

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

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

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

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

To Verizon:

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

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201-2909  
Facsimile: 703/351-3664

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

- 29.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next business day delivery, the next business day after the notice is sent, (c) where the notice is sent by First Class U.S. Mail, three (3) business days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, (e)

where the notice is sent via facsimile telecopy, on the date set forth on the telecopy confirmation if sent before 5 PM in the time zone where it is received, or the next business day after the date set forth on the telecopy confirmation if sent after 5 PM in the time zone where it is received, and (f) where the notice is sent via electronic mail, on the date of transmission, if sent before 5 PM in the time zone where it is received, or the next business day after the date of transmission, if sent after 5 PM in the time zone where it is received.

**30. Intentionally Left Blank**

**[Issues IV-120 and IV-121, deferred]**

**31. Service Quality Measures and Standards**

- 31.1 Verizon shall provide services, facilities and arrangements under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.**
- 31.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, Verizon shall provide performance measurement results to MCI.**
- 31.3 MCI shall provide services, facilities and arrangements under this Agreement in accordance with the performance standards required by Applicable Law.**
- 31.4 Subject to Section 31.5 below, Verizon shall report performance measurement results and make remedy payments, to MCI, in accordance with Schedule 31.4, attached.**
- 31.5 Notwithstanding any other provision of this Agreement, Section 31.4 and Schedule 31.4 shall automatically terminate and cease to be a part of this Agreement upon the earlier of: (a) the effective date of a carrier-to-carrier service quality performance assurance plan applicable to Verizon that has been required, approved, accepted or allowed to go into effect, by the Commission; or, (b) the effective date of a carrier-to-carrier service quality performance assurance plan applicable to Verizon that has been required, approved, accepted or allowed to go into effect, by the FCC in conjunction with the FCC's approval of a request by Verizon or Verizon's affiliates for authority to provide InterLATA services in Virginia.**

**32. Point of Contact for MCI Customers/Identification of Services**

**[Issue IV-91, resolved except for Section 32.1]**

- 32.1 To the extent required by Applicable Law, upon request by MCI and at prices, terms and conditions to be negotiated by MCI and Verizon, Verizon shall provide Verizon Resold OS/DA and OS/DA delivered through UNE-P that are identified by MCI's trade name, or that are not identified by trade name, trademark or service mark.**
- 32.2 Verizon will recognize MCI as the customer of record of all services ordered by MCI under this Agreement. MCI shall be the single point of contact for MCI Customers with regard to all Services, facilities or products provided by Verizon**

to MCI and other services and products which they wish to purchase from MCI or which they have purchased from MCI. Communications by MCI Customers with regard to all services, facilities or products provided by Verizon to MCI and other services and products which they wish to purchase from MCI or which they have purchased from MCI, shall be made to MCI, and not to Verizon. MCI shall instruct MCI Customers that such communications shall be directed to MCI.

**[Issue IV-93, resolved]**

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

"Verizon was here.

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

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

**[Issue IV-92, resolved]**

- 32.4 This Section 32 shall not confer on either Party any rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by this Section 32.
- 32.5 Requests by MCI Customers for information about or provision of products or services which they wish to purchase from MCI, requests by MCI Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from MCI, and inquiries by MCI Customers concerning MCI's bills, charges for MCI's products or services, and, if the MCI Customers receive dial tone line service

from MCI, annoyance calls, shall be made by the MCI Customers to MCI, and not to Verizon.

- 32.6 MCI and Verizon will employ the following procedures for handling misdirected repair calls:
- 32.6.1 MCI and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- 32.6.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.
- 32.6.3 MCI and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.
- 32.7 In addition to Section 32.6 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party.
- 32.8 Without in any way limiting either Party's obligations under Section 4, 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.

**[Issue IV-110, open]**

- 32.9 Without in any way limiting either Party's obligations under Section 4, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider, including, without limitation, the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers (including, without limitation, by not requiring evidence of verification of a carrier change request as a precondition for processing such change).**
- 32.10 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.

**33. Intentionally Left Blank**

[Issue IV-108, resolved]

**34. Publicity and Use of Trademarks or Service Marks**

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

[Issue VI-1(R), open]

**35. References**

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

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

**36. Relationship of the Parties**

[Issue IV-118, resolved]

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

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

36.3 Nothing contained within this Agreement shall:

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

36.3.2 Grant either Party the authority to enter into a contract on behalf of, or

otherwise legally bind, the other Party in any way;

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

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

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

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

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

**[Issue IV-94, resolved]**

36.5 In consideration of the services provided under this Agreement, the purchasing Party shall pay the charges set forth in the Pricing Attachment as those charges may change in accordance with the Pricing Attachment. The billing and payment procedures for charges incurred by a purchasing Party hereunder are set forth in Section 9.

**[Issue IV-95, open (highlighted clause only)]**

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

**[Issue IV-116, resolved]**

**37. Reservation of Rights**

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

**38. Subcontractors**

**[Issue IV-123, resolved]**

38.1 If any obligation under this Agreement is performed through a subcontractor, the subcontracting Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through the subcontractor. The subcontracting Party shall be solely responsible

for payments due its subcontractors. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

**[Issue IV-124, resolved]**

- 38.2 If any obligation of either Party is performed by a subcontractor or Affiliate, such Party shall remain fully responsible for the performance of this Agreement in accordance with its terms.
- 38.3 A Party may fulfill its obligations under this Agreement itself or may cause an Affiliate of the Party to take the action necessary to fulfill the Party's obligations; provided that a Party's use of an Affiliate to perform this Agreement shall not release the Party from any liability or duty to fulfill its obligations under this Agreement.

**[Issue IV-125, resolved]**

**39. Successors and Assigns**

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

**[Issue VI-1(S), resolved]**

**40. Survival**

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

**[Issue IV-126, resolved]**

**41. Taxes**

- 41.1 In General. With respect to any purchase hereunder of Services, the price is exclusive of any applicable federal, state, or local tax, fee, surcharge, including, but not limited to any 911, telecommunications relay service, universal service fund, or gross receipts surcharge, or other tax-like charge (a "Tax" or "Taxes"). If any Tax is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party may properly bill the purchasing Party for such Tax, and (b) the purchasing Party shall timely remit such billed Tax to the providing Party, provided such Tax is not on or determined by the providing Party's net income.
- 41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company, or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject

to a tax based upon receipts ("Receipts Tax"), then the purchasing Party, if the purchase is for resale, shall provide the providing Party with a properly executed resale exemption certificate, other exemption certificate, or appropriate documentation in accordance with Applicable Law of its intent to resell the Service in accordance with Section 41.6 of this Agreement.

- 41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that the purchasing Party intends to resell to a third party, if any Tax is imposed by Applicable Law on the subscriber, end-user, Customer, or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose on and/or collect from a Subscriber, then the purchasing Party shall provide an exemption certificate to the providing Party evidencing its intent to resell the Service.
- 41.4 Liability for Unbilled and Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to bill any Tax under Section 41.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such unbilled and uncollected Tax in accordance with Applicable Law and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed by such authority on such unbilled and uncollected Tax. If the providing Party properly bills the purchasing Party for any Tax, but the purchasing Party fails to remit such Tax to the providing Party as required by Section 41.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such billed, but uncollected Tax and any interest assessed thereon, as well as any penalty assessed on such uncollected Tax by the applicable authority. If the providing Party does not bill or collect any Tax under Section 41.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by an authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such unbilled and uncollected Tax and any interest assessed thereon, as well as any penalty assessed by the applicable authority on such unbilled and uncollected Tax. If the purchasing Party provides the providing Party with a properly executed resale exemption certificate, other exemption certificate, or appropriate documentation in accordance with Applicable Law of its intent to resell the Service, in accordance with Section 41.6 of this Agreement, but the purchasing Party fails to pay the Receipts Tax to an authority on revenues from the sale of the purchasing Party's services to its Subscribers and thereby causes the providing Party's receipts to be ineligible for an exemption from the Receipts Tax, then, as between the providing Party and the purchasing Party, (a) the providing Party shall be liable for any Tax imposed on its receipts and (b) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as provided under Section 41.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed on such uncollected Tax by the applicable authority. With respect to any Tax, interest or penalty that the purchasing Party has agreed to be liable for under this Section 41.4, or is required by Applicable Law to impose on and/or collect from Subscribers, if any such liability relates to an audit and proposed assessment of the providing Party, such liability shall be conditioned upon the providing Party giving the purchasing Party timely notice of any proposed assessment of Tax, interest, or penalty by the applicable authority so as to afford the purchasing Party an opportunity to cure any defect or formally contest the proposed assessment before final assessment of any additional Tax, interest, or

penalty is made by the authority; provided, however, that no failure of the providing Party to give notice to the purchasing Party shall diminish the responsibility of the purchasing Party to pay any Tax, interest, or penalty unless, and then only to the extent that the purchasing Party's contest-participation rights, including refund actions, are effectively precluded by the providing Party's failure to notify or the providing Party's actions taken with such authority. In the event either Party is audited by an authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party furnishes the providing Party with documentation certifying the purchasing Party's right to an exemption..

41.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

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

MCIIm:

Tax Department  
1133 – 19<sup>th</sup> Street, N.W.  
Washington, D.C. 20036

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

**[Issue VI-1(T), resolved]**

#### **42. Technology Upgrades**

Notwithstanding any other provision of this Agreement but in accordance with the requirements of Section 251(c)(5) of the Act and the FCC's implementing regulations thereunder, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may

deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate MCI's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. MCI shall be solely responsible for the cost and activities associated with accommodating such changes in its own network, unless otherwise required by Applicable Law. Nothing in this Section limits MCI's right to challenge in an appropriate forum network deployment plans of Verizon.

#### **43. Territory**

##### **[Issue VI-1(U), resolved]**

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

##### **[Issue V-15, resolved]**

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

##### **[Issue IV-127, resolved]**

#### **44. Third Party Beneficiaries**

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

##### **[Issue IV-128, resolved]**

#### **45. Waiver**

45.1 A failure or delay of either Party (including any course of dealing or course of performance) to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

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

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

**[Issue VI-1(W), resolved (highlighting only for emphasis, not to denote disagreement over language)]**

**46. Warranties**

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

SIGNATURE PAGE

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

**MCI METRO ACCESS TRANSMISSION  
SERVICES OF VIRGINIA, INC.**

**VERIZON VIRGINIA INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

## PART B

### 1. General Rule

#### [Issue IV-99, resolved]

- 1.1 For purposes of this Agreement, certain terms have been defined in Part B or elsewhere in this Agreement. These terms will have the meanings stated in this Agreement, which may differ from, or be in addition to, the normal definition of the defined word. A defined word intended to convey the meaning stated in this Agreement is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning stated in the Applicable Law.
- 1.2 Unless the context clearly indicates otherwise, any defined term which is defined or used in the singular shall include the plural, and any defined term which is defined or used in the plural shall include the singular.
- 1.3 The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 1.4 Conflicts among terms in Parts A and B of this Agreement, the Attachments and the Exhibits thereto, and the Tariffs shall be resolved in accordance with the following order of precedence, where the document identified in Subsection "(i)" shall have the highest precedence: (i) Parts A and B of this Agreement; (ii) the Attachments and the Exhibits thereto; and (iii) the Tariffs. The fact that a matter is addressed in one of these documents, but not in another, shall not constitute a conflict for purposes of this Section 1.4.

#### [Issue IV-129, open; see also definitions in other parts of Agreement]

### 2. Definitions

#### 2.1 **Act.**

**The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.**

#### 2.2 **ADSL (Asymmetrical Digital Subscriber Line).**

**A transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.**

#### 2.3 **Affiliate.**

**Shall have the meaning set forth in the Act.**

#### 2.4 **Agent.**

**An agent or servant.**

2.5 **Agreement.**

This Agreement, as defined in Section 1 of Part A.

2.6 **Automated Message Accounting (AMA).**

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE that defines the industry standard for message recording.

2.7 **Ancillary Traffic.**

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

2.8 **Automatic Number Identification (ANI).**

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.9 **Answer Supervision.**

An off-hook supervisory signal.

2.10 **Applicable Law.**

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.11 **ASR (Access Service Request).**

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.12 **Automatic Number Identification (ANI).**

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.13 **Basic Local Exchange Service.**

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to Interexchange Carriers of the Customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

2.14 **Bona Fide Request (BFR).**

The process described in the UNE Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provides a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.15 **Business Day.**

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.16 **Calendar Quarter.**

January through March, April through June, July through September, or October through December.

2.17 **Calendar Year.**

January through December.

2.18 **CCS (Common Channel Signaling).**

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.19 **Central Office.**

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.20 **Central Office Switch.**

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.21 **Claims.**

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.22 **CLEC (Competitive Local Exchange Carrier).**

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

- 2.23 **CLLI Codes.**  
Common Language Location Identifier Codes.
- 2.24 **Centralized Message Distribution System (CMDS).**  
The billing record and clearing house transport system that ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.
- 2.25 **Commission.**  
The Virginia State Corporation Commission.
- 2.26 **Conversation Time.**  
The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 2.27 **Calling Party Number (CPN).**  
A CCS parameter that identifies the calling party's telephone number.
- 2.28 **CPNI (Customer Proprietary Network Information).**  
Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.
- 2.29 **Cross Connection.**  
A jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.
- 2.30 **Customer.**  
A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.
- 2.31 **Digital Signal Level.**  
One of several transmission rates in the time-division multiplex hierarchy.
- 2.32 **Digital Signal Level 0 (DS0).**  
The 64kbps zero-level signal in the time-division multiplex hierarchy.
- 2.33 **Digital Signal Level 1 (DS1).**  
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.34 **Digital Signal Level 1 (DS3).**

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.35 **Effective Date.**

Shall have the meaning set forth in the Preface of this Agreement.

2.36 **EMI (Exchange Message Interface).**

Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

2.37 **End Office Switch or End Office.**

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.38 **Entrance Facility.**

The facility between a Party's designated premises and the Central Office serving that designated premises.

2.39 **Exchange Access.**

Shall have the meaning set forth in the Act.

2.40 **FCC.**

The Federal Communications Commission.

2.41 **FCC Regulations.**

The regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

2.42 **HDSL (High-Bit Rate Digital Subscriber Line).**

A transmission technology that transmits up to a DS1 level signal, using any one of the following line codes: 2 Binary/1 Quaternary (2B1Q), Carrierless AM/PM, Discrete Multitone (DMT) or 3 Binary/1 Octal (3BO).

2.43 **IDLC (Integrated Digital Loop Carrier).**

A subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.44 **ILEC (Incumbent Local Exchange Carrier).**

Shall have the meaning stated in the Act.

- 2.45 **Inside Wire or Inside Wiring.**  
All wire, cable, terminals, hardware, and other equipment or materials on the customer's side of the Rate Demarcation Point.
- 2.46 **Internet Traffic.**  
Traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 2.47 **InterLATA Service.**  
Shall have the meaning set forth in the Act.
- 2.48 **IntraLATA.**  
Telecommunications services that originate and terminate at a point within the same LATA.
- 2.49 **IP (Interconnection Point).**  
The point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.
- 2.50 **ISDN (Integrated Services Digital Network).**  
A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).
- 2.51 **ISDN User Part (ISUP).**  
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.52 **IXC (Interexchange Carrier).**  
A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.
- 2.53 **LATA (Local Access and Transport Area).**  
Shall have the meaning set forth in the Act.
- 2.54 **LEC (Local Exchange Carrier).**  
Shall have the meaning set forth in the Act.
- 2.55 **LERG (Local Exchange Routing Guide).**

The Telcordia Technologies reference customarily used to identify NPANXX routing and homing information, as well as network element and equipment designation.

2.56 **LIDB (Line Information Data Base).**

One or all, as the context may require, of the Line Information databases owned individually by Verizon and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.57 **Line Side.**

An End Office Switch connection that provides transmission, switching and optional features suitable for Customers connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.58 **Intentionally Left Blank.**

2.59 **Loop.**

A transmission path that extends from a Main distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.60 **LSR (Local Service Request).**

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.

2.61 **MDF (Main Distribution Frame).**

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.62 **MECAB (Multiple Exchange Carrier Access Billing).**

Document prepared by the Billing Committee of the Ordering and Billing Forum (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] Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states within

a single LATA.

2.63 **MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (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] Telcordia Technologies as Special Report SR-STIS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.64 **NANP (North American Numbering Plan).**

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.65 **Network Element.**

Shall have the meaning stated in the Act.

2.66 **NID (Network Interface Device).**

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

2.67 **NPA (Numbering Plan Area).**

Also sometimes referred to as an area code, is the first three-digit indicator 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" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.68 **NXX, NXX Code, Central Office Code or CO Code.**

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.69 **Order.**

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number

or minimum number of lines or other Services for a stated period or minimum period of time).

2.70 **PIU (Percent Interstate Usage).**

A percentage calculated by dividing the number of minutes of interstate traffic by the total number of minutes of interstate and intrastate traffic. A factor that is used to determine the interstate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is developed from the measurement of calls in which the calling and called parties are not located within the same state.

2.71 **PLU (Percent Local Usage).**

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes of intrastate traffic. A factor that is used to determine the portion of Local Traffic minutes exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given local calling area or EAS area as defined in Verizon's effective Customer Tariff(s).

2.72 **POI (Point of Interconnection).**

The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

2.73 **Port.**

A line card (or equivalent) and associated peripheral equipment on an End Office Switch that interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) that serves as the Customer's network address. The Port is part of the provision of unbundled local Switching Element.

2.74 **Intentionally Left Blank.**

2.75 **Providing Party.**

A Party offering or providing a Service to the other Party under this Agreement.

2.76 **Purchasing Party.**

A Party requesting or receiving a Service from the other Party under this Agreement.

2.77 **Rate Center Area or Exchange Area.**

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within

which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.78 **Rate Center Point.**

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.79 **Rate Demarcation Point.**

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.80 **Reciprocal Compensation.**

The arrangement for recovering costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network.

2.81 **Reciprocal Compensation Traffic.**

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's applicable tariffs. Reciprocal Compensation Traffic does not include: (1) any Measured Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined in Verizon's applicable tariffs; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

2.82 **Retail Prices.**

The prices at which a Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

2.83 **Routing Point.**

A specific geographic point identified by a specific V&H coordinate. The

Routing Point is used to route inbound traffic to specified NAP-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telecordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.84 **SCP (Service Control Point).**

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.85 **Service.**

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

2.86 **(SONET) Synchronous Optical Network.**

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

2.87 **Signaling Point (SP).**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.88 **SSP (Service Switching Point).**

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific Customer services.

2.89 **SS7 (Signaling System 7).**

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and MCI currently utilize this out-of-band signaling protocol.

2.90 **STP (Signal Transfer Point).**

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. Verizon's network includes

mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. Verizon STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

2.91 **Subsidiary.**

A corporation or other legal entity that is controlled by a Party.

2.92 **Switched Access Detail Usage Date.**

A category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

2.93 **Switched Access Summary Usage Date.**

A category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

2.94 **Switched Exchange Access Service.**

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.95 **Tandem Switches.**

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.96 **Tariff.**

2.96.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time;

2.96.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.97 **Telcordia Technologies.**

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.98 **Telecommunications Carrier.**

Shall have the meaning set forth in the Act.

2.99 **Telecommunications Services.**

Shall have the meaning set forth in the Act.

2.100 **Telephone Exchange Service.**

Shall have the meaning set forth in the Act.

2.101 **Third Party Claim.**

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.102 **Toll Traffic.**

Traffic that is originated by a Customer of one Party on that Party's network and delivered to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

2.103 **Toxic or Hazardous Substance.**

Toxic or Hazardous Substance means any substance designated or defined as toxic or hazardous under any "Environmental Law" or that pose a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.104 **Trunk Side.**

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.105 **Universal Digital Loop Carrier (UDLC).**

UDLC arrangements consist of the Central Office Terminal and the Remote Terminal located in the outside plant or customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and unbundled loops.

2.106 **Unbundled Network Element (UNE).**

A Network Element that Verizon is obligated to provide to CLECs on an unbundled basis pursuant to Applicable Law.

2.107 **V and H Coordinates Method.**

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.108 **Voice Grade.**

Either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

2.109 **Wire Center.**

A building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.