

## PART B

### 1 General Rule

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

### 2 Definitions

#### 2.1 **911 Service or 911.**

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

#### 2.2 **Act.**

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996).

#### 2.3 **Adjunct Equipment.**

Peripheral equipment housing a database that interfaces with a switch and provides the switch with call processing instructions.

#### 2.4 **Advanced Services.**

Has the meaning as defined by the FCC.

#### 2.5 **Affiliate.**

An entity that directly or indirectly owns or controls, is owned or controlled by, or

is under common ownership or control with, another entity. For purposes of this definition, "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

2.6 **Automatic Location Identification.**

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone, and supplementary emergency services information.

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

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

2.8 **Ancillary Traffic.**

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

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

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

2.10 **Answer Supervision.**

An off-hook supervisory signal.

2.11 **Applicable Law.**

All effective laws, government regulations, rules, and orders applicable to each Party's rights, or performance of its obligations, under this Agreement, including, but not limited to, the Act, the rules, regulations, and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction reviewing the rules, regulations, and orders of the FCC or Commission.

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

The industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and Verizon for local interconnection.

2.13 **Binder Group.**

Copper pairs bundled together, generally in groups of 25, 50, or 100.

2.14 **Intentionally Left Blank.**

- 2.15 **Bona Fide Request (BFR).**  
As described in Network Elements Attachment.
- 2.16 **Business Day.**  
Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 2.17 **Calendar Quarter.**  
January through March, April through June, July through September, or October through December.
- 2.18 **Calendar Year.**  
January through December.
- 2.19 **Carrier Access Billing System (CABS).**  
Defined in a Telcordia Billing Output Specification document, and contains the recommended guidelines for the billing of access and other connectivity services.
- 2.20 **CCS (Common Channel Signaling).**  
A method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 2.21 **Central Office Switch.**  
A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a tandem switch. A Central Office Switch may also be employed as a combination End Office Switch/tandem switch.
- 2.22 **CENTREX.**  
CENTREX service is a Central Office Switch based telecommunications system that provides telecommunications access lines and call management features.
- 2.23 **Charge Number.**  
A CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 2.24 **Claims.**  
Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).
- 2.25 **CLASS (Bellcore Service Mark).**  
A set of call-management service features that utilize the capability to forward a

calling party's number between end offices as part of call setup. Features include automatic callback, automatic recall, caller ID, call trace, and distinctive ringing.

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

A competitive local exchange carrier.

2.27 **CLLI Codes.**

Common Language Location Identifier Codes.

2.28 **Centralized Message Distribution System (CMDS).**

The Telcordia administered national electronic transmission system that LECs use to exchange EMI formatted data among CMDS direct participants known as host agents.

2.29 **Commission.**

The Virginia State Corporation Commission.

2.30 **Conversation Time.**

The portion of a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.31 **Calling Party Number (CPN).**

A CCS parameter which refers to the number transmitted through the network identifying the calling party.

2.32 **CPNI (Customer Proprietary Network Information).**

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.33 **Cross Connection.**

A connection scheme between cabling runs, subsystems, and equipment, using patch cords or jumpers that attach to connecting hardware on each end.

2.34 **Dark Fiber, Dark Fiber Loop, and Dark Fiber IOF.**

Shall have the respective meanings set forth in the Network Element Attachment.

2.35 **Dedicated Transport.**

Shall have the meaning set forth in the Network Elements Attachment.

2.36 **Digital Signal Level.**

One of several transmission rates in the time-division multiplex hierarchy.

2.37 **Digital Signal Level 0 (DS0).**

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.38 **Digital Signal Level 1 (DS1).**

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.39 **Digital Signal Level 3 (DS3).**

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

2.40 **Digital Subscriber Line (DSL).**

Refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to, or instead of, normal analog voice service.

2.41 **Digital Subscriber Line Access Multiplexer (DSLAM).**

A device that combines: (i) the ability to terminate copper customer loops (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (iii) the ability to extract data units from the data channels on the loops; and (iv) the ability to combine data units from multiple loops onto one or more trunks that connect to a packet switch or packet switches.

2.42 **Distribution.**

Shall have the meaning set forth in the Network Elements Attachment.

2.43 **Effective Date.**

The date on which this Agreement is approved by the FCC or deemed approved under the Act.

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

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

2.45 **End Office Switch or End Office.**

A Central Office Switch used to terminate subscriber station loops for the purpose of connecting to each other and to trunks.

2.46 **Enhanced 911 (E911).**

An emergency telephone system which includes network switching, databases, and CPE elements capable of providing selective routing, selective transfer, fixed transfer, ANI, and ALI.

2.47 **Exchange Access.**

Shall have the meaning set forth in the Act from time to time, which as of the Effective Date of this Agreement is as follows: the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of telephone toll services.

2.48 **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.

2.49 **FCC.**

The Federal Communications Commission.

2.50 **FCC ISP-Bound Traffic 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, (released April 27, 2001).

2.51 **FCC Regulations.**

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

2.52 **Intentionally Left Blank.**

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

A subscriber Digital Loop Carrier ("DLC") system which terminates directly in an end-office switching network at a DS1 level, avoiding the conversion of digital to analog.

2.54 **Intentionally Left Blank.**

2.55 **Inside Wire or Inside Wiring.**

All wire facilities on the customer side of the NID, including inside the customer's premise.

2.56 **Intentionally Left Blank.**

2.57 **InterLATA Service.**

Shall have the meaning set forth in the Act.

2.58 **IntraLATA.**

Telecommunications services that originate and terminate at a point within the same LATA.

- 2.59 **Intentionally Left Blank.**
- 2.60 **ISDN (Integrated Services Digital Network).**  
Refers to a digital circuit switched network service. Basic Rate ISDN provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps over a 1.5 Mbps transmission channel.
- 2.61 **ISDN User Part (ISUP).**  
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.62 **IXC (Interexchange Carrier).**  
A Telecommunications Carrier that provides Telephone Toll Services.
- 2.63 **LATA (Local Access and Transport Area).**  
Shall have the meaning set forth in the Act.
- 2.64 **LEC (Local Exchange Carrier).**  
Shall have the meaning set forth in the Act.
- 2.65 **LERG (Local Exchange Routing Guide).**  
A Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.
- 2.66 **LIDB (Line Information Data Base).**  
A SCP database that provides for such functions as calling card validation for telephone line number cards issued by ILECs and other entities and validation for collect and billed-to-third services.
- 2.67 **Line Side.**  
An End Office Switch connection that provides, through programmable line translations, transmission, switching and optional features suitable for customers' connection to and from the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.
- 2.68 **Line Status Verification And Call Interrupt (LSV/VCI).**  
An operator-to-operator call in which the originating operator, on behalf of an end user, inquires as to the busy status of, or requests an interruption of, a call on a Telephone Exchange Service.
- 2.69 **Local Number Portability (LNP).**

A long-term service arrangement whereby users of Telecommunications Services may retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

2.70 **Local Switching.**

The Network Element that provides MCI the ability to use switching functionality in a Verizon end office switch, including all vertical services, features, functions, and capabilities of a switch that Verizon already provides. MCI may request modifications to the switching functionality, including the vertical services and/or features, available in a Verizon end office switch pursuant to the BFR process set forth in this UNE Attachment. Local Switching will be provisioned with a port element, which provides line or trunk side access to Local Switching.

2.71 **Loop.**

A transmission facility that extends from a Main distribution Frame or its equivalent in the incumbent Central Office and the Loop demarcation point at the end users customer premises.

2.72 **Loop Feeder.**

Shall have the meaning set forth in the Network Elements Attachment.

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

The industry standard forms and supporting documentation used for ordering local Services.

2.74 **Master Street Address Guide.**

A database of street names and house number ranges within their associated communities defining emergency service zones and their associated emergency service numbers.

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

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system. A main distribution frame may also carry protective devices as well as function as a testing point.

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

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

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

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

2.78 **National Emergency Number Association (NENA).**

An association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

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

The system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

2.80 **Network Element.**

Shall have the meaning set forth in the Act from time to time, which as of the Effective Date of this Agreement is as follows: a facility or equipment used in the provision of a Telecommunications Service. Such term also includes, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

2.81 **Intentionally Left Blank.**

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

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

2.83 **Non-Discriminatory Basis.**

Means (i) in the context of Network Elements, non-discriminatory as defined by the FCC; and (ii) in all other contexts, that the Party shall perform the obligation

or provide the service in question on a non-discriminatory basis for all other Telecommunications Carriers (including, but not limited to, itself, its Subsidiaries or Affiliates, or any third party) and its customers, as required by Section 202(a) of the Act, and/or Section 251 of the Act, as applicable.

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

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

2.85 **OCN.**

Operating company number.

2.86 **Operator Services.**

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

2.87 **Order.**

An order or application to provide, change or terminate a Service.

2.88 **Parity.**

Means on a Non-Discriminatory basis.

2.89 **Party.**

Means a party to this Agreement, either Verizon or MCI; "**Parties**" means both Verizon and MCI.

2.90 **Intentionally Left Blank.**

2.91 **Port.**

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

2.92 **Intentionally Left Blank.**

2.93 **Intentionally Left Blank.**

2.94 **Public Answering Point (PSAP).**

A facility equipped and staffed to receive 911 calls. A primary PSAP receives the calls directly. If the call is relayed or transferred, the next receiving PSAP is designated a secondary PSAP.

2.95 **Rate Center.**

The geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Verizon (or MCI) for its provision of Telephone Exchange Service.

2.96 **Rate Center Area or Exchange Area.**

The exclusive geographic area identified as the area within which Verizon (or MCI) will provide Telephone Exchange Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center Point must be located within the Rate Center Area.

2.97 **Rate Center Point.**

The finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center Point must be located within the Rate Center Area.

2.98 **Intentionally Left Blank.**

2.99 **Remote Terminal.**

A cabinet, vault or similar structure at an intermediate point between the end user and Verizon's Central Office used to house telecommunications equipment.

2.100 **Retail Prices.**

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

2.101 **Intentionally Left Blank.**

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

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

2.103 **Selective Router.**

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

2.104 **Service.**

Any interconnection arrangement, Network Element, Telecommunications

Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

2.105 **Shared Transport.**

Shall have the meaning set forth in the Network Element Attachment.

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

A TDM-based (time division multiplexing) North American standard for high speed fiber optic transmission formulated by the Exchange Carriers Standards Association ("ECSA") for the American National Standards Institute ("ANSI").

2.107 **Signaling Point (SP).**

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

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

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

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

An out-of-band signaling protocol consisting of four basic sub-protocols:

(1.) Message Transfer Part ("MTP"), which provides functions for basic routing of signaling messages between signaling points.

(2.) Signaling Connection Control Part ("SCCP"), which provides additional routing and management functions for transfer of messages other than call setup between signaling points.

(3.) Integrated Services Digital Network User Part ("ISUP"), which provides for transfer of call setup signaling information between signaling points.

(4.) Transaction Capabilities Application Part ("TCAP"), which provides for transfer of non-circuit related information between signaling points.

2.110 **State.**

The Commonwealth of Virginia.

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

Performs a packet switching functions that routes signaling messages among SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query databases for Advanced Services.

2.112 **Subsidiary.**

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

2.113 **Switched Access Detail Usage Date.**

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

2.114 **Switched Access Summary Usage Date.**

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

2.115 **Switched Exchange Access Service.**

An offering of access to services or facilities for the purpose of the origination or termination of interexchange traffic from or to Telephone Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access.

2.116 **Tariff.**

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

2.117 **Technically Feasible.**

Shall have the meaning set forth by the FCC from time to time, which as of the Effective Date of this Agreement is as follows: Interconnection, access to unbundled Network Elements, collocation, and other methods of achieving interconnection or access to unbundled Network Elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

2.118 **Telcordia Technologies.**

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

2.119 **Telecommunications Carrier.**

Shall have the meaning set forth by the FCC from time to time, which as of the Effective Date of this Agreement is as follows: any provider of Telecommunications Services, except that such term does not include

aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

2.120 **Telecommunications Services.**

Shall have the meaning set forth by the FCC from time to time, which as of the Effective Date of this Agreement is as follows: the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.121 **Telephone Exchange Service.**

Shall have the meaning set forth by the FCC from time to time, which as of the Effective Date of this Agreement is as follows: (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of Switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service.

2.122 **Telephone Toll Service.**

Telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for Telephone Exchange Service.

2.123 **Intentionally Left Blank.**

2.124 **Toxic or Hazardous Substance.**

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

2.125 **Trunk Side.**

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

be used for the direct connection of ordinary telephone station sets.

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

A subscriber Digital Loop Carrier ("DLC") system using digital high capacity facilities between a Central Office and a Remote Terminal. For compatible analog interfaces, the terminals provide analog to digital and digital to analog signal conversions. Circuits associated with UDLC systems terminate on a CO distributing frame where they can be cross connected in the same manner as circuits provided over metallic loop facilities.

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

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

2.128 **V and H Coordinates Method.**

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

2.129 **Voice Grade.**

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

2.130 **Voluntary Federal Subscriber Financial Assistance Programs.**

Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

2.131 **Wave Division Multiplex (WDM).**

Refers to a device used to combine optical signals at different wavelengths on to a single fiber optic strand. The combined signal is then transported over the fiber optic strand. For coarse WDM applications, signals in the vicinity of 1.310 and 1.550 nanometers (nm) are combined and transported over the fiber optic strand. For dense WDM applications, signals in the vicinity of 1.55 nm are combined and transported over the fiber optic strand.

2.132 **Wire Center or Central Office.**

Denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Telephone Exchange Services and exchange Access Services, are located.

## PART C

### ADDITIONAL SERVICES ATTACHMENT

#### 1 Alternate Billed Calls

The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective customers in accordance with an arrangement mutually agreed to by the Parties. Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user and not either Party is responsible for payment of alternate billed calls for the intraLATA intrastate calls they make or accept.

#### 2 Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

#### 3 Directory Assistance (DA) and Operator Services

3.1 **Directory Assistance Service.** Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCI's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCI's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCI customers to the particular outgoing trunks and associated routing tables designated by MCI, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCI. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCI as unbundled network elements. In that instance, upon request by MCI, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled Network Elements. Where Verizon provides OS/DA services to MCI on a resale basis, Verizon shall provide such services at Parity and on a Non-Discriminatory basis.

3.1.1 Verizon shall provide for the routing of Directory Assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCI subscribers directly to either the MCI Directory Assistance service platform or Verizon Directory Assistance service platform as specified by MCI.

3.1.2 MCI subscribers shall be provided the capability by Verizon to dial the same telephone numbers for access to MCI Directory Assistance that Verizon subscribers are provided to access Verizon Directory Assistance.

3.1.3 If MCI purchases from Verizon MCI-branded Directory Assistance service selectively routed to Verizon's Directory Assistance platform, MCI shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Directory Assistance traffic to another Directory Assistance platform.

3.1.3.1 Verizon agrees to provide MCI subscribers with Directory Assistance service at Parity.

- 3.1.3.2 Verizon shall notify MCI in advance of any changes or enhancements to its Directory Assistance service, and shall make available such service enhancements at Parity and on a Non-Discriminatory basis with respect to other CLECs.
- 3.1.3.3 Verizon shall provide Directory Assistance to MCI subscribers in accordance with industry standards. Verizon shall notify MCI in advance of any changes or enhancements to its Directory Assistance service, and shall make available to MCI such service enhancements on a nondiscriminatory basis.
- 3.1.3.4 Verizon shall provide MCI with provisioning of Directory Assistance at Parity.
- 3.1.3.5 Service levels shall comply, at a minimum, with applicable state regulatory requirements, including those for number of rings to answer and disaster recovery options.
- 3.1.3.6 Intentionally Left Blank
- 3.1.3.7 Verizon shall provide the following minimum Directory Assistance capabilities to MCI's subscribers:
  - 3.1.3.7.1 Verizon shall provide to MCI subscribers seeking Directory Assistance the same number of responses and detail of information that it provides its own subscribers.
  - 3.1.3.7.2 Upon request by subscriber, call completion to the requested number for local and intraLATA toll calls shall be returned to the MCI network. Rating and billing shall be done by MCI.
    - 3.1.3.7.2.1 Upon MCI's request and if Technically Feasible, Verizon shall provide blocking of Directory Assistance call completion on an ANI specific basis.
  - 3.1.3.7.3 Verizon shall populate MCI listings in the Directory Assistance database in the same manner and in the same time frame as it does for Verizon subscribers.
  - 3.1.3.7.4 Any information provided by a Directory Assistance automatic response unit shall be repeated the same number of times for MCI subscribers as for Verizon subscribers.
  - 3.1.3.7.5 Verizon shall instruct MCI subscribers to call a toll free number for MCI customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.

3.1.4 Operator Services. Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCI's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCI's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCI customers to the particular outgoing trunks and associated routing tables designated by MCI, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCI. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCI as unbundled Network Elements. In that instance, upon request by MCI, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled network elements. Where Verizon provides OS/DA services to MCI on a resale basis, Verizon shall provide such services at Parity and on a Non-Discriminatory basis.

3.1.4.1 Verizon shall provide for the routing of 0+ local, 0- and operator transfers for local Operator Services calls dialed by MCI subscribers directly to either the MCI Operator Service platform or Verizon Operator Service platform as specified by MCI.

3.1.4.2 MCI subscribers shall be provided the capability by Verizon to dial the same telephone numbers to access MCI operator service that Verizon subscribers dial to access Verizon Operator Service.

3.1.4.3 If MCI purchases from Verizon MCI-branded Operator Services selectively routed to Verizon's Operator Services platform, MCI shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Operator Services traffic to another Operator Services platform.

3.1.4.3.1 Verizon agrees to provide MCI subscribers Operator Services and service enhancements at Parity and on a Non-Discriminatory basis.

3.1.4.3.2 Intentionally Left Blank.

3.1.4.3.3 Verizon shall provide the following minimum Operator Service capabilities to MCI subscribers at Parity.

3.1.4.3.3.1 Completion of 0+ and 0- dialed local calls;

3.1.4.3.3.2 Completion of 0+ intraLATA toll calls;

3.1.4.3.3.3 Completion of calls that are billed to a calling card, with the exception of calls billed to proprietary cards, and MCI shall designate to Verizon the acceptable types of special billing;

- 3.1.4.3.3.4 Completion of person-to-person calls;
- 3.1.4.3.3.5 Completion of collect calls;
- 3.1.4.3.3.6 The capability for callers to bill to a third party and complete such calls;
- 3.1.4.3.3.7 Completion of station-to-station calls;
- 3.1.4.3.3.8 The processing of emergency calls;
- 3.1.4.3.3.9 The processing of Line Status Verification and Verification and Call Interrupt requests;
- 3.1.4.3.3.10 The processing of operator-assisted Directory Assistance calls;
- 3.1.4.3.3.11 Provision of rate quotes;
- 3.1.4.3.3.12 The processing of time-and-charges requests; and
- 3.1.4.3.3.13 The routing of 0- traffic directly to a "live" operator team.
- 3.1.4.3.3.14 When requested by MCI and commencing on availability, Verizon shall provide when Technically Feasible, credit on Operator Services calls as provided to Verizon subscribers or shall instruct MCI subscribers to call a toll free number for MCI customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.
- 3.1.4.3.3.15 Caller assistance for the disabled; and
- 3.1.4.3.3.16 Provision of operator-assisted conference calling, when Technically Feasible.
- 3.1.4.3.3.17 Verizon shall accept and process overflow 911 traffic routed from MCI to its Verizon Operator Services platform without charge.

3.1.4.4 Operator Service shall provide to the extent Technically Feasible MCI's local service rates when providing rate quote and time-and-charges services when branding MCI services.

- 3.1.4.5 Verizon shall exercise at least the same level of fraud control in providing Operator Service to MCIIm that Verizon provides for its own Operator Service.
- 3.1.4.6 Verizon shall perform billed number screening when handling collect, third party, and calling card calls, both for station-to-station and person-to-person call types.
- 3.1.4.7 Verizon shall refer subscriber account and other similar inquiries to the subscriber service centers reasonably designated in advance by MCIIm from time to time.
- 3.1.4.8 Line Status Verification and Call Interrupt (LSV/CI)
  - 3.1.4.8.1 Verizon shall permit MCIIm to connect its local Operator Service to Verizon's LSV/CI systems to enable MCIIm to perform BLV/BLI services.
  - 3.1.4.8.2 Verizon shall engineer its LSV/CI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. MCIIm may, from time to time, provide its anticipated volume of BLV/BLI requests to Verizon. In those instances when the LSV/CI systems become unavailable, Verizon shall inform MCIIm as soon as practicable.
- 3.1.4.9 Where LNP is deployed and when a BLV/BLI request for a ported number is directed to a Verizon operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall if Technically Feasible confirm whether the number has been ported and shall direct the request to the appropriate operator.
- 3.1.4.10 Verizon shall allow MCIIm to order provisioning of telephone line number (TLN) calling cards and billed number screening (BNS), in its LIDB, for ported numbers, as agreed by the Parties. Verizon shall continue to allow MCIIm reasonable access to its LIDB for this purpose.

**3.2 Operator Service Trunking Arrangements.**

- 3.2.1 Where MCIIm purchases Operator Services from Verizon, MCIIm will establish separate trunk groups from MCIIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups").
- 3.2.2 Where MCIIm does not purchase Operator services from Verizon, MCIIm operators may request Verizon operators to provide line status verification of loops provisioned or maintained by Verizon, and such requests will be transmitted via inward trunks established pursuant to Section 6 below, or over local interconnection trunks via the appropriate operator services code in the LERG.
- 3.2.3 If MCIIm does not purchase Operator Services from Verizon, the Parties shall exchange Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI) inquiries between operator bureaus over Local Interconnection Trunk

Groups using network-routable access codes published in the LERG.

**3.3 Directory Assistance Trunking Arrangements.**

- 3.3.1 Where MCIIm purchases Directory Assistance service from Verizon, MCIIm will establish separate trunk groups from MCIIm's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups).
- 3.3.2 Where MCIIm purchases Verizon's Directory Assistance services or Operator Assistance services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCIIm upon request. Verizon shall provide MCIIm with the customer billing records necessary for MCIIm to bill its customers for these calls.

**3.4 Line Status Verification And Verification With Call Interruption.**

- 3.4.1 Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.
- 3.4.2 The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line.
- 3.4.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks.
- 3.4.4 Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party.
- 3.4.5 When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.
- 3.4.6 **Compensation.** Each Party shall charge the other Party for LSV and VCI at rates specified in the Pricing Attachment.

3.4.7 Where MCIIm does not purchase Operator Services other than LSV and VCI from Verizon, MCIIm has the option of routing its LSV/VCI traffic over the Local Interconnection Trunk(s), using the appropriate codes in the LERG. MCIIm need not establish a separate trunk for routing LSV/VCI traffic when MCIIm does not purchase Operator Services other than special services from Verizon.

#### **4 Directory Listing and Directory Distribution**

To the extent required by Applicable Law, Verizon will provide directory services to MCIIm. Such services will be provided in accordance with the terms set forth herein.

##### **4.1 Listing Information.**

As used herein, "Listing Information" means an MCIIm customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business customer, the primary business heading under which the business customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

##### **4.2 Listing Information Supply.**

MCIIm shall provide to Verizon on a regularly scheduled basis, at no charge, and in a mutually agreed upon industry standard format (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each MCIIm customer whose service address location falls within the geographic area covered by the relevant Verizon directory. MCIIm shall also provide to Verizon, via a mutually agreed to manual or electronic interface, as soon as possible after information is known by MCIIm, which may be on a daily basis, if applicable, (a) information showing MCIIm customers who have disconnected or terminated their service with MCIIm; and (b) delivery information for each non-listed or non-published MCIIm customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to MCIIm, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

##### **4.3 Listing Inclusion and Distribution.**

Verizon shall include each MCIIm customer's Primary Listing in the appropriate alphabetical directory and, for business customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such MCIIm customers in the same manner it provides initial distribution of such directories to its own customers. "Primary Listing" means a customer's primary name, address, and telephone number. Listings of MCIIm's customers shall be interfiled with listings of Verizon's customers and the customers of other LECs included in the Verizon directories. For MCIIm's customers, MCIIm shall pay Verizon the same rate that Verizon charges its subscribers for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements).

##### **4.4 Verizon Information.**

Upon request by MCI, Verizon shall make available to MCI the following information to the extent that Verizon provides such information to its own business offices a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to MCI, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

**4.5 Confidentiality of Listing Information.**

Verizon shall accord MCI Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license MCI Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as MCI customers are not separately identified as such; and provided further that MCI may identify those of its customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own customers. Verizon shall not be obligated to compensate MCI for Verizon's use or licensing of MCI Listing Information.

**4.6 Accuracy.**

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of MCI customer listings. At MCI's request, Verizon shall provide MCI with a report of all MCI customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by MCI with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

**4.7 Indemnification.**

MCI shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, MCI warrants to Verizon that MCI has the right to provide such Listing Information to Verizon on behalf of its customers. MCI shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. MCI agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by MCI hereunder.

**4.8 Liability.**

MCI agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its customers, to ensure that its and Verizon's liability to MCI's customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own customers.

**4.9 Service Information Pages.**

Verizon shall include all MCIIm NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. MCIIm's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when MCIIm is authorized to, and is offering, local service to customers located within the geographic area covered by a specific directory, at MCIIm's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, MCIIm's critical contact information for MCIIm's installation, repair and customer service, as provided by MCIIm, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. MCIIm shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

**4.10 Directory Publication.**

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

**4.11 Other Directory Services.**

MCIIm acknowledges that if MCIIm desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

**5 Directory Assistance Data**

5.1 Verizon will provide to MCIIm, and MCIIm will pay Verizon for, directory assistance data at the rate and under the terms and conditions set forth in the Directory Assistance License Agreement executed by the Parties on November 19, 1998, and as may be subsequently amended by the Parties.

**6 Intercept Treatment and Transfer of Service Announcements**

6.1 For Local Resale services and Network Elements (including Combinations and UNE-P), Verizon shall provide unbranded basic intercept treatment and transfer of service announcements to MCIIm's subscribers.

6.2 When an end user customer changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a referral announcement on the end user's former telephone number that provides the end user's new number or other appropriate information to the extent known. Referral announcements shall be provided reciprocally, free of charge to either Party or the end user to the extent the providing Party does not charge its own end user customers for such service, for the same period of time the providing Party provides its own end user customers when they change their telephone numbers.

6.3 The providing Party shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

**7 Telephone Numbers**

- 7.1 This Section applies in connection with MCIIm customers served by Telecommunications Services provided by Verizon to MCIIm for resale or a Local Switching Network Element provided by Verizon to MCIIm.
- 7.2 MCIIm's use of telephone numbers shall be subject to Applicable Law, the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 7), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 7.3 Subject to Sections 7.2 and 7.4, if a customer of either Verizon or MCIIm who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the customer using such VTS or VLSNE (including a change from Verizon to MCIIm, from MCIIm to Verizon, or from MCIIm to a LEC other than Verizon), after such change, the customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such customer by Verizon immediately prior to the change.
- 7.4 Verizon shall have the right to change the telephone numbers used by a customer if at any time: (a) the customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to MCIIm for resale, the type or class of service subscribed to by the customer changes.
- 7.5 If service on a VTS or VLSNE provided by Verizon to MCIIm under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to an MCIIm switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon customers, MCIIm, or Telecommunications Carriers other than Verizon and MCIIm.
- 7.6 MCIIm may reserve telephone numbers only to the extent Verizon's customers may reserve telephone numbers.