INTERCONNECTION ATTACHMENT

1. Intentionally Left Blank

[Issues I-1 and III-8, Sections 2.1, 2.5, 7.1 and 7.5 open, among others]

2. Points of Interconnection (POI) and Trunk Types

2.1 **Points of Interconnection ("POI").**

2.1.1 **As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP.**

2.1.2 **MCIm may specify any of the following methods for interconnection with Verizon:**

2.1.2.1 **a Collocation node MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or**

2.1.2.2 **a Collocation node that has been established separately at the Verizon-IP by a third party with whom MCIm has contracted for such purposes; and/or**

2.1.2.3 **an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the MCIm POI to the Verizon-IP.**

[Issue I-3, open; see also Section 2 of Collocation Attachment]

2.1.3 **Verizon may specify any of the following methods for interconnection with MCIm:**

2.1.3.1 **interconnection at a Collocation node that MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or**

2.1.3.2 **interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by MCIm; and/or**

2.1.3.3 **a Collocation node or other operationally equivalent arrangement Verizon established at the MCIm-IP ; and/or**

2.1.3.4 **a Collocation node established separately at the MCIm-IP by a third party with whom Verizon has contracted for such purposes; and/or**

2.1.3.5 an Entrance Facility leased from MCIm (and any necessary multiplexing), to the MCIm-IP.

2.1.3.5.1 MCIm shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the

transport of traffic from a Verizon POI to an MCIm-IP in any given LATA.

[Issue VI-1(A), open; see also Verizon's contract language in support of Issues I-1, IV-2, IV-6, IV-8, and VI-1(C)]

2.2 **Trunk Types.**

2.2.1 **In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups, in accordance with the terms of this Agreement:**

2.2.1.1 **Local Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic (between their respective Telephone Exchange Service Customers), Tandem Transit Traffic, and Measured Internet Traffic;**

2.2.1.2 **Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between MCIm Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem; and**

2.2.1.3 **Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.**

2.2.2 **Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).**

[Issue IV-2, highlighted paragraphs open]

2.2.3 **Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed.**

2.2.4 ***In the event the MCIm originating and/or terminating traffic volume* between a Verizon End Office and a Verizon Tandem, which is carried by a common transport Local Interconnection Trunk group, exceeds 200,000 combined minutes of use per month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly issue an ASR for a One-Way direct high-usage Local Interconnection Trunk group between the Verizon End Office and the originating Party's POI; or, (b) if Two-Way Local Interconnection**

Trunks are used, then MCIm shall promptly submit an ASR to Verizon to establish the Two-Way direct high-usage Local Interconnection Trunk group between that Verizon End Office and the POI and, in either case, the Party not issuing the ASR will comply with the establishment of the direct high-usage Interconnection Trunk group.

2.2.5 **One-Way and Two-Way Local Interconnection Trunk groups between the MCIm POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any One-Way or Two-Way Local Interconnection Trunk group exceeds the 240 trunk level at any time, MCIm shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Local Interconnection Trunk group does not exceed the 240 trunk level.**

2.3 **One Way Interconnection Trunks.**

2.3.1. MCIm shall provide its own facilities or purchase transport for the delivery of traffic to any Collocation arrangement it establishes at a Verizon-IP pursuant to the Collocation Attachment.

2.3.2 MCIm may order from Verizon any of the interconnection methods specified above in accordance with the rates and charges, order intervals, and other terms and conditions in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.

2.3.3 Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at an MCIm-IP.

2.3.4 Verizon may order from MCIm any of the Interconnection methods specified above in accordance with the rates and charges, order intervals and other terms and conditions, set forth in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.

2.3.5 The publication "Telcordia Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

2.3.6 If a Party elects, and the other Party agrees, to provision its own One Way trunks, that Party will be responsible for the expense of providing such trunks for the delivery of Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA toll traffic to the other Party in accordance with the terms of this Agreement; where switch limitations in combination with use of Two-Way trunking would degrade service or materially inhibit traffic recording capability necessary for billing (which, as of the Effective Date Verizon understands to be applicable to certain of its DMS switches), a Party may elect to use One-Way trunks without the

agreement of the other Party.

2.4 **Two-Way Interconnection Trunks.**

2.4.1 Where Two Way Local Interconnection Trunks may be used under the terms of this Agreement, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, MCIm shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office (as used herein, aka Meet point A in certain jurisdictions) and Tandem (as used herein, aka Meet point B in certain jurisdictions) Local Interconnection Trunks and the interface specifications (i.e., DS1 and DS3) at the Point of Interconnection (POI). At such Joint Planning Meeting, the information provided shall utilize an economic CCS equal to five (5). A Two-Way Local Interconnection Trunk must be installed from a Verizon End Office or Verizon Tandem to an appropriate POI (as such POI is determined under the terms of this Agreement).

2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.

2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.

2.4.4 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.4.5 Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and MCIm shall engineer Two-Way Local Interconnection Trunks using national standards.

2.4.6 MCIm shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. MCIm shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. MCIm shall complete ASRs in

accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

2.4.7 Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group (which for the avoidance of any doubt, does not include blocking due to anomalies) and MCIm has not notified Verizon that it has corrected such blocking, Verizon may submit to MCIm a Trunk Group Service Request directing MCIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIm will within five (5) business days, complete and submit to Verizon an ASR to augment such final Two-Way Local Interconnection Group in order to eliminate such blocking.

2.4.8 **The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.**

2.4.9 The standard on final Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.4.11 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. Additionally, subject to mutual agreement, the Parties may establish project intervals and a conversion process by which MCIm may request that Verizon convert

existing One-Way Local Interconnection Trunk groups to Two-Way Local Interconnection Trunk groups.

2.4.12 If the Parties have established a primary high usage trunk group from an End Office, the first route choice will be that trunk group. The Parties shall route Two-Way Local Interconnection Trunk traffic in accordance with Telcordia SR-TAP191.

2.5 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIm's side of MCIm's-IP, which charges shall be solely the financial responsibility of MCIm. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIm's side of the MCIm-IP, MCIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.5, if MCIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIm establishes such IPs.

[Issue No. IV-34, resolved]

2.6 Joint Interconnection Trunk Groups

At either Party's request, the Parties agree to work cooperatively to determine the feasibility of combining Local Interconnection Trunk Groups and Access Toll Connecting Trunk Groups on single Interconnection Trunk Groups ("Joint Interconnection Trunk Groups"). Whenever the use of Joint Interconnection Trunk Groups is determined to be feasible by the Parties, and ordering and billing procedures have been established: MCIm may order new Joint Interconnection Trunk Groups in accordance with such ordering and billing procedures. In addition, at MCIm's written request, the Parties will work together in good faith to convert existing Local Interconnection Trunk Groups and Access Toll Connecting Trunk Groups into Joint Interconnection Trunk Groups; provided that the Parties will complete such conversions within an interval and at appropriate charges negotiated by the Parties.

[Issues III-3 and III-3-a, open]

3. Alternative Interconnection Arrangements

3.1 **In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End**

Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the MCIm location shall be designated as the POI for both Parties.

3.1.1 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement.

3.1.2 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

3.2 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may also agree to establish a Midspan Fiber Meet arrangement. If the Parties so agree, they will jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The establishment of any Midspan Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Midspan Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

3.2.1 Should the Parties reach agreement on all the issues necessary to establish a Midspan Fiber Meet set forth in Section 3.2, the following conditions shall apply to the Parties' Midspan Fiber Meet arrangement:

3.2.1.1 Verizon shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Verizon Interconnection Wire Center ("VIWC");

3.2.1.2 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center");

3.2.1.3 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, Verizon shall allow MCIm access to the Midspan Fiber Meet entry point for maintenance purposes as promptly as possible;

3.2.1.4 The Parties shall coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system;

3.2.1.5 Each Party will be responsible for (i) providing its own transport facilities to the Midspan Fiber Meet, and (ii) the cost to build-out its facilities to such Midspan Fiber Meet.

[Issue IV-4, open]

4. Initiating Interconnection

4.1 If MCIm determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, MCIm shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 The notice provided in Section 4.1 shall include (a) the initial Routing Point(s); (b) the applicable MCIm-IPs to be established in the relevant LATA in accordance with this Agreement; (c) MCIm's intended Interconnection activation date; and (d) a forecast of MCIm's trunking requirements conforming to Section 13.3; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

4.2 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) business days of Verizon's receipt of MCIm's notice provided for in Section 4.1, Verizon and MCIm shall confirm the Verizon-IP(s), the MCIm-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.

[Issue VI-1(B), open]

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Local Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, MCIm shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Local Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then MCIm shall pay 100% of the facility charges for the Two-Way Local Interconnection Trunks.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party. [Agreed]

5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment .

5.2.5 Switching System Hierarchy and Trunking Requirements. Each Party shall route traffic in accordance with the LERG.

5.2.6 Signaling. Each Party shall provide the other Party with signaling necessary for the routing and completion of the other Party's traffic in accordance with this Agreement.

[Issue IV-11, open]

6. Traffic Measurement and Billing over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks.

6.1.1 As used in this Section 1, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

6.1.2 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 10%) calls without CPN

information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Local Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 7.3.2.1 below.

6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

7. Reciprocal Compensation Arrangements – Pursuant to Section 251(b)(5) of the Act

[Issues I-1, I-5, I-6, III-5, IV-35, open]

7.1 <u>Reciprocal Compensation Traffic Interconnection Points</u>.

7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which MCIm will provide transport and

termination of Reciprocal Compensation Traffic to its Customers ("MCIm-IPs") shall be as follows:

7.1.1.1 [Intentionally left blank].

7.1.1.2 In the case of MCIm as the receiving Party, Verizon may request, and MCIm will then establish, geographically-relevant IPs by establishing an MCIm-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (MCIm) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable MCIm-IP in such case. MCIm shall identify its IPs in writing pursuant to Section 4.4. If MCIm fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then MCIm shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP (for traffic to the relevant NPA-NXX).

7.1.1.3 At any time that MCIm establishes a Collocation site at a Verizon End Office, then either Party may request that such MCIm Collocation site be established as the MCIm-IP for traffic originated by Verizon Customers served by that End Office.

7.1.1.3.1 In the case of Verizon making such request to MCIm, MCIm's obligation to establish an IP at an MCIm Collocation site at a Verizon End Office shall be limited to no more than one (1) such MCIm Collocation site within a given local calling area or non optional extended local calling scope arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another MCIm-IP, then upon Verizon's request for a geographically relevant MCIm-IP at such End Office Collocation, the Parties

shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If MCIm should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant MCIm-IPs or to an End Office Collocation site MCIm-IP within sixty (60) days following Verizon's request, MCIm shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP.

7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:

7.1.2.1 For Reciprocal Compensation Traffic delivered by MCIm to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.

7.1.2.2 For Reciprocal Compensation Traffic delivered by MCIm to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.

7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such MCIm-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then MCIm shall permit Verizon to establish physical Interconnection at the MCIm-IP, to the extent such physical Interconnection is technically feasible.

7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.

7.2 Reciprocal Compensation. The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the MCIm-IP for traffic delivered by Verizon for termination by MCIm, and at the Verizon-IP for traffic delivered by MCIm for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by MCIm or the MCIm-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable

access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.3 Traffic Not Subject to Reciprocal Compensation.

7.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

7.3.2 Reciprocal Compensation shall not apply to Measured Internet Traffic.

7.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

7.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

7.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

7.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.3.7 Reciprocal Compensation shall not apply to Voice Information Services Traffic (as defined in Section 5 of the Additional Services Attachment).

7.3.8 The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by MCIm to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to MCIm.

7.4 Other Types of Traffic.

7.4.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the

terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

[Issue No. IV-31 (found at Section 7.4.2 only), resolved]

7.4.2 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms, conditions, and rates of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 9 of this Attachment. In addition, terms and conditions for routing such traffic between the Parties shall be as set forth in this Agreement.

7.4.3 For any traffic originating with a third party carrier and delivered by MCIm to Verizon, MCIm shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by MCIm.

7.4.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

7.5 Interconnection Points.

7.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.

7.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.

7.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

7.6 "Extended Local Calling Scope Arrangement". An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional.

7.7 "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

7.8 "FCC Internet Order". Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

7.9 "FCC Regulations". The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

7.10 "Internet Traffic". Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

7.11 "IP (Interconnection Point)". For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.

7.12 "Measured Internet Traffic". Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's applicable tariffs. 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. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

7.13 "Reciprocal Compensation". The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, 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 (as set forth in Section 7.2 of the Interconnection Attachment).

7.14 "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/101XXXX) 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.

7.15 "Toll Traffic". Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet 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.

7.16 "Traffic Factor 1". For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet Traffic Total Minutes of Use} ÷ {Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use}] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

7.17 "Traffic Factor 2". For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ([{Reciprocal Compensation Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use} ÷ Intrastate Traffic Total Minutes of Use] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

[Issue IV-6, open]

8. Transmission and Routing of Exchange Access Traffic

8.1 Scope of Traffic.

Section 8 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between MCIm Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where MCIm elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

8.2 Access Toll Connecting Trunk Group Architecture.

8.2.1 If MCIm chooses to subtend a Verizon access Tandem, MCIm's NPA/NXX must be assigned by MCIm to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.

8.2.2 MCIm shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched

Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from MCIm's Customers.

8.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office MCIm utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.

8.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MCIm's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

[Issue IV-37, open]

9. Meet-Point Billing Arrangements

9.1 MCIm and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and as otherwise agreed to by the Parties or, as appropriate, filed in the Parties' applicable tariffs. The arrangements described in this Section 9 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a access Tandem Switch that is provided by Verizon.

9.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Routing Point/Verizon Serving Wire Center combinations.

9.3 Interconnection for the MPB arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

9.4 MCIm and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

9.5 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and Verizon is the Subsequent Billing Company ("SBC"). Pursuant to MECAB section 4.3.2, the Multiple Bill/Multiple Tariff will apply when additional providers are involved in the transport of this access traffic.

9.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates

contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 9.17.

9.7 The Parties shall provide each other with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8 Verizon shall provide MCIm with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. In the rare event that cat 11-01XX records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs.

9.9 MCIm shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. In the rare event that cat 11-50XX records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs.

9.10 All usage data to be provided pursuant to Sections 9.8 and 9.9 shall be sent to the following addresses:

To MCIm:

[Notification Contact]
[Address 1]
[Address 2]
[Address 3]
City, State Zip

For Verizon (Former BA service area):

New York State Access Pool
C/O ACM, Inc.
941 River Road
Schenectady, N.Y. 12306
Attn: Mark Ferri

For Verizon (Former GTE service area):

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway

Dock K
Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 4.29 of the General Terms and Conditions

9.11 MCIm and Verizon shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 9. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

9.12 Errors may be discovered by MCIm, the IXC, or Verizon. MCIm and Verizon agree to make a good faith effort to provide the other Party with notification of any discovered errors within two business days after discovery but, not withstanding, no later than thirty (30) days. In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within 10 days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.

9.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 4.4 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCIm's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs.

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

9.16 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. MPB will apply for all traffic bearing the 500, 900, toll free service access

code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

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

a / (a + b) = MCIm Billing Percentage

and

b / (a + b) = Verizon Billing Percentage

where:

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

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

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

[Issue No. VI-1(C), resolved except for highlighted portions]

10. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party.

10.1 When MCIm delivers toll free service access code calls that have been queried to an "800" database to Verizon for delivery

10.1.1 to an IXC:

MCIm shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with this Agreement; and MCIm shall bill the IXC the MCIm query charge associated with the call.

10.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA:

MCIm shall provide an appropriate EMI record to the toll free service access code service provider; and

10.2 MCIm's Tariffed Feature Group D ("FGD") Switched Exchange Access charges and the MCIm query charge shall be assessed to the toll free service access code service provider; and Verizon shall assess applicable Tandem Transit Service charges and associated pass through charges. **[NOTE: VERIZON DOES NOT ACCEPT MCIm's DESIRED ADDITION OF "to toll free service access code service provider" AT THE END OF THE IMMEDIATELY PRECEDING SENTENCE.]**

10.3 When Verizon delivers toll free service access code calls that have been queried to an "800" database, originated by Verizon's or another LEC's Customers, to MCIm:

10.3.1 where the queried call is an intraLATA call that is handed off to MCIm in MCIm's capacity as a toll free service access code service provider:

10.3.2 Verizon shall bill MCIm the Verizon query charge associated with the call as specified in the Pricing Attachment; and

10.3.2.1 Verizon shall provide an appropriate EMI record to MCIm; and

10.3.2.2 Verizon's Tariffed FGD Switched Exchange Access charges shall be billed to MCIm as applicable.

10.4 Unqueried Toll Free Service Access Code (e.g., 800/88/8/877) Traffic.

If MCIm chooses Verizon to handle toll free service access code (e.g., 800/888/877) ("800") database queries from MCIm's central office switches, all originating Toll Free Service calls for which MCIm requests that Verizon perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered over an appropriate trunk group capable of carrying GR-394 format. **If MCIm chooses Verizon to handle toll free service access code (e.g.,800/888/877) ("800") database queries from MCIm's central office switches, all MCIm originating 800 traffic will be routed over a separate 800 trunk group. The 800 trunk group will be one-way from MCIm to Verizon. Verizon will perform the query and route the call appropriately.**

10.4.1 When the 800 call is routed to an IXC:

10.4.1.1 Verizon will query the call and route the call to the appropriate IXC.

10.4.1.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the IXC.

10.4.2 Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

10.4.3 When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:

10.4.3.1 Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.

10.4.3.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the LEC toll free service access code service provider.

10.4.3.3 Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

10.5 Verizon will not direct unqueried toll free service access code call to MCIm.

[Issue III-1, open]

11. Tandem Transit Traffic

11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on MCIm's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which MCIm delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

11.2 Tandem Transit Traffic Service provides MCIm with the transport of Tandem Transit Traffic as provided below.

11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 2 through 6. MCIm shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.

11.4 MCIm shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If the MCIm traffic exchanged with such CLEC, ILEC, CMRS or other LEC exceeds 200,000 minutes of use per month then Verizon may, at its sole discretion, upon thirty (30) days written notice to MCIm, terminate that portion of Tandem Transit Service to MCIm for which Tandem Transit Service traffic exceeds such 200,000 minutes of use level with respect to the particular carrier.

[Issue III-2 (Section 11.5), open]

11.5 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC , CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

11.6 [Intentionally left blank].

11.7 If or when a third party carrier's Central Office subtends an MCIm Central Office, then MCIm shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to MCIm as

defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC , CMRS carrier, or other LEC, that subtends a MCIm Central Office ("Reciprocal Tandem Transit Service"). MCIm shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 11.

11.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

12. Intentionally Left Blank

[Issue III-4, open]

13. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

13.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 and B.005 as appropriate.

13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

13.1.3 disaster recovery provision escalations;

13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 7; and

13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

13.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 13.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

13.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, MCIm shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic, Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCIm-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

13.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCIm decides to market its services, Verizon will be largely dependent on MCIm to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to MCIm as MCIm provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when MCIm expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks MCIm suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to MCIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIm's previous forecasts have proven to be reliable and accurate.

13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIm's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.

13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that MCIm suggests or requests Verizon to establish. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. At any time during the relevant ninety (90) day period, MCIm may request that Verizon disconnect trunks to meet a revised forecast.

[Issue IV-13, resolved]

13.4 DIXC Traffic Data. Each Party shall provide the other Party Data Interexchange

Carrier (DIXC) traffic data for Local Interconnection Trunk groups terminating in the other Party's network.

13.4.1 DIXC traffic data will be comprised of the following:

(a) Usage (total usage measured in centum call seconds).

(b) Peg Count (Peg count of originating call attempts including overflow).

(c) Overflow (Peg count of originating call attempts failing to find an idle trunk).

(d) Maintenance Usage (total maintenance usage measured in centum call seconds).

(e) Maintenance Busy Counts (total count of trunks made maintenance busy).

13.4.2 DIXC traffic data shall be collected as follows:

(a) Hourly on the clock hour.

(b) 24 hours per day (0000-2400).

(c) Seven days per week, Sunday through Saturday (including holidays).

(d) 52 weeks per year.

13.4.3 The Parties will provide DIXC traffic data in a mutually agreed upon format.

[Issue VI-1(D), only highlighted clauses, at Sections 14.4.1 and 14.4.2, are open, and Verizon expects that these are acceptable to MCIm]

14. Number Portability - Section 251(B)(2)

14.1 Scope.

14.1.1 Each Party acknowledges that its offices in Verizon's former Bell Atlantic territory are 100% LNP capable in the Commonwealth of Virginia. In areas where either Party has not deployed LNP in all offices, the Parties shall negotiate terms for Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and the Commission, and the Parties respective company procedures. The Parties shall provide Long-Term Number Portability ("LNP") in accordance with the Applicable Law and this Agreement. In connection with all methods of moving customers' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to end users.

14.1.2 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge is in accordance with Applicable Law as filed in Verizon's applicable FCC Tariff, as appropriate.

14.2 Procedures for Providing LNP.

14.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties will work cooperatively to implement and follow the LNP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.2 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 the legally mandated form of authorization, if any, from a customer and sends a 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 proof of an end user's authorization, and Party A may request, upon an end user's complaint or as required by Applicable Law, such proof.

14.2.3 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.

14.2.4 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.

14.2.5 Porting of Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status.

14.2.6 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and Centrex groups) are split in connection with an LNP request, the Parties shall permit such splitting. Verizon and MCIm shall offer number portability to customers for any portion of an existing block of DID numbers without being

required to port the entire block of numbers.

14.2.7 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 ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.8 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.

14.2.9 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section [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.

14.2.10 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. Telephone numbers in 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.

14.2.11 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will perform the LNP database routing query function for the other Party in the event that either Party is unable to perform this function for a call to a number in a portable NXX.

14.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise 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. In addition, where a Party has activated a significant portion of an entire NXX for a single Customer, and that Customer chooses to receive Telephone Exchange Service from the other Party, the Parties shall cooperate to determine if that NXX should be reassigned in the LERG. Any such transfer (either upon agreement of the Parties or as may be ordered pursuant to the dispute resolution process) 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 Cut-overs.

Verizon and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines of the OBF. Both Parties shall perform LNP switch translations so as to limit end user service outage. Verizon and MCIm will mutually agree upon a cut-over time, for LNP where no 10-digit trigger is used, prior to the actual conversion. For orders that are coordinated, either Party may request a specific conversion time. Further, during the process of porting a Customer using LNP, Party A shall, except in instances where there is no central office line equipment associated with the telephone number (e.g., DID, Remote Call Forwarding, Distinctive Ringing – in which cases the Parties shall coordinate the cutover), implement the ten-digit trigger feature. When Party A receives a request to port a telephone number, Party A shall apply the ten-digit trigger to the porting subscriber's line prior to the confirmed due date. The timing for removal of the line translations and the unconditional ten-digit trigger by Party A, will not occur before 11:59 p.m. of the confirmed due date. The ten-digit trigger must not be removed until the switch translations are changed to reflect the disconnect.

14.4.1 **For a coordinated LNP cutover order,** Verizon will call MCIm one (1) hour before the scheduled time to obtain the go ahead from MCIm. If MCIm is not ready then Verizon will hold the order and await a supplemental order from MCIm to reschedule or cancel the cut-over. If MCIm gives Verizon the go ahead, Verizon will use its best efforts to commence conversion within 30 minutes of the agreed time.

14.4.2 **For a non-coordinated LNP order,** MCIm must contact Verizon by 7:00 p.m. of the due date to stop the work of porting a number described in this Section 14. Verizon shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal. If order due date is within 48 hours of the requested change, in addition to sending the LSR supplemental order to make the change, MCIm should verbally advise the RCCC or NOMC of the change.

14.4.3 The processes described in this Section 14 are subject to the change management process.

14.5 Responsibilities of Underlying Network Provider.

14.5.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the end user's services exclusively through a network owned, operated and controlled by the Old Service Provider (e.g., where the Old Service Provider is providing the end user's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider consistent with applicable OBF guidelines and applicable state regulatory mandates (for example, NYPSC Docket 0188).

14.6 Cost Recovery for LNP.

14.6.1 The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.