local service provider (without reference to Verizon) to activate service and (z) Verizon may include on the "no access" cards left by Verizon personnel at Customer premises responding to activation or maintenance service requests the following statement:

"Verizon was here.

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

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

12.10.4 AT&T shall not be eligible to participate in any Verizon plan or program under which Verizon end user retail Customers may obtain products or merchandise, or services which are not Telecommunications Services, in return for AT&T's trying, agreeing to purchase, purchasing, or using Telecommunications Services.

12.10.5 The wholesale discount rates provided for in Exhibit A, shall not be applied to:

12.10.5.1 Retail Prices that are in effect for no more than ninety (90) days;

12.10.5.2 Charges for services and products provided by Verizon that are not Telecommunications Services, including, but not limited to, exchange access services as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16);

12.10.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line charges, carrier selection and change charges, and Audiotex Service charges, and to the extent applicable, the Presubscribed Interexchange Carrier Charge applicable to AT&T Customers who have not presubscribed to an interexchange carrier for long distance services; and,

12.10.5.4 Any service or charge which the Commission, the FCC, or other governmental entity of appropriate jurisdiction, determines is not subject to a wholesale rate discount under 47 U.S.C. § 251(c)(4).

12.10.6 Verizon shall have the right to change the discounts provided for in Exhibit A, from time-to-time, to the extent such change is required, approved or permitted by Applicable Law, including, but not limited to, by regulation or order of the Commission, the FCC, or other governmental entity of appropriate jurisdiction.

12.10.7 If, prior to establishment of a Resold Service, AT&T cancels or changes its Order for the Resold Service, AT&T shall reimburse Verizon for the costs associated with such cancellation or changes as required by this Agreement (including, but not limited to, Verizon's Tariffs).

12.10.8 Verizon shall have the right to change the prices for those services provided by Verizon in association with Resold Services pursuant to this agreement (e.g., LIDB/BVS, Routing to Directory Assistance/Operator Services), from time-to-time, to the extent such change is required, approved or permitted by Applicable Law, including, but not limited to, by regulation or order of the Commission, the FCC, or other governmental entity of appropriate jurisdiction.

12.10.9 Alternate Billing to Third Numbers

12.10.9.1 Calls on Verizon resold Lines using Verizon's Operator Services. The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls carried by Verizon and originating or terminating over a Verizon line (a) which has been resold by AT&T pursuant to the terms of this Agreement and (b) for which Verizon is providing operator and directory assistance services.

12.10.9.1.1 In the case of a call which originates from an AT&T Customer being served by a resold line in the Verizon serving area (hereinafter "AT&T Customer Resold Line") which is charged to a retail Customer served by a Verizon line including a resold line in the Verizon serving area within Virginia (hereinafter "Verizon Virginia Serving Area"), Verizon shall record and process such call, and transmit to AT&T an unrated call record. AT&T shall rate such call for purposes of charging the retail Customer and send such rated record to Verizon or a resale carrier designated by Verizon in billable form for billing and collection purposes, at which point AT&T shall have no further responsibility for billing or collecting for such call for Verizon retail Customers. Verizon, for Verizon retail Customers only, shall pay AT&T for such call the billed amount less the billing and collection fee specified in Exhibit A. AT&T shall pay Verizon for the call at the wholesale discount rate set forth in Exhibit A as billed on the wholesale bill.

12.10.9.1.2 Verizon Originating Call charged to AT&T Customer. In the case of a call which originates from a Verizon retail Customer within Virginia and is charged to an AT&T Customer Resold Line, Verizon shall record and process such call and rate such call for purposes of charging AT&T's Customer. Verizon shall send such rated record to AT&T in billable form for billing and collection purposes, at which point Verizon shall have no further responsibility for billing or

collecting for such call. AT&T shall pay Verizon for such call the billed amount less the billing and collection fee specified in Exhibit A.

12.10.9.1.3 AT&T Originating Call charged to Other Carrier. In the case of a call which originates from an AT&T Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of Verizon Virginia Serving Area, Verizon may record and process such call and transmit to AT&T an unrated call record, at which point Verizon shall have no further responsibility for rating, billing, or collecting for such call. AT&T shall pay Verizon for such call at the wholesale discount rate set forth in Exhibit A as billed on the wholesale bill.

12.10.9.2 Calls on Verizon Resold Lines Not Using Verizon Operator Services. The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls carried by Verizon and originating or terminating over a Verizon line (a) which has been resold by AT&T pursuant to the terms of this Agreement and (b) for which Verizon is not providing operator and directory assistance services:

12.10.9.2.1 AT&T Originating Call Charged to Verizon Customer. In the case of a call which originates from an AT&T Customer Resold Line and is charged to a Verizon retail Customer within Verizon Virginia Serving Area, AT&T shall record and process such call at its OSPS and rate such call for purposes of charging Verizon's Customer and send such rated record to Verizon in billable form for billing and collection purposes, at which point AT&T shall have no further responsibility for billing or collecting for such call. Verizon shall pay AT&T for such call the billed amount less the billing and collection fee as specified in Exhibit A.

12.10.9.2.2 Verizon Originating Call charged to AT&T Customer. In the case of a call which originates from a Verizon retail Customer within Virginia and is charged to an AT&T Customer Resold Line, Verizon shall record and process such call and rate such call for purposes of charging AT&T's Customer. Verizon shall send such rated record to AT&T in billable form for billing and collection purposes, at which point Verizon shall have no further responsibility for billing or collecting for such call. AT&T shall pay Verizon for such call the billed amount less the billing and collection fee specified in Exhibit A.

12.10.9.2.3 AT&T Originating Call charged to Other Carrier. In the case of a call which originates from an AT&T Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of Verizon Virginia Serving Area, AT&T shall record and process such call.

12.10.9.3 Calls Billed to Verizon Resold Lines and Carried through CMDS and CATS. The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls billed through the Centralized Message Distribution System ("CMDS") and Calling Card and Third Number Settlement System ("CATS") and originating or terminating over a third company's line and charged

to a Verizon line which has been resold by AT&T pursuant to the terms of this Agreement.

12.10.9.3.1 Calls Carried through CMDS and CATS. For a call which originates and terminates outside of Verizon Virginia Serving Area and is charged to an AT&T Customer Resold Line, Verizon shall provide to AT&T the information and charges with respect to such call received from the out-of-region telecommunications carrier via the daily usage feed. Verizon shall have no further responsibility for rating, billing and collecting for such call. AT&T shall pay Verizon for such call an amount equal to the amount charged to Verizon through the CATS settlement process by such out-of-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with Exhibit A.

12.10.9.4 Administrative Matters

All other matters relating to the rating, billing, payments and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement.

12.10.10 E911/911 Services

12.10.10.1 Where and to the extent that Verizon provides E911/911 call routing to a Public Safety Answering Point ("PSAP") to Verizon's own end user retail Customers, Verizon will provide to AT&T, for resold Verizon Retail Telecommunications Service dial tone lines, E911/911 call routing to the appropriate PSAP. Verizon will provide AT&T Customer information for resold Verizon Retail Telecommunications Service dial tone lines to the PSAP as that information is provided to Verizon by AT&T where and to the same extent that Verizon provides Verizon end user retail Customer information to the PSAP. Verizon will update and maintain, on the same schedule that Verizon uses with Verizon's own end user retail Customers, for AT&T Customers served by resold Verizon Retail Telecommunications Service dial tone lines, AT&T Customer information in Verizon's E911/911 databases.

12.10.10.2 AT&T shall provide to Verizon the name, telephone number and address, of all AT&T Customers, and such other information as may be requested by Verizon, for inclusion in E911/911 databases. Any change in AT&T Customer name, address or telephone number information (including addition or deletion of an AT&T Customer, or a change in AT&T's Customer name, telephone number or address), or in other E911/911 information supplied by AT&T to Verizon, shall be reported to Verizon by AT&T within one (1) day after the change.

12.10.10.3 To the extent that it is necessary (whether as a requirement of Applicable Law or otherwise) for AT&T to enter into any agreements or other arrangements with governmental entities (or governmental entity contractors)

related to E911/911 in order for AT&T to provide Telecommunications Services, AT&T shall at AT&T's expense enter into such agreements and arrangements.

12.10.11 Routing to Directory Assistance and Operator Services

12.10.11.1 Upon request by AT&T, Verizon will provide to AT&T the capability of rerouting to AT&T's platforms directory assistance traffic (411 and 555-1212 calls) from AT&T Customers served by resold Verizon dial tone line service and operator services traffic (O+ and 0- intraLATA calls) from AT&T Customers served by resold Verizon dial tone line service.

12.10.11.2 A request for the rerouting service described in Section 3.1 must be made by AT&T (a) on a Verizon switch-by-Verizon switch basis, and (b) at least ninety (90) days in advance of the date that the rerouting capability is to be made available in an applicable Verizon switch.

12.10.12 LIDB/BVS

12.10.12.1 Upon request by AT&T, Verizon will maintain information (including calling card numbers and collect and bill to third party billing restriction notation) for AT&T Customers who subscribe to Resold Service dial tone line service, in Verizon's Line Information Database ("LIDB"), where and to the same extent that Verizon maintains information in Verizon's LIDB for Verizon's own end-user retail Customers.

12.10.12.2 If an end-user terminates Verizon retail Telecommunications Service dial tone line service provided to the end-user by Verizon and, in place thereof, subscribes to AT&T for Resold Service dial tone line service, Verizon will remove from Verizon's LIDB any Verizon-assigned telephone line calling card number (including area code) ("TLN") and Personal Identification Number ("PIN") associated with the terminated Verizon retail Telecommunications Service dial tone line service. The Verizon-assigned TLN and PIN will be removed from Verizon's LIDB within twenty-four (24) hours after Verizon terminates the Verizon retail Telecommunications Service dial tone line service with which the number was associated. AT&T may issue a new telephone calling card to such end-user, utilizing the same TLN, and the same or a different PIN. Upon request by AT&T, Verizon will enter such TLN and PIN in Verizon's LIDB for calling card validation purposes.

12.10.12.3 AT&T information which is stored in Verizon's LIDB will be subject, to the same extent as Verizon information stored in Verizon's LIDB, to access and use by, and disclosure to, those persons (including, but not limited to, Verizon) to whom Verizon allows access to information which is stored in Verizon's LIDB. AT&T hereby grants to Verizon and the persons to whom Verizon allows access to information which is stored in Verizon's LIDB, a royalty free license for such access, use and disclosure.

12.10.12.4 AT&T represents that the information provided by Reseller for inclusion in Verizon's LIDB will at all times be current, accurate and appropriate for use for billing validation services.

12.10.12.5 Upon request by AT&T, Verizon will provide to AT&T Verizon Billing Validation Service, in accordance with Verizon's Tariffs, for use by AT&T in connection with Resold Services purchased and provided by AT&T pursuant to this Agreement.

12.10.12.6 Information in Verizon's LIDB provided to AT&T shall be treated by AT&T as Confidential Information of Verizon pursuant to Section 28.5.

13.0 COLLOCATION -- SECTION 251(C)(6)

13.1 To the extent required by Applicable Law, Verizon shall provide Collocation for the purpose of facilitating AT&T's Interconnection with facilities or services of Verizon or access to unbundled Network Elements of Verizon, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to Verizon's applicable federal and state Tariffs as amended from time to time.

13.2 [Intentionally omitted]

13.3 In the course of implementing a Collocation project, Verizon shall:

(a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide AT&T with the relevant engineering requirements.

13.4 AT&T shall purchase Cross Connection to Verizon services or facilities as described in Verizon's applicable Tariffs.

13.5 AT&T agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.

13.6 Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY - SECTION 251(B)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.

14.2 Procedures for Providing LNP (Long-term Number Portability)

The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with Applicable Law from an end user customer and sends an LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable authorization.

14.2.2 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.

14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the 10-digit unconditional trigger feature where it is available. When Party A receives the porting request, the 10-digit unconditional trigger shall be applied to the customer's line no later than 11:59 p.m. (local time) on the business day preceding the scheduled port date and Party A shall leave the 10-digit unconditional trigger in place until 11:59 p.m. (local time) of the confirmed due date.

14.2.5 When the 10-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity. For the purposes of such coordination and in response to a specific Customer request for special handling where issues of public safety are involved, either Party may request weekend or off-business hour coordination of LNP. In such instances and subject to the limitations identified in Subsection 14.2.5.1 below, either Party, as applicable, will process LNP orders, port numbers during off-business hours on weekdays, Saturdays, and Sundays, and provide off-business hours technical and operational support to resolve problems that may occur during such coordinated number porting activity as it would do so for its own Customers that are similarly situated.

14.2.5.1 The availability of weekend and/or off-business hours coordination of LNP is subject to each of the following limitations:

(i) Weekend and/or off-business hour porting will only be considered on orders that require coordination, i.e., where no 10-digit unconditional trigger is deployed. Non-coordinated orders are not candidates for non-business hour porting.

(ii) Requests for weekend and non-business hour due dates on number portability orders must be negotiated in advance of submitting the LSR.

(iii) Both Parties shall maintain personnel to perform the tasks required during the weekend and off-business hour porting to which they agree, including the removal of the telephone number translations at a specified time and restoration of original service if the problems occur during the porting process.

(iv) Number porting may not be available certain hours on Sundays due to NPAC maintenance down time as reported by NPAC.

(v) If either Party schedules system maintenance during off-business hours that impacts the ability to complete the work involved for a scheduled porting event, such Party will advise the other of the system down time and reschedule the porting activity to a mutually agreeable date.

14.2.6 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local

Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

14.2.7 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.8 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.2.10 AT&T and Verizon may mutually agree to additional or different terms for the use of the LRN unconditional trigger.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, activated a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.4 Transition from Interim Number Portability (INP) to LNP

To the extent that, notwithstanding the foregoing, LNP is not available with respect to a particular Verizon Central Office, the Parties shall promptly negotiate in good faith terms and conditions governing the provision of Interim Number Portability with respect to such Central Office which shall apply until such time as LNP is available.

14.5 Pricing

Charges and rate application rules for LNP are set forth in Exhibit A.

15.0 DIALING PARITY -- SECTION 251(B)(3)

15.1 Verizon and AT&T shall each provide the other with Dialing Parity, and with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity, for Telephone Exchange Service, operator services, directory assistance, and directory listing information, with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(B)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements).

17.0 DATABASES AND SIGNALING

17.1 Subject to the terms and conditions set forth in Section 11.5A above, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs and the terms of this Agreement, and Interconnection and access to 8YY databases, LIDB, and any other necessary databases in accordance with existing Tariffs and the terms of this Agreement and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, AT&T shall comply with Verizon's SS7 certification requirements prior to establishing CCS interconnection with Verizon. Within a commercially reasonable period of time after AT&T requests the CCS certification requirements from Verizon with respect to a particular AT&T switch(es), Verizon shall provide AT&T with written updates identifying any material changes to Verizon's SS7 certification requirements since the last SS7 certification conducted by the Parties in the Verizon service territory.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Measured Internet Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS

Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. AT&T may order in-band multi-frequency (MF) wink start signaling for their trunk groups only where CCS signaling is not available. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party. MF and CCS signaling trunk groups may not be combined or receive traffic from each other.

17.3 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in their respective Interconnection responsibilities related to Signaling:

(a) The Telcordia Technologies document GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) provide a detailed description of current industry practices regarding CCS Network architecture, and defines specifications relating to CCS Network Interconnection.

(b) Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905) which describes Verizon's specific requirements in providing interface capabilities to ICNs (Interconnecting Networks, i.e., Interexchange, Independent, Reseller, etc.) for connecting to Verizon's CCS network for those capabilities and optional parameters which GR-905-CORE defines as being negotiable between a BOC and the ICN.

The Parties may also utilize other industry documents to assist each of them in their respective interconnection responsibilities related to Signaling.

17.4 Each Party shall charge the other Party rates for CCS signaling, 8YY and access to databases in accordance with the charges set forth in Exhibit A.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from Verizon to AT&T, or from AT&T to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. When a Customer changes its local service provider from AT&T to Verizon or from AT&T to a CLEC, where AT&T was providing service to the Customer through unbundled Local Switching, and the Customer does not retain its original telephone number, AT&T shall order the Referral Announcement from Verizon on behalf of the Customer. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its

own Customers for such service, for the time period required under Applicable Law, but in no event less than six (6) months after the date the Customer changes its telephone number in the case of business Customers and not less than thirty (30) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. The periods for referral announcement may be shorter if a number shortage condition is in effect for a particular NXX code and any such shorter periods are not precluded by Applicable Law.

18.2 Customer Contact, Coordinated Repair Calls and Misdirected Inquiries

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

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

18.2.3 AT&T and Verizon will employ the following procedures for handling misdirected repair calls:

18.2.3.1 AT&T and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

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

18.2.3.3 AT&T and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

18.2.4 In addition to section 18.2.3 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party's obligations under Subsection 27.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting either Party's obligations under Subsection 27.1, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. AT&T shall not access (including, but not limited to, through Verizon OSS as defined in Schedule 11), use, or disclose Customer Proprietary Network Information made available to AT&T by Verizon pursuant to this Agreement unless AT&T has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, AT&T represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. AT&T shall, upon reasonable request by Verizon, provide proof of such authorization (including a copy of any written authorization). In the event AT&T makes available an AT&T operations support system for access and use by Verizon, Verizon agrees that the same conditions that apply to AT&T in this Subsection 18.3.3 for accessing, using or disclosing Customer Proprietary Network Information made available

to AT&T shall apply to Verizon when accessing, using or disclosing CPNI made available to Verizon.

18.3.4 Verizon shall have the right to monitor and/or audit AT&T's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by Verizon to AT&T pursuant to this Agreement to ascertain whether AT&T is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. Verizon may exercise this right to audit once annually upon reasonable written notice to AT&T. Verizon may also employ such assistance as it deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement containing terms substantially similar to the terms in Section 28.5 of this Agreement. To the extent permitted by Applicable Law, the foregoing rights shall include, but not be limited to, the right to electronically monitor AT&T's access to and use of Customer Proprietary Network Information that is made available by Verizon to AT&T pursuant to this Agreement. The results of any audit and/or monitoring of AT&T's access to and/or use of CPNI pursuant to this Section 18.3.4 shall be subject to the confidentiality provisions (Section 28.5) of this Agreement and shall not be used by Verizon for any marketing purposes, except as permitted by Applicable Law.

18.3.5 At such time that AT&T provides access to AT&T Customer Proprietary Network Information, AT&T shall have the right to monitor and/or audit Verizon's access to and use and/or disclosure of AT&T's Customer Proprietary Network Information, on the same terms as provided in Section 18.3.4 above.

18.4 Cooperation With Law Enforcement

18.4.1 Each Party may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by each Party hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Neither Party shall have the obligation to inform the other Party nor the other Party's Customers of such law enforcement requests, except to the extent required by Applicable Law Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, either Party may take measures to prevent other LECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Neither Party will be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by that Party to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

18.4.2 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

18.4.3 Each Party shall provide the other Party with a Single Point of Contact ("SPOC") with whom to interface on a twenty-four (24) hour, seven (7) day a week basis on law enforcement issues. A Party may designate a SPOC at one or more centers that such Party utilizes for purposes of law enforcement inquiries.

18.4.4 Where one Party requests the assistance of the other Party in responding to a request from law enforcement authorities, the Parties shall cooperate in responding to such request to the extent permitted by Applicable Law.

18.5 Resolution of Annoyance/Harassing Calls

Each Party will work cooperatively and jointly with the other Party in resolving annoyance/harassing calls to a Party's Customer where the services or information of one or both Parties is needed to resolve the annoyance/harassing calls.

18.6 Customer Credit History

Nothing in this Agreement shall preclude disclosure between the Parties of information on end user customer credit histories consistent with Applicable Law.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Upon request, Verizon will provide certain directory services to AT&T in accordance with the terms as set forth herein. In this Section 19 of this Agreement, references to AT&T Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX code directly assigned to AT&T or is retained by AT&T on the Customer's behalf pursuant to Number Portability arrangements with Verizon or any other carrier within the geographic area covered in the relevant Verizon directory.

19.1 Directory Listings and Directory Distributions

19.1.1 Verizon will include, at such rates permitted by Applicable Law and as stated in Exhibit A, AT&T's Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), as well as in electronic directories in which Verizon's own customers are ordinarily included and directory assistance databases. Verizon will distribute such directories, at such rates permitted by Applicable Law and as stated in Exhibit A, to such Customers, in an identical manner in which it provides those functions for its own Customers. Listings of AT&T's Customers will be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Where required, AT&T will pay Verizon such rates permitted by Applicable Law and as stated

in Exhibit A for providing, as the case may be, for additional and foreign white page listings and other white pages services for AT&T's Customers. Verizon will not require a minimum number of listings per order.

19.1.2 Upon request by AT&T, Verizon will make available to AT&T a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to Verizon's own business offices.

19.1.3 AT&T shall provide Verizon with daily listing information on all new AT&T Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. AT&T will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with AT&T. Verizon will promptly provide AT&T with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable.

19.1.4 Verizon will accord AT&T's directory listing information the same level of confidentiality which Verizon accords its own directory listing information, and Verizon shall ensure that access to AT&T's directory listing information will be used solely for the purpose of providing directory services; provided, however, that should it determine to do so, Verizon may use or license information contained in its directory listings for direct marketing purposes so long as the AT&T Customers are not separately identified as such; and provided further that AT&T may identify those of its Customers that request that their names not be sold for direct marketing purposes, and Verizon will honor such requests to the same extent as it does for its own Customers.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of AT&T Customer listings. At AT&T's request, Verizon shall provide AT&T with a report of all AT&T Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon will process any corrections made by AT&T with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Verizon will provide appropriate advance notice of applicable close dates.

19.1.6 Verizon's liability to AT&T in the event of a Verizon error in or omission of a listing shall be the same as Verizon's liability to its own end user Customers for such errors in or omissions of listings; provided, however, that Verizon agrees to release, defend, hold harmless and indemnify AT&T from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever (hereinafter for purposes of this section, "Claims"), suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by AT&T if

such Claims are the proximate result of Verizon's gross negligence or willful misconduct; provided further that the foregoing indemnification shall apply only if and, to the extent that, AT&T's tariffs and Customer contracts contain limitation of liability provisions which, in the event of a Verizon or AT&T error in or omission of a directory listing, are the same in relevant substance as those contained in Verizon's tariffs, and AT&T has complied with the provisions of Section 24.3 of this Agreement..

19.1.7 AT&T will adhere to all practices, standards, and ethical requirements of Verizon with regard to listings, and, by providing Verizon with listing information, warrants to Verizon that AT&T has the right to place such listings on behalf of its Customers. Verizon will provide AT&T, upon request, a copy of the Verizon listings standards and specifications manual. AT&T agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by AT&T hereunder, except for any actions arising from Verizon's willful misconduct.

19.2 Service Information Pages

Verizon will include all AT&T NXX codes associated with the areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. AT&T's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when AT&T is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at AT&T's request, Verizon will include in the "Customer Guide" or comparable section of the applicable white pages directories: listings provided by AT&T for AT&T's installation; repair and customer service; and other local service oriented information (including appropriate identifying logo) as agreed to by the Parties. Such contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. AT&T will be responsible for providing the necessary information to Verizon by the applicable close date for the particular directory. Verizon will provide AT&T with the close dates and reasonable notice of any changes in said dates. Verizon shall not charge AT&T for inclusion of this local service oriented information, but reserves the right to impose charges on other information AT&T may elect to submit and Verizon may elect to accept for inclusion in Verizon's white pages directories.

19.3 Directory Publication

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

19.4 Other Directory Services

AT&T acknowledges that if AT&T desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

19.5 Directory Assistance (DA) and Operator Services (OS)

19.5.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS) and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement or a mutually acceptable amendment to this Agreement for such access.

19.5.2 AT&T shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11 and 20 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply except if the Parties agree in writing that other rates and charges shall apply or if the Commission issues an effective order that other rates and charges shall apply. In addition, the rates and charges set forth in Exhibit A shall be superseded, on a prospective basis (unless the Commission, the FCC or other governmental body of competent jurisdiction orders that such new rates or charges be applied on other than a prospective basis (e.g., retroactive true-up), in which case the Parties shall comply with the terms of such order, to the extent that it is effective), by any new rate or charge when such new rate or charge is required by any order of the Commission, the FCC or other governmental body of competent jurisdiction, approved by the Commission, the FCC or other governmental body of competent jurisdiction, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that AT&T may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements..

20.3 Notwithstanding any other provision of this Agreement, AT&T may not charge Verizon a rate higher than the Verizon rates and charges for the comparable services, facilities and arrangements, except if and, to the extent that, AT&T has demonstrated to Verizon's (or the Commission's or FCC's) satisfaction, that AT&T's cost to provide such AT&T services to Verizon exceeds the rates and charges for Verizon's comparable services (and the Commission or the FCC, as the case may be, has issued an unstayed order directing that Verizon pay the higher rate or charge).

20.4 If rates and charges for a service provided under this Agreement are not specified in this Agreement (including, without limitation, by the absence of such rates

and charges in a Party's Tariffs), the rates and charges for the service shall be as mutually agreed to by the Parties in writing, subject to the requirements, if any, of Applicable Law; provided, however, that if the Parties are unable to mutually agree to a rate or charge, the matter shall be subject to the dispute resolution provisions of this Agreement.

20.5 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 rates and charges for its services (including, but not limited to, a proceeding to change the rates and charges for its services, whether provided for in any of its Tariffs, in Appendix A or otherwise); and (b) with regard to the rates and charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such rates and charges and a refund of any amounts paid in excess of any rates and charges that are reduced).

20.6 Upon request by Verizon, AT&T shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if AT&T (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to AT&T by Verizon, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (i) a cash security deposit in U.S. dollars held in an account by Verizon or (ii) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to AT&T in connection with this Agreement. To the extent that Verizon opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such deposit held by Verizon at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. Verizon may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to AT&T in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a security deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve AT&T from compliance with Verizon's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the

discontinuance of service for nonpayment of any sums due to Verizon for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Each Party shall secure and maintain at its expense during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement (including, without limitation, its obligations set forth in Section 24 hereof) and all insurance and/or bonds required by Applicable Law. At a minimum and without limiting the foregoing covenant, each Party shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $2,000,000 combined single limit for each occurrence.

(b) Commercial Automobile Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of $1,000,000 per occurrence,

(c) Excess Liability, in umbrella form, with limits of at least $10,000,000 for each occurrence.

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

21.2 AT&T shall name Bell Atlantic Corporation and Verizon as additional insureds on the foregoing insurance, except with respect to Workers' Compensation Insurance.

21.3 All insurers must be licensed to do business in the state in which the work is to be performed and/or services rendered, and must have an A.M. Best Rating AX or better. AT&T shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish ACORD certificates or other proof of the foregoing insurance acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Verizon Wholesale Markets; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, AT&T shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Verizon or Verizon's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon. Certificates furnished by AT&T or AT&T's agents, representatives, or contractors shall contain a clause stating: "Verizon Virginia Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."