

- f. Inspector Labor. Provides for the USWC qualified personnel necessary when WINSTAR requires access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USWC employee (or contract employee) is required to go 'on-shift' on behalf of WINSTAR.
- g. Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between WINSTAR's collocated equipment and USWC's network is accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS0, DS1, DS3 or other level depending on the USWC service it is connecting to. Connection to any other network or telecommunications source within the wire center is allowed only through USWC services.
- h. Expanded Interconnection Channel Regeneration. Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the USWC network is of sufficient length to require regeneration.

2. Physical Collocation Rate Elements

The following rate elements, as specified in Appendix A, apply only to physical collocation arrangements:

- a. Floor Space Rental. Provides the monthly rent for the leased physical space, property taxes and base operating cost without -48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 Volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of the USWC wire center areas surrounding the leased physical space and general repair and maintenance.

The monthly charge for floor space rental shall be \$3.00 per square foot.

- b. Enclosure Buildout. The Enclosure Buildout element, either Cage or, at WINSTAR's option, Hardwall, includes the material and labor to construct the enclosure specified by WINSTAR or WINSTAR

may choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support WINSTAR loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code for the hardwall enclosure). Also provides for humidification, if required.

The nonrecurring charge for an enclosure buildout shall be a flat rate of \$40,000.00; this charge is for 100 square feet. All other requests for space shall be provided on an individual case basis.

3. Virtual Collocation Rate Elements

The following rate elements, as specified in Appendix A, apply uniquely to virtual collocation:

- a. Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the WINSTAR virtually collocated equipment. WINSTAR is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for WINSTAR. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.
- b. Training Labor -- Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for WINSTAR virtually collocated equipment which is different from USWC provided equipment. USWC will require three USWC employees to be trained per metropolitan service area in which the WINSTAR virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require WINSTAR to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to WINSTAR will be reduced by half, should a second collocater in the same metropolitan area select the same virtually collocated equipment as WINSTAR. Should USWC employees already be trained on the variety of equipment being installed, no charges shall apply.
- c. Equipment Bay -- Provides mounting space for the WINSTAR virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.

- d. Engineering Labor -- Provides the planning and engineering of the WINSTAR virtually collocated equipment at the time of installation, change or removal.
- e. Installation Labor -- Provides for the installation, change or removal of the WINSTAR virtually collocated equipment.

E. Collocation Installation Intervals

The following intervals are common to both virtual and physical collocation:

1. Acknowledgment of Floor Space Availability. Within fifteen days of the receipt by USWC from WINSTAR of a Request for Collocation and an associated Quote Preparation Fee, USWC will notify WINSTAR whether the sufficient floor space is available to accommodate WINSTAR's request.
2. Quote Preparation. Within twenty-five business days of the receipt by USWC from WINSTAR of a Request for Collocation and an associated Quote Preparation Fee, USWC provide WINSTAR with a written quotation containing all nonrecurring charges for the requested collocation arrangement.
3. Quote Acceptance. Within thirty days of the receipt by WINSTAR of the USWC quotation, WINSTAR will accept the USWC proposed quotation. Acceptance shall require payment to USWC of fifty percent of the non-recurring charges provided on the quotation.
4. Completion of Enclosure Construction (physical collocation only). Within 90 days of the acceptance of the quotation by WINSTAR, the construction of the necessary cage/hardwall enclosure shall be completed, subject to any delays caused by government agencies beyond USWC's control. At this time, the leased floor space will be available to WINSTAR for installation of its collocated equipment.
5. Completion of Collocated Equipment Installation (virtual collocation only) -- USWC shall complete the installation of WINSTAR's collocated equipment within 90 days of USWC's receipt of WINSTAR's collocated equipment. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days.

VIII. UNBUNDLED ACCESS/ELEMENT

A. General Terms

1. USWC agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this Agreement: 1) local loop, 2) local and tandem switches (including all vertical switching features provided by such switches, 3) interoffice transmission facilities,

- 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance facilities.
2. This Agreement provides for the provision of Unbundled Loops to WINSTAR which may be connected with WINSTAR's switch for the purpose of offering a finished retail service. In addition, USWC agrees to provide an Unbundled Switching Element to WINSTAR which may be combined with WINSTAR-provided loops to provide a finished retail service. USWC will not combine USWC's Unbundled Loops with USWC's Unbundled Switching Element to provide a finished service to WINSTAR. USWC agrees, however, to offer finished retail services to WINSTAR for resale pursuant to Section XI, Resale, of this Agreement.
3. USWC will not restrict the types of telecommunications services WINSTAR may offer through unbundled elements, nor will it restrict WINSTAR from combining elements with any technically compatible equipment WINSTAR owns. USWC will provide WINSTAR with all of the telecommunication service functionalities of a particular element, so that WINSTAR can provide any telecommunications services that can be offered by means of the element. USWC agrees to perform and WINSTAR agrees to pay for the functions and costs necessary to combine requested elements in any technically feasible manner either with other elements from USWC's network, or with elements possessed by WINSTAR. However, USWC need not combine network elements in any manner requested if not technically feasible, but must combine elements ordinarily combined in its network in the manner they are typically combined.

B. Description of Unbundled Elements

1. Tandem Switching

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

2. Transport

USWC will provide unbundled access to shared transmission facilities between end offices and the tandem switch. Further, USWC will provide unbundled access to dedicated transmission facilities between its central offices or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and serving wire centers (SWCs), SWCs and IXC POPs, tandem switches

and SWCs, end offices or tandems of USWC, and the wire centers of USWC and requesting carriers. USWC will also provide all technically feasible transmission capabilities, such as DS1, DS3, and Optical Carrier levels (e.g. OC-3/12/48/96) that WINSTAR could use to provide telecommunications services.

3. Digital Cross Connect System.

USWC will provide WINSTAR with access to mutually agreed upon digital cross-connect system (DCS) points.

4. Unbundled Loops

a. Service Description

i. An Unbundled Loop establishes a transmission path between the USWC distribution frame (or equivalent) up to, and including, USWC's network interface device (NID). For existing loops, the inside wire connection to the NID will remain intact.

ii. Basic Unbundled Loops are available as a two-wire or four-wire, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, WINSTAR is requested to specify loop start or ground start option. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to WINSTAR.

(a) To the extent WINSTAR requires an Unbundled Loop to provide ISDN, HDSL, ADSL or DS1 service, such requirements will be identified on the order for Unbundled Loop Service. Conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standard.

(b) Specific channel performance options for the loops can be ordered by identifying the Network Channel (NC)/Network Channel Interface (NCI) for the functions desired. USWC will provide WINSTAR with the available NC/NCI codes and their descriptions. Channel performance is not yet offered as an unbundled element. If desired, it will be negotiated on an individual case basis.

b. Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. USWC's sole

obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USWC does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between WINSTAR's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section XIX, Notice of Changes, herein.

- c. Facilities and lines furnished by USWC on the premises of WINSTAR's end user and up to, and including, the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop Service to remove such facilities and lines. The Parties agree to explore issues surrounding the extension of Unbundled Loops beyond the NID.
- d. Unbundled Loops include the facilities between the USWC distribution frame up to and including USWC's NID located at WINSTAR's end user premise. The connection between the distribution frame and WINSTAR facilities is accomplished by ordering the applicable EICT in conjunction with Expanded Interconnection-Collocation as set forth in USWC's Private Line Tariff. To exit the office via private line, the connection between the distribution frame is the applicable multiplexing and High Capacity Service ordered from the private line tariff. Regeneration for the EICT may be required. The applicable channel plugs are also available for the multiplexing function on a case by case basis.
- e. Ordering and Maintenance.
 - i. For the purposes of loop assignment, tracking, and dispute resolution, USWC will require a Letter of Authorization for each existing USWC end user for which WINSTAR has requested reassignment of the loop serving that end user.
 - ii. If there is a conflict between an end user (and/or its respective agent) and WINSTAR regarding the disconnection or provision of Unbundled Loops, USWC will honor the latest dated Letter of Authorization designating an agent by the end user or its respective agent. If the end

user's service has not been disconnected and Unbundled Loop Service is not yet established, WINSTAR will be responsible to pay the nonrecurring charge as set forth herein. If the end user's service has been disconnected and the end user's service is to be restored with USWC, WINSTAR will be responsible to pay the applicable nonrecurring charges as set forth in USWC's applicable tariff, to restore the end user's prior service with USWC.

- iii. WINSTAR is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. USWC will work cooperatively with WINSTAR to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. WINSTAR must provide to USWC switch-based test results when testing its customer's trouble prior to USWC performing any repair functions. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, USWC shall apply to WINSTAR the maintenance of service charges in accordance with the applicable time and materials charges in USWC's tariff.
- iv. WINSTAR will be responsible to submit to USWC a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. Unbundled Loop facilities will be returned to USWC when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.
- v. The installation due date is a negotiated item. For related orders, new connects will be physically worked within the same calendar day.
- vi. When ordering Unbundled Loops, WINSTAR is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- vii. WINSTAR will have responsibility for testing the equipment, network facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at WINSTAR's request, and the fault is not in the USWC facilities, a charge shall apply.

- viii. WINSTAR will be responsible for providing battery and dial tone to its connection point two days prior to the due date on the service order.
 - ix. Provisions regarding Basic Testing at Coordinated Cutover Time shall be negotiated between the Parties on an individual case basis.
 - x. WINSTAR and USWC will work cooperatively to develop forecasts for Unbundled Loop service. USWC requests an eighteen month forecast of Unbundled Loop service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly, and will be treated as WINSTAR confidential information.
- f. Appendix A contains the rate information for Unbundled Loops.
 - g. If applicable, the New Interconnection/Unbundled Element Request Process will apply as detailed in Section XX of this Agreement.
 - h. If applicable, Construction Charges, pursuant to Section XXIV, of this Agreement, may apply to the construction of new Unbundled Loops on behalf of WINSTAR.

5. Local Switching Elements

The switching network element includes facilities that are associated with the line (e.g., the line card), facilities that are involved with switching the call, and facilities used for custom routing. The local switching network element is comprised of three rate elements:

- a. Line-related (per line)
 - i. The switching elements encompass line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. This includes the functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. The line-related local switching element includes:
 - (a) Telephone Number
 - (b) Directory Listing
 - (c) Dial Tone
 - (d) Signaling (loop or ground start)
 - (e) On/Off Hook Detection
 - (f) Audible and Power Ringing
 - (g) Automatic Message Accounting (AMA) Recording
 - (h) Access to 911, Operator Services, and Directory Assistance

- (i) Blocking Options (900 services)
- ii. The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.
- iii. The access point for line-side local switching interconnection, depending upon the element, is the Distributing Frame (DF) or the Digital Crossconnect Bay (DSX) of the USWC designated serving wire center.
- iv. Physical Traits - Line-side elements. Two-wire, analog, POTS type switch connection at the Distributing Frame.
- v. The price for line-related local switching is described in Appendix A.

b. Trunk-side Local Switching Element (per minute of use)

The trunk-side local switching interconnection element includes the switching functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. This rate element is the same as the call termination element for Local Interconnection Service (LIS) described in Section V.

c. Customized routing

i. Description

Customized routing will enable WINSTAR to direct particular classes of calls to particular outgoing trunks. WINSTAR can use customized routing to direct its customers' calls to 411, 555-1212, or O- to its own directory assistance or operator services platform.

ii. Limitations

Because there is a limitation in the technical feasibility of offering custom routing beyond the capacity of the 1A ESS switch, custom routing will be offered to competitors on a first-come, first-served basis.

iii. The price for custom routing will be provided on a case-by-case basis.

6. Network Interface Device (NID)

a. Service Description.

A device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

- b. WINSTAR may connect its loops, via its own NID, to the USWC NID.
 - c. Any costs associated with USWC's connection of WINSTAR's NID to USWC's NID, will be the responsibility of WINSTAR.
 - d. If WINSTAR purchases an unbundled loop, WINSTAR may provide its own NID or have USWC provide the NID.
 - e. The price for access to the NID will be provided on a case-by-case basis.
7. Additional Unbundled Elements

USWC shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled network elements not covered in this Agreement in response to specific requests therefor, pursuant to the BFR Process detailed in Section XX of this Agreement.

IX. INTERIM NUMBER PORTABILITY

A. General Terms

- 1. The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.
- 2. Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through remote call forwarding, direct inward dialing and NXX migration.
- 3. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP customer numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both parties agree to conform and provide such permanent number portability.
- 4. USWC will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards

associated with these forwarded numbers as directed by WINSTAR. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

5. Upon request, USWC shall provide to WINSTAR INP via Direct Inward Dial Trunks pursuant to applicable tariffs.
6. Where either party has activated an entire NXX for a single customer, or activated a substantial portion of an NXX for a single customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

B. Description Of Service

1. Interim Number Portability Service ("INP") is a service arrangement that can be provided by USWC to WINSTAR or by WINSTAR to USWC. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor".
2. INP applies to those situations where an end-user customer elects to transfer service from the INP Provider to the INP Requestor and they also wish to retain their existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's customers who request to transfer to the INP Requestor's service.
3. INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to a INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.
4. INP is subject to the following restrictions:

- i. An INP telephone number may be assigned by INP Requestor only to the Requester's customers located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the portable number.
- ii. INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.
- iii. Only the existing, INP Provider assigned end-user telephone number may be used as a ported number for INP.
- iv. INP will not be provided by the INP Provider for customers whose accounts are in arrears and who elect to make a change of service provider unless and until the following conditions are met:
 - Full payment for the account (including directory advertising charges associated with the customer's telephone number) is made by customer or INP Requestor agrees to make full payment on behalf of customer.
 - INP Provider is notified in advance of the change in service provider and a Change of Responsibility form is issued.
 - INP Provider accepts the transfer of responsibility.
- v. INP services shall not be re-sold, shared or assigned by either party to another LEC or CLEC. This provision is not intended to prevent another carrier from reselling WINSTAR's local telecommunication services. However, the INP Service will revert back to USWC when no longer used by WINSTAR and back to WINSTAR when no longer used by USWC.
- vi. INP is not offered for NXX Codes 555, 976, 960 and coin telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service. Furthermore, INP numbers may not be used for mass calling events.
- vii. The ported telephone number will be returned to the originating company (or to the common pool of telephone numbers upon implementation of permanent number portability) when the ported service is disconnected. The company purchasing a ported number may not retain it and reassign it to another customer. The normal intercept

announcement as provided under the appropriate USWC State Tariffs to its end users will be provided by the INP Provider for the period of time until the telephone number is reassigned by the Provider.

5. Ordering and Maintenance

- i. The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity, e.g. end user queries and complaints.
- ii. Each party is responsible for obtaining a Letter of Authorization (LOA) from its end users who request a transfer of the end user's telephone number from the other Party.
- iii. The INP Provider will work cooperatively with the INP Requestor to ensure a smooth customer transition and to avoid unnecessary duplication of other facilities (e.g., unbundled loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- iv. If an end user requests transfer of service from the INP Requestor back to the INP Provider, the Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the Requestor to ensure a smooth customer transition and to avoid unnecessary duplication of other facilities (e.g., unbundled loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- v. Due to technical limitations, certain features are not available on calls passed through INP service.
- vi. The Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- vii. The Requestor will provide to the E911 database provider the network telephone number that the Requestor assigned to the Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor.

- viii. The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the Requester's end users

6. Cost Recovery

The parties agree that, for the purposes of this Agreement that the following cost structure is an acceptable measure of the costs incurred by the INP Provider.

- i. Number Ported -- This cost is incurred per number ported, per month. Should the INP Requestor provide the transport from the Provider's end office to the Requester's end office switch, a lower cost is incurred. This cost represents a single call path from the Provider's end office switch to the Requestor for the portable number.
- ii. Additional Call Path -- This cost is incurred per additional call path per month added to a particular ported telephone number. Should the INP Requestor provide the transport from the Provider's end office to the Requester's end office switch, a lower cost is incurred.
- iii. Service Establishment -- Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor.
- iv. Service Establishment -- Per Number -- This non-recurring cost is for each telephone number equipped with INP.
- v. The parties agree that Appendix A reasonably identifies the above costs.
- vi. Each Party shall separately keep records of : 1) its costs of providing Interim Number Portability; and 2) a reasonable profit ("INP charges"). When the FCC or the Commission determine the methodology for recovering such INP Charges consistent with FCC Interim Number Portability Order (s), each Party shall comply with the established methodology for recovery of such INP Charges in a competitively neutral manner.
- vii. The parties shall, each quarter, exchange the confidential data necessary to implement the above pro-rata assignment of interim number portability costs.
- viii. The INP Provider will, when using RCF, send the original ("ported") number over the interconnection arrangements as the calling party number using the signaling protocol applicable to the arrangements. The INP Requestor will

capture and measure the number of minutes of INP incoming traffic. USWC will provide (and update quarterly) percentage distributions of all terminating traffic in the LATA by jurisdictional nature of the traffic: a) local; b) intrastate, intraLATA switched access; c) intrastate, interLATA switched access; d) interstate, intraLATA switched access; e) interstate, interLATA switched access. Separate residence and business percentage distributions will be provided, to the extent possible. The Parties agree to work cooperatively to develop and exchange the data required to implement this paragraph. The appropriate percentage will be applied to the number of minutes of INP traffic in each category to determine the number of minutes eligible for additional "pass through" switched access compensation. Pass through switched access compensation will be paid at the following rates:

For all intra-LATA toll and inter-LATA minutes delivered over INP, USWC will pay, in lieu of reciprocal compensation, all terminating switched access elements otherwise due the terminating office provider, including:

end office switching;
IC (interconnection charge);
CCLC; and
appropriate portion of tandem switched transport.

ix. Rates are contained in Appendix A.

X. ANCILLARY SERVICES AND ARRANGEMENTS

A. Signaling Access to Call-Related Databases

1. When WINSTAR is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC Service Management Systems (SMS) will be provided to WINSTAR to create, modify, or update information in the call related databases, equivalent to the USWC access.
2. USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.
3. CCSAC includes:

- a. Entrance Facility - This element connects WINSTAR's signaling point of interface with the USWC serving wire center (SWC). WINSTAR may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, WINSTAR would need to purchase collocation and an expanded interconnection channel termination.
 - b. Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. WINSTAR may purchase this element or self-provision transport directly to the STP. If WINSTAR provides the link to the STP, it must purchase collocation and an expanded interconnection channel termination at the STP location.
 - c. STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).
4. Access to Advanced Intelligent Network (AIN) functions is available only through the STP.
 5. USWC will provide access to SMS through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows WINSTAR to create modify, or update information in call related databases. Currently, the SCE process is predominantly manual.
 6. The pricing for CCSAC service is provided in Appendix A.

B. 911/E-911 Service

1. Scope.
 - a. WINSTAR exchanges to be included in USWC's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.
 - b. In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, WINSTAR will participate in the provision of the 911 System as described in this Agreement.
 - i. Each party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.
 - ii. USWC, or its agent, will be responsible for maintaining the E-911 Data Base. USWC, or its agent, will provide a copy of the Master Street Address Guide ("MSAG"), and periodic updates, to WINSTAR.

- iii. WINSTAR assumes all responsibility for the accuracy of the data that WINSTAR provides to USWC for MSAG preparation and E-911 Data Base operation.
 - iv. WINSTAR will provide end user data to the USWC ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USWC will furnish WINSTAR any variations to NENA recommendations required for ALI data base input.
 - v. WINSTAR will provide end user data to the USWC ALI data base that are Master Street Address Guide (MSAG) valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.
 - vi. WINSTAR will update its end user records provided to the USWC ALI data base to agree with the 911 MSAG standards for its service areas.
 - vii. USWC will provide WINSTAR with the identification of the USWC 911 controlling office that serves each geographic area served by WINSTAR.
 - viii. The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.
 - ix. USWC will provide WINSTAR with the ten-digit telephone numbers of each PSAP agency, for which USWC provides the 911 function, to be used by WINSTAR operators for handling emergency calls in those instances where the WINSTAR customer dials "O" instead of "911".
 - x. WINSTAR will provide USWC with the ten-digit telephone numbers of each PSAP agency, for which WINSTAR provides the 911 function, to be used by USWC operators for handling emergency calls in those instances where the USWC customer dials "O" instead of "911".
- c. If a third party; i.e., LEC, is the primary service provider to a county, WINSTAR will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and WINSTAR are totally separate from this Agreement and USWC makes no representations on behalf of the third party.

- d. If WINSTAR is the primary service provider to the county, WINSTAR and USWC will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
 - e. WINSTAR will separately negotiate with each county regarding the collection and reimbursement to the county of applicable customer taxes for 911 service.
 - f. WINSTAR is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USWC for the 911 call delivery.
 - g. The parties shall provide a single point of contact to coordinate all activities under this Agreement.
 - h. Neither Party will reimburse the other for any expenses incurred in the provision of E-911 services.
2. Performance Criteria. E-911 Data Base accuracy shall be as set forth below:
- a. Accuracy of ALI (Automatic Location Identification) data will be measured jointly by the PSAPs (Public Safety Answering Points) and USWC in a format supplied by USWC. The reports shall be forwarded to WINSTAR by USWC when relevant and will indicate incidents when incorrect or no ALI data is displayed.
 - b. Each discrepancy report will be jointly researched by USWC and WINSTAR. Corrective action will be taken immediately by the responsible party.
 - c. Each party will be responsible for the accuracy of its customer records. Each party specifically agrees to indemnify and hold harmless the other party from any claims, damages, or suits related to the accuracy of customer data provided for inclusion in the E-911 Data Base.

C. Directory Assistance

- 1. USWC agrees to (1) provide to WINSTAR's operators on-line access to USWC's directory assistance database; (2) provide to WINSTAR unbranded directory assistance service (3) provide to WINSTAR directory assistance service under WINSTAR brand (where technically feasible); (4) allow WINSTAR or WINSTAR's designated operator bureau to license USWC's directory assistance database for use in providing competitive directory assistance services; and (5) in conjunction with (2) or (3) above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion

service USWC makes available to its own users. Prices for all of these services will be determined through the Network Interconnection and Unbundled Element Request Process.

2. The price for directory assistance, provided pursuant to this Agreement, shall be 34 cents per call. As an alternative, the Parties may obtain directory assistance service pursuant to effective tariffs.
3. The price for directory call completion services shall be 35 cents per call, pending the completion of an approved TELRIC cost study. Additional charges, for USWC intraLATA toll services, also apply for completed intraLATA toll calls. Long distance service shall be available pursuant to the wholesale discount provided in Section XI, Resale, herein. Call completion service is an optional service. WINSTAR may, at its option, request USWC to not provide call completion services to WINSTAR customers.

D. Directory Listings

1. Scope.
 - a. Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of WINSTAR's end users in USWC's listing database, based on end user information provided to USWC by WINSTAR. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph d., below.
 - b. WINSTAR will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to WINSTAR's end user customers. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. WINSTAR will be charged for premium and privacy listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates, less the wholesale discount. WINSTAR utilizing Remote Call Forwarding for local number portability can list only one number without charge - either the end customer's original telephone number or the WINSTAR-assigned number. The standard discounted rate for an additional listing applies to the other number.
 - c. USWC will furnish WINSTAR the Listings format specifications. WINSTAR may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between WINSTAR and USWC to determine time frames.

- d. WINSTAR grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. WINSTAR hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

- i. Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. WINSTAR authorizes USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

- ii. Restrict to USWC's directory assistance -- Prior authorization required by WINSTAR for all other uses. WINSTAR makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond DA. USWC will sell Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of WINSTAR's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

WINSTAR will select an option prior to commencing Service under this Agreement.

- e. To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section XXVII. H, "Limitation of Liability", of this Agreement with respect to Listings only.

2. USWC Responsibilities

- a. USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with WINSTAR orders. USWC will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that WINSTAR has supplied USWC the necessary privacy indicators on such Listings.

- b. USWC will include WINSTAR Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to WINSTAR's Listings.
 - c. USWC will ensure the WINSTAR Listings provided to USWC are included in the white pages directory published on USWC's behalf.
3. WINSTAR Responsibilities
- a. WINSTAR agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.
 - b. WINSTAR will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.
 - c. WINSTAR represents and warrants the end user information provided to USWC is accurate and correct. WINSTAR further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. WINSTAR shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC with the applicable Listing information.
 - d. WINSTAR is responsible for all dealings with, and on behalf of, WINSTAR's end users, including:
 - i. All end user account activity, e.g. end user queries and complaints.
 - ii. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
 - iii. Determining privacy requirements and accurately coding the privacy indicators for WINSTAR's end user information. If end user information provided by WINSTAR to USWC does not contain a privacy indicator, no privacy restrictions will apply.
 - iv. Any additional services requested by WINSTAR's end users.

E. Busy Line Verify/Interrupt

- 1. Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called

line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

2. Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
3. The rate for Busy Line Verify shall be \$.72 per call, and for Busy Line Verify and Interrupt, \$.87 per call.
4. Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.
5. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section VI, Interconnection. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth above.

F. Toll and Assistance Operator Services.

1. Description of Service.

Toll and Assistance refers to functions customers associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by WINSTAR via collocation arrangements to route calls to WINSTAR's platform.

2. Functions include:
 - a. O-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
 - b. Alternate Billing Services (ABS or O+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
 - c. O- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.

- d. Automated Branding - ability to announce the carrier's name to the customer during the introduction of the call.
 - e. Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.
3. Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
 4. Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.
 5. Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
 6. Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.
 7. Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.
 8. The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

G. Interconnection to Line Information Data Base (LIDB)

1. Description of Line Information Data Base (LIDB).

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill calls. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling card, billing or service restrictions and the sub-account information to be included on the call's billing record.

2. Interfaces.

Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10)

3. LIDB Access.

- a. All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).
 - b. All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TR-TSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using SS7 protocols for basic message transport.
 - c. The SCP node provides all protocol and interface support. WINSTAR SS7 connections will be required to meet Bellcore's GR905. TR954 and USWC's Technical Publication 77342 specifications.
 - d. Non-USWC companies will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two centers enter information into USWC's service order process interface system, SOPI.
 - e. It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.
4. Pricing for LIDB access shall be determined on a case-by-case basis and will be included in a separate LIDB agreement between the Parties.

H. Access to Poles, Ducts, Conduits, and Rights of Way

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements. The U S WEST Pole and Anchor Attachment and /or Innerduct Occupancy General Terms and Conditions is attached as Appendix C.

I. Miscellaneous Ancillary Services.

Miscellaneous ancillary services will be addressed in separate agreements between the Parties.

XI. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

USWC is developing a proposal for access to its Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders and to provide WINSTAR with electronic interfaces for pre-ordering, ordering, demand repairs and billing functions by January 1, 1997 for Plain Old Telephone Services (POTS). These interfaces will also have the necessary mediation to protect the integrity of the network as well as allay any privacy concerns for customer information. The components described in this section are conceptual in nature and will be subject to change as the implementation process proceeds. There will be charges associated with the introduction of the interface and ongoing access to OSS operations which will include an initial access fee and an ongoing charge as described more fully below.

A. Operational Systems Interfaces - Interface Implementation Timetable

USWC's initial operational systems interfaces deployment on January 1, 1997, will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. Timeframes for delivery of the operational support systems for designed services are estimated to be between the 2nd and 3rd quarters of 1997. The specific features and functions are not discussed in this Agreement.

B. OSS Interface Design

1. USWC will develop OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways will act as a mediation or control point between WINSTAR's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases.
2. USWC proposes the use of the existing Electronic Data Interchange ("EDI") standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.
3. For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records, using the Network Data Mover ("NDM"), otherwise also known as the Connect Direct method to transmit the information to carriers.

C. Accessible OSS Functions

1. Pre-ordering