

1.1.71 'Telephone Toll Service' is **As** Defined in the Act

1.1.72 'Unbundled Network Element' or 'UNE' is **As** Defined by the Act

1.1.73 'Wholesale Service' shall mean any Telecommunications Service that NYNEX provides at retail to subscribers who are not Telecommunications Carriers and **which** is provided to Telecommunications Carriers pursuant to Section 251(c)(4) of the Act.

1.1.74 'Wire Center' means an **occupied** structure or portion thereof in which a Party has **the** exclusive right of occupancy (or where **such** right does not exist, exercises **such** control that it has the right to **permit** the Collocating Party to collocate facilities and equipment at the premises subject to the limitations set forth in Section 1.1.14 hereof) and **is** the premises at which **is** located one or more local End Office Switches and **is** a point at which Links (loops) used to provision end user's Local Exchange Service converge for **a** given area.

## **1.2** Other Definitional Provisions.

The terms defined in this Article include **the** plural as well as **the** singular. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. Article, Section, Paragraph and Attachment references refer to **Articles**, Sections and Paragraphs of, and Attachments to, this Agreement. The words "include" and "including" shall not be construed as terms **of** limitation.

## **2.0** INTERPRETATION AND CONSTRUCTION

**All** references to Sections and Attachments shall be deemed to be references to Sections of, and Attachments to, this Agreement unless the context shall otherwise require. **The** headings of the Sections and the **terms** defined in Attachment 1.0 **are** inserted **for** convenience **of** reference only and **are** not intended to be a part of or to affect the meaning of this Agreement. Unless otherwise stated, any reference to any agreement, other instrument (including NYNEX or other third party offerings, guides or practices), or **tariff** is for convenience of reference only and **is** not intended to be a part **of**, or incorporated into, this Agreement.

The terms and conditions of any and all Attachments hereto as amended from time to time by mutual agreement of the Parties **are** incorporated herein **by** reference and shall constitute part of this Agreement **as** if fully set forth herein.

This Agreement shall be construed and/or interpreted wherever possible to avoid conflict between the provisions hereof and the Attachments hereto, provided that if such a conflict shall arise with any Attachment, the provisions of this Agreement shall control, unless otherwise designated.

### 3.0 SCOPE

This Agreement sets forth the terms and conditions under which ANTC and NYNEX will interconnect their respective networks to enable ANTC to provide Telecommunications Services consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

### 4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA within the State of New York on Attachment 4.0. Attachment 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties by attaching a supplementary attachment to Attachment 4.0. Interconnection in a LATA shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.2, (ii) Collocation as provided in Section 18, (iii) any other Interconnection method allowed by applicable tariff, Act, rule or regulation, or (iv) any other Interconnection method to which the Parties may agree.

#### 4.1 Scope

The physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act shall be configured as set forth in the Parties' Joint Grooming Plan. The configuration of specific logical trunk groups (and traffic routing parameters) and the physical connections described herein related to the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic, respectively shall also be set forth in the Parties' Joint Grooming Plan. Other trunk groups, as described in this Agreement, may be configured using this architecture.

#### 4.2 Physical Architecture

In each LATA identified on Attachment 4.0, ANTC and NYNEX shall configure network interconnection arrangements as set forth in the Parties' Joint Grooming Plan. Both Parties, to the extent technically feasible, will provide a

diverse, reliable network that incorporates, where available, the most advanced, practicable technologies.

4.2.1 The network architecture established in the Joint Grooming Plan will meet the following minimum criteria:

(a) The Parties shall establish physical interconnection points at the locations designated on Attachment 4.0. Points on the ANTC network from which ANTC will provide transport and termination of traffic are designated as the ANTC Interconnection Points ("A-IP"). Points on the NYNEX network from which NYNEX will provide transport and termination of traffic are designated as the NYNEX Interconnection Points ("N-IP"). Consistent with the Act, ANTC may designate any additional interconnection points at any technically feasible location on NYNEX's network

(b) Each Party will provide owned or leased facilities to deliver traffic originated on its respective networks to the designated interconnection points of the other Party's network. The Party terminating the traffic will be responsible for all transport and termination of calls beyond the designated interconnection point.

4.2.2 The Parties may implement one of the following configurations, unless an alternative plan is mutually agreed to by both parties. NYNEX may not unreasonably disagree to any technically feasible alternative plan.

(a) A jointly maintained SONET network, in which each Party is responsible for the procurement, installation, and maintenance of mutually agreed-upon Optical Line Terminating Multiplexer ("OLTM") equipment at its respective premises. Additionally, each Party will be responsible for the installation and maintenance of one-half of a fiber optic ring; or

(b) Interconnection of networks at an optical level via a Fiber Meet or other comparable means.

4.2.3 The Parties agree to allow interim alternatives to the architecture described in Section 4.2, utilizing electrical hand-offs, provided the Parties mutually develop and agree on a plan to fully transition to an arrangement reflective of Section 4.2 in that LATA within one hundred and eighty (180) Days following the Interconnection Activation Date listed for that LATA in Attachment 4.0.

### 4.3 Technical Specifications

**4.3.1** ANTC and NYNEX shall cooperate to install and maintain a reliable network such that each of the Parties shall maintain a grade of service of at least B.01 with respect to exchanged traffic. ANTC and NYNEX shall exchange appropriate information (e.g., maintenance contact numbers, network and traffic load information, information required to comply with law enforcement and other security agencies of the Government and **such** other information **as** the Parties shall mutually agree) to achieve this desired reliability: The Parties will designate within **30** Days of the Effective Date the necessary contact persons and timing requirements for the exchange of such information, which shall be set forth in the Joint Grooming Plan.

**4.3.2** ANTC and NYNEX shall apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

**4.3.3** The Parties shall implement, to the extent technically feasible, the practices, procedures, specifications and interfaces established in the publication 'Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations' in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces.

### 4.4 Interconnection in Additional LATAs

**4.4.1** If ANTC decides to offer Telephone Exchange Services in any other LATA not identified in Attachment **4.0** in which NYNEX also offers Telephone Exchange Services in New York State, ANTC shall provide written notice to NYNEX of the need to establish Interconnection in such LATA pursuant to this Agreement.

**4.4.2** The notice provided in Section **4.4.1** shall include (i) the initial Routing Point ANTC has designated in the new LATA; (ii) ANTC's requested Interconnection Activation Date; and (iii) a non-binding forecast of ANTC's trunking requirements.

**4.4.3** Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center ANTC has identified as its initial Routing Point in the LATA as the A-IP in that LATA and shall designate the NYNEX Tandem Office Wire Center within the LATA nearest to the A-IP (as measured in airline miles utilizing the V&H coordinates method) as the N-IP in that LATA

**4.4.4** Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually

agreed by the Parties or (ii) the date that is one-hundred and fifty (150) Days after the date on which ANTC delivered notice to NYNEX pursuant to Section 4.4.1. Within ten (10) business days of NYNEX's receipt of ANTC's notice, NYNEX and ANTC shall confirm the N-IP, the A-IP and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Attachment 4.0.

## 5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

### 5.1 Scope of Traffic

Section 5 generally prescribes parameters for trunk groups (the 'Traffic Exchange Trunks') **used** for the transmission and routing of Local Traffic and Intra LATA Toll Traffic or any other **use** allowed by the **Act** between the Parties' respective Telephone Exchange Service Customers and where **such traffic** is not presubscribed for carriage by a third party carrier nor carried by a third party carrier as casual dialed (10XXX and 101XXXX) traffic.

### 5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5, each of the following Central Office Switches shall be designated as a 'Primary Switch':

- (a) Each Access Tandem NYNEX operates in a **LATA**,
- (b) The initial switch ANTC employs to provide Telephone Exchange Service in a **LATA**;
- (c) **Any** Access Tandem ANTC may establish for provision of Exchange Access in a **LATA**;
- (d) Any additional switch ANTC may subsequently employ to provide Telephone Exchange Service in a **LATA** which ANTC may at **its sole** option designate **as** a **Primary Switch**; provided that the total number of ANTC Primary Switches for a **LATA** may not exceed the total number of NYNEX Primary Switches for that **LATA**. To the extent **ANTC** chooses to designate any additional switch as a Primary Switch, it shall provide notice to NYNEX of **such** designation **at** least ninety (90) Days in advance of the **date** on which ANTC activates such switch **as a Primary Switch**; and
- (e) Any additional tandem switch NYNEX may subsequently employ to provide access and/or sector traffic capacity within a **LATA** Traffic destined to subtending Secondary

Switches routed via such a tandem(s) would be determined by network requirements and notice made available to **all** LECs at least one hundred and eighty (180) Days prior to service introduction.

**5.2.2** Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section **5.2.1** shall be designated as a 'Secondary Switch'.

**5.2.3** For purposes of ANTC routing traffic to NYNEX, subtending arrangements between NYNEX Primary Switches and NYNEX Secondary Switches shall be the same as the Access Tandem/End office subtending arrangements which NYNEX maintains for those switches. For purposes of NYNEX routing traffic to ANTC, subtending arrangements between ANTC Primary Switches and ANTC Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which ANTC maintains for those switches.

### **5.3** Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Traffic Exchange Trunks over the physical Interconnection arrangements for the transport and termination of Telephone Exchange Service Traffic or any other use allowed under the Act, as follows:

**5.3.1** The Parties shall initially configure a separate **two-way** trunk group, and operate **as** one-way or two-way as mutually agreed to by both Parties, as a direct transmission path between each ANTC Primary Switch and each NYNEX Primary Switch.

**5.3.2** Notwithstanding anything to the contrary in this Section **5**, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) exceed the CCS busy hour equivalent of one DS1 on a regular or consistent basis, the Parties shall add trunks or establish new direct trunk groups as soon as feasible after such occurrence (but in no case later than the time periods set forth in Attachment SQ) consistent with the grades of service and quality parameters set forth in the Joint Grooming Plan.

### **5.4** Signaling

**5.4.1** Where available, CCIS signaling shall be used by the Parties to set up **calls** between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and

reciprocal rates for CCIS signaling based on (at ANTC's sole option):  
(i) applicable tariffs, or (ii) ANTC's selection of another carrier's rates for signaling, subject to the same terms and conditions, unless otherwise agreed to in writing. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for **SS7** queries (including, but not limited to Transactional Capabilities Application Part ('TCAP') and Integrated Services Digital Network User Part ('ISUP')) made for Local Traffic interexchanged between the Parties.

**5.4.2** Each Party shall comply with the practices, procedures and specifications established in the following Bellcore publication 'Bellcore Special Report **SR-TSV-002275**, BOC Notes on the LEC Networks - Signaling,' at least to the extent reasonably necessary to allow the other Party to meet its respective Interconnection responsibilities related to signaling.

**5.4.3** The Parties will cooperate in the exchange of TCAP messages to facilitate interoperability of CCIS-based features between their respective networks, including all **CLASS** features and functions, to the extent each Party offers such features and functions to its Customers, subsidiaries or affiliates, or to the extent allowed by Law. If a Party provides CCIS signaling, it shall provide all CCIS signaling parameters including calling party number ('CPN'), originating line information ('OLI'), calling party category and charge number.

**5.4.4** Each Party shall provide trunk groups where facilities are available that are configured utilizing the **B8ZS** ESF protocol for **64 Kbps** clear channel transmission (or an other appropriate and agreed upon method) to allow for ISDN interoperability between the Parties' respective networks.

## **5.5** Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the grade of service set forth in (i) Section **4.3**, (ii) Attachment **SQ** and (iii) any standards established by the Joint Grooming Plan, as may be modified by the PSC in the, **NY PSC Case No. 97-C-0139**, hereinafter 'Service Quality Proceeding'.

## **6.0** MEASUREMENT AND BILLING

This Section 6 shall apply to all Services and facilities (including **Wholesale** Service) offered hereunder, unless otherwise noted.

**6.1** For purposes of billing interconnection traffic only, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks; provided that so long as the percentage of **calls** passed

with CPN is greater than ninety percent (90%), all **calls** exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of **calls** exchanged with CPN information.

**6.2** For terminating Reciprocal Compensation and for Call Usage Detail Services ('CUDS) records, measurement of billing minutes shall be in actual conversation seconds.

**6.3** Originating FGB 800/888 **calls** will be measured (*i.e.*, recorded) by the Parties, and service chargeable originating access minutes will be derived from recorded minutes as described in the following steps:

6.3.1 Parties shall obtain recorded originating FGB 8001886 minutes and messages from the appropriate recording data. The Parties shall derive the total attempts by dividing the originating measured messages by the Completion Ratio ('CR'). CRs are obtained separately for 800/888 traffic from a sample study which analyzes the ultimate completion status for the total attempts which receive acknowledgment from Customer [Measured Message divided by CR = Total Attempts]

6.3.2 The Parties shall obtain the total Non-Conversion Time Additive ('NCTA') by multiplying the Total Attempts by the NCTA per attempt ratio. The NCTA per attempt ratio is obtained from the sample study identified above by measuring the nonconversation time associated with both complete and incomplete attempts. The NCTA is the time on a **completed** attempt from customer acknowledgment of receipt of call to called party answer (set up and ringing) plus the time on an uncompleted attempt from customer acknowledgment of call until the access tandem or end office receives a disconnect signal (ring-no answer, busy or network blockage). [Total Attempts x NCTA = Total NCTA]

**6.3.3** The Parties shall obtain total chargeable originating access minutes by adding the total NCTA to the recorded originating measured minutes. [Measured Minutes + NCTA = Chargeable Originating Access Minutes.]

**6.3.4** For **FGB 8001888 calls**, usage measurement begins when the originating FGB entry switch receives answer supervision from the Customer's point of termination, indicating the called party has answered. The measurement of call usage over FGB ends when the originating FGB entry switch receives disconnect supervision from either (a) the originating end user's end office, indicating the originating end user has disconnected, or (b) the customer's point of termination, whichever is recognized first by the entry switch.

**6.4** Where CPN is not available in a LATA for greater than ten percent (10%) of the traffic, the Party sending the traffic shall provide factors to determine

the jurisdiction, as well as local vs. toll distinction, of the traffic. **Such** factors shall be supported by call record details that will be made available for review upon request. Both Parties are responsible for maintaining applicable call record detail. If a Party is not properly receiving the information, it must notify the Party passing CPN in a prompt fashion. Where a Party is passing CPN but the receiving Party is not properly receiving or recording the information, the Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it. Any amounts in dispute shall be resolved pursuant to Section 37.2 (Dispute Resolution).

### 6.5. Call Detail Provisioning

6.5.1 The Parties shall provide **the** relevant call detail on at least a twice monthly basis. A Party shall honor a written request to increase the frequency as the volume of call detail increases. Should a Party make **such** a request, the other Party shall respond within three (3) weeks to address the request and shall comply, where technically feasible, within six (6) weeks of the request

6.5.2 For Wholesale Services, alternatively billed calls, operator services and 800 traffic, the call detail recipient agrees to give the call detail provider notification within two weeks of receipt of data of any discrepancy uncovered, including but not limited to unusable data or data that falls outside of the parameters established by historic averages. Within five (5) business days of receipt of such notification from the call detail recipient, the call detail provider will furnish correct data or notify the call detail recipient that a root cause analysis will be conducted by the call detail provider. The results of the root cause analysis shall be furnished to the call detail recipient within the subsequent ten (10) business days. If the results demonstrate either an isolated or systemic problem with the provision of accurate call detail information, the call detail provider shall take all steps necessary to correct the problem within twenty (20) business days (e.g. provide, where available, all relevant call detail and implement procedures to insure that systemic problems are corrected.) Within this same time, the call detail recipient shall use all commercially reasonable efforts to determine if the cause of the problem is internal to the call detail recipient's network

6.5.3 No further action will be required of either Party if the call detail provider is unable to provide the call detail recipient with the correct data within the time period specified in Subsection 6.5.2. and the call detail provider is unable to render a bill to the call detail recipient for usage relating to such data.

6.5.4 In the event that (a) the call detail provider fails to take corrective action as required by Subsection 6.5.2, or (b) if the call detail provider is unable to provide the call detail information to the call detail recipient as a result of the call detail provider's gross negligence or willful misconduct, and a bill for such usage is issued by the call detail provider, the call detail recipient may seek to withhold payment of the bill and contest its obligation to pay such amounts pursuant to the terms of Section 37.2 of this Agreement (except for Wholesale Services billing disputes, which shall be governed by the provisions of Section 16.7 of this Agreement): Notwithstanding the call detail provider's inability to provide call detail information to the call detail recipient, the call detail recipient shall use reasonable efforts in accordance with industry practice to attempt to bill and collect for such calls from its Customer. In addition, the call detail recipient shall pay the call detail provider for usage to the extent the call detail recipient is able to collect such amounts from its Customer.

6.6 The Parties shall provide invoices and bills as follows:

6.6.1. The Parties shall provide monthly invoices in an industry standard format, unless otherwise agreed to by the parties. If the Parties elect an alternative billing format they shall establish that format within forty-five (45) Days of such election. The Parties shall also provide, when necessary, call detail as set forth in Subsection 6.5 above.

6.6.2. If a Party cannot provide a monthly invoice (the 'Invoice') within ninety (90) Days of usage of a service or the provision of a element or a facility, that Party (the "Billing Party") shall notify the other Party (the 'Billed Party') and shall use best efforts to submit a statement (the 'Estimated Bill') that is a reasonable estimate of such usage within one-hundred twenty (120) Days of usage of a service or provision of an element or facility. The Estimated Bill will be clearly marked as an Estimated Bill, that the same is being provided by the Billing Party to the Billed Party for information purposes only and that the Billed Party has no obligation to pay the Estimated Bill. If the Billing Party provides an Invoice after 120 Days of usage of a service or the provision of an element or facility the Billing Party shall, to the extent requested by the Billed Party, furnish the necessary backup and support for the Invoice. The Billing Party shall provide such information at the time the Billed Party makes such request, or if such backup or support information is not readily available as soon thereafter as reasonably possible. If the amount of the Invoice is 50 percent (50%) or more above the amount of the Estimated Bill, the Billed Party shall have seventy-five (75) Days from the date of the Invoice to pay the Invoice without incurring late payment charges. Notwithstanding any language in this Section 6.6.2 to the contrary, nothing in this section shall limit or otherwise constitute a waiver of either Party's rights under applicable Law.

6.6.3. The Parties shall cooperate to facilitate the exchange of electronic versions of the bills and invoices when facilities are available and functional. Until such time the Parties shall provide the bills and invoices in a hard copy format,

6.6.4. At least once a year, and more frequently if requested by either Party (but in no case more frequently than four (4) times a year), ANTC and NYNEX shall review the current invoicing and billing format and shall cooperate in optimizing, and if necessary modifying, the timing, location, format and delivery of the bills and invoices.

6.6.5. The Parties shall specifically set forth on any and all invoices, any credits (and applicable tax refunds) owed to the other Party for that billing period.

6.6.6. The Parties shall specifically set forth on any and all invoices the applicable rate at which the call or service is being billed.

6.6.7. The Parties shall not impose any fee for the above services that is not set forth in the Pricing Attachment or mutually agreed to by the Parties.

6.6.8. The Parties shall provide each other with a designated individual or individuals that can address any billing or invoice problem, question, or potential dispute.

6.6.9. At ANTC's request, NYNEX shall provide the same level of call detail, availability to billing and measurement interfaces and information, and invoice format that NYNEX provides to any other carrier. ANTC may request, and NYNEX must provide, to the extent not proprietary, models of such information and information regarding alternative billing, measurement and call detail options. If there are costs associated with the development and running of such model, including but not limited to software changes to existing programs, NYNEX shall provide ANTC with an estimate of the costs prior to developing the model and ANTC shall have the option of retracting its request

6.7. Sections 6.5 and 6.6 (except for Subsection 6.6.9) shall remain in effect and enforceable after the termination of this Agreement for any traffic or usage prior to the termination of the Agreement or period covered by Subsection 27 of the Agreement.

6.8 The Parties shall have audit rights as set forth in Section 40 for all billing and performance measurement reporting.

**7.0 RECIPROCAL COMPENSATION ARRANGEMENTS – SECTION 251(b)(5)**

**7.1** Reciprocal Compensation only applies to the transport and termination of Reciprocal Compensation Traffic billable by NYNEX or ANTC which a Telephone Exchange Service Customer originates on NYNEX's or ANTC's network for termination on the other Party's network, and such other traffic as the FCC may designate or allow, except as provided in Section 7.6 below.

**7.2** The Parties shall compensate each other for transport and termination of Reciprocal Compensation Traffic in an equal and symmetrical manner at the rate provided in the Pricing Attachment. This rate is to be applied at the A-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by ANTC. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the A-IP or the N-IP. When Reciprocal Compensation Traffic Calls are terminated over the same trunks as Switched Exchange Access Service, any port or transport or other applicable access charges related to the Switched Exchange Access Service shall be prorated to be applied only to the Switched Exchange Access Service.

**7.3** The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, InterLATA Service or to any IntraLATA calls originated on a third party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all InterLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

**7.4** The rates for termination of Reciprocal Compensation Traffic are set forth in the Pricing Attachment.

**7.5** Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 19 shall be as specified in Section 19.6.

**7.6** When either Party delivers seven (7) or ten (10) digit translated IntraLATA 800/888 service to the other Party for termination, the originating Party shall provide the terminating Party with billing records in industry standard format (**EMR**) if required by the terminating Party. When the originating Party provides the record, the originating Party may bill its record provisioning charge. **The** originating Party may bill the terminating Party for the delivery of the traffic at local Reciprocal Compensation rates. The terminating Party may not bill the originating Party Reciprocal compensation under this Agreement. The Party that

is providing the 8001888 service shall pay the database inquiry charge per the Pricing Attachment to the Party that performed the database inquiry.

**7.7** The provisions set forth herein are subject to and conditioned on the provisions set forth in Sections 37 (Dispute Resolution) and 40 (Audit Rights).

## **8.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)**

### **8.1 Scope of Traffic**

Section 8 generally prescribes parameters for certain trunk groups ('Access Toll Connecting Trunks') to be established over the Interconnections specified in Section 4 for the transmission and routing of Exchange Access traffic between ANTC Telephone Exchange Service Customers and IXCs.

### **8.2 Trunk Group Architecture and Traffic Routing**

**8.2.1** The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to each Party's Customers (i.e. each Party shall share equally in the responsibilities, costs and obligations associated with establishing Access Toll Connecting Trunks).

**8.2.2** Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow the Parties' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to either Party's Access Tandem.

**8.2.3** The Access Toll Connecting Trunks shall be two-way trunks, and operated as one-way or two-way as mutually agreed by both Parties, connecting an End office Switch utilized to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch utilized to provide Exchange Access in such LATA

### **8.3 Meet-Point Billing Arrangements**

**8.3.1** Where ANTC has its own end office switch and NYNEX provides the tandem switch, meet point billing between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be provided as follows: (this does not apply in instances where ANTC resells NYNEX Services, purchases unbundled local switching from NYNEX, or in cases where an alternate tandem provider is involved)

(a) The Parties agree to exchange all data necessary to effect Meet-Point Billing on no less than a monthly basis, providing the prior month's data, in a format in accordance with industry ordering and billing guidelines. Each Party will designate where the other Party shall send the required data.

(b) The Parties agree to a 'multiple bill, multiple tariff' approach in which each Party presents separate bills to third party toll carriers and each Party applies rates for its portion of the services from its own tariff. The Parties may agree to a 'single bill, multiple tariff' approach at a later date.

(c) Except as noted in Subsection 8.3.2, the Parties agree that **ANTC** will be responsible for billing the connecting third party toll carriers on all jointly-provided traffic (as defined in this Section) the following access charges:

- (i) Carrier Common Line;
- (ii) Local Switching; and
- (iii) One **Local** Transport Termination

per **ANTC's** applicable tariffs. The Parties further agree that **NYNEX** will be responsible for billing all other Local Transport, Tandem Switching, and Entrance Facility access charges per its applicable tariffs. Any other applicable charges not outlined in Subsections 8.3.1 or 8.3.2 shall be billed and received as agreed upon by the Parties. If either the FCC or the PSC restructures access in a manner that affects this Meet-Point Billing arrangement, the parties shall negotiate in good faith to ensure that the terms and conditions of this Agreement and the intent of the Parties is preserved.

(d) All revenues billed **by** each Party pursuant to this Section shall be retained by the billing Party.

**8.3.2** Until and unless changed by the FCC, on a going forward basis, ANTC shall retain one hundred percent (100%) of the Transport Interconnection Charge/Residual Interconnection Charge in instances in which **ANTC** provides the End Office switching.

**8.3.3** Record charges, which are assessed per record provided to enable access billing, are to be reciprocally charged by the Parties as applicable. These charges are outlined in the Pricing Attachment.

## 9.0 TRANSPORT AND TERMINATION OF INFORMATION SERVICES TRAFFIC

The Parties agree that ANTC may elect **when** technically feasible either a bundled or an unbundled billing arrangement applicable either to Mass Service Announcements or applicable to variable rated Information Services.

### 9.1. Bundled Information Provider ("**IP**") Billing Arrangement

9.1.1 Routing and Provisioning. Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where ANTC uses its own network facilities, ANTC will establish a dedicated trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow ANTC to route Information Service Traffic originated on its network to NYNEX. Where ANTC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

9.1.2 Information Mass Announcement Services (e.g. '976' calls). This section is based on the existing regulatory structure per New York State P.S.C. No. 900 tariff, Section 13**G**.

a) For Information Mass Announcement Service, the Party ("Originating Party") on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Attachment. The Terminating Party may bill the Originating Party for such charges. **The** Originating Party shall pay the Terminating Party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.

b) Upon request, the Party ("**Originating Party**") on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or whatever means mutually agreed to and readily available to the Parties all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for **record** transmission. **This data** shall be in unrated **EMR** format per OBF/Bellcore standards.

### 9.1.3 Variable Rated Information Services.

a) The Party ('originating Party') on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or other means as available all recorded call detail information to the Party ('Terminating Party') to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard. This shall apply whether the Originating Party **uses its own** network or Utilizes the other party's network through the purchase of unbundled network elements.

b) The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape or whatever means mutually agreed to and readily available to the Parties all necessary information to bill the Information Service Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each Information Provider, at the standard price for record transmission. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual Information Providers. This data will consist of the **EMR** records previously delivered by the Originating Party, returned to the Originating Party in rated format where possible, or with appropriate indicators populated on error messages. No Billing and Collection fees will be applied to error messages. No taxes will be calculated or paid on the Originating Party's traffic.

c) The Originating Party shall bill and collect **such** Information Provider charges and remit the amounts collected to the Terminating Party less:

(i) The Information Services Billing and Collection fees set forth on the Pricing Attachment; and

(ii) Customer adjustments provided by the Originating Party. Adjustments are made for **subscriber-priced** traffic only.

d) The Terminating Party shall calculate these charges and bill them to the Originating Party for remittance.

e) The Originating Party shall provide to the Terminating Party sufficient information regarding **uncollectibles** and customer adjustments. The Terminating Party shall pass through the adjustments to the Information Provider. However, **if** the Information Provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for **all such** disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the Information Provider.

## 9.2 Unbundled IP Billing Arrangement

9.2.1 Routing and Provisioning. Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where ANTC uses its own network facilities, ANTC will establish a dedicated trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow ANTC to route Information Service Traffic originated on its network to NYNEX. Where ANTC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

9.2.2 Information Mass Announcement Services (e.g. '976' calls). This section is based on the existing regulatory structure per New York State P.S.C. No. 900 tariff, Section 13G.

a) For Information Mass Announcement Service, the Party ("Originating Party") on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party ("Terminating Party") to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Attachment. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.

b) Upon request, the Originating Party shall provide via electronic file transfer or magnetic tape or whatever means readily available to the Parties all recorded call detail information to the Terminating Party at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard.

### 9.2.3 Variable Rated Information Services.

a) The Terminating Party shall charge the Originating Party \$.03 per minute of use for switching access. These charges shall be calculated by the Terminating Party and billed to the Originating Party. These charges shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements. End user customer adjustments shall not apply to these charges.

b) Upon request from the Originating Party, the Terminating Party shall make available its Rating Service at a charge of \$0.03 per message

plus a fifteen thousand dollar (\$15,000) non-recurring charge. Under Rating Service, the Originating Party shall provide to the Terminating Party via electronic file transfer or magnetic tape or whatever means readily available to the Parties recorded call detail information in unrated EMR format per OBF/Bellcore standard; the Terminating Party shall rate **such** calls placed by the Originating Party's Customers and terminating to Information Provider services contracted with the Terminating Party, according to the rates established by such Information Providers. The Terminating Party shall then return the call records to the Originating Party, in rated format where possible, or with appropriate indicators populated on error messages. The Rating Service fee will be applied to all messages. In addition to the charges for Rating Service, standard charges will be made by the Terminating Party for the transmission and delivery of **such records** and files. The Terminating Party will not bill and collect for such rated calls. The Terminating Party **will** not calculate or pay taxes for **such** rated calls.

c) Alternatively, at the Originating Party's option, it may purchase a rating table from the Terminating Party at the rate set forth in the Pricing Attachment.

d) The Originating Party is responsible for all payments due the Information Providers to whose programs that Party's Customer places calls, and other obligations and relationships with such Information Providers.

e) Resolution regarding all customer adjustments shall be solely between the Originating Party and the Information Provider.

**9.3** Blocking. Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

**9.4** Billing and Usage Specifications. The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation of this billing arrangement. With the mutual consent of both Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

## 10.0 TANDEM TRANSIT SERVICE

### 10.1 Transit Services

10.1.1 "Transit Service" means the delivery of certain traffic between ANTC and a **LEC** other than NYNEX by NYNEX over the Traffic Exchange Trunks. The following traffic types will be delivered: (i) **Local** Traffic or

IntraLATA Toll Traffic originated from ANTC to such LEC and (ii) Local Traffic or IntraLATA Toll Traffic originated from such LEC and terminated to ANTC where NYNEX carries **such** traffic pursuant to the PSC's primary toll carrier plan or other similar plan.

10.1.2 Subject to Section 10.1.3, the Parties shall **compensate** each other for Transit Service as follows:

- (a) ANTC shall pay **NYNEX** for Local Traffic and IntraLATA toll traffic ANTC originated over the Transit Service at the rate specified in the Pricing Attachment plus any additional charges or costs such terminating LEC imposes or levies on NYNEX for the delivery or termination of **such** traffic, including any InterLATA or IntraLATA switched access charges. NYNEX shall pass through any additional direct charges or costs imposed or levied by the terminating LEC without a mark-up of **such costs**.
- (b) NYNEX shall pay ANTC for Local, and IntraLATA Toll Traffic terminated to ANTC from such LEC at the appropriate reciprocal compensation rates described in **Section 7**, or (where NYNEX delivers such traffic pursuant to the PSC's primary toll carrier plan or other similar plan) at ANTC's applicable switched **access** rates or local termination rate, whichever *is* appropriate.

10.1.3 While the Parties agree that it is the responsibility of a LEC to enter into arrangements to deliver Telephone Exchange Service Traffic to ANTC, they acknowledge that **such** arrangements are not **currently** in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date ~~on which~~ either Party has entered into an arrangement with **such** LEC to deliver Telephone Exchange Service Traffic to ANTC or (ii) one hundred and eighty (**180**) Days **after** the Interconnection Activation Date, NYNEX will deliver and ANTC will terminate Telephone Exchange Service Traffic originated from **such** LEC without charge to one another.

**10.1.4** NYNEX expects that all networks involved in Transit Service will deliver each call to each involved network with CCIS and the appropriate **TCAP message** to **facilitate full** interoperability of those services supported by NYNEX as noted in Section 1.1.13 and billing functions. In all **cases**, both **NYNEX** and ANTC are responsible for following the Exchange Message Record ('EMR') standard and for exchanging records with each other and **with** the terminating LEC to facilitate the billing process to the originating network.

10.1.5 For purposes of this Section 10.1, NYND: agrees that it shall make available to ANTC, at ANTC's sole option, any transiting arrangement NYNEX offers to another LEC at the same rates, terms and conditions provided to **such** other LEC.

## 10.2 Dedicated Transit Service

10.2.1 'Dedicated Transit Service' provides for the dedicated connection between an ANTC collocation arrangement established pursuant to applicable tariffs and/or license agreements at a NYNEX premises and a collocation arrangement of a third party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a ~~cross-connection~~ (dedicated connection) using suitable NYNEX-provided cable or transmission facilities or any other mutually agreed upon arrangement.

10.2.2 The carrier requesting the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Applicable rates shall be as set forth in the Pricing Attachment. Alternative arrangements may be utilized if agreed upon by all three parties. **Such** agreement shall not be unreasonably withheld.

## 11.0 911/E911 ARRANGEMENTS

11.1 ANTC will interconnect to the NYNEX 911/~~E911~~ selective router/911 tandems which serve the areas in which ANTC provides Exchange Services, for the provision of 911/~~E911~~ services and for access to all sub-tending Public Safety Answering Points ('PSAPs'). NYNEX will provide ANTC with the appropriate CLLI codes and specifications of the tandem serving area.

11.2 Path and route diverse interconnections for 911/~~E911~~ shall be made at the A-IP, the N-IP, or other points as necessary and mutually agreed.

11.3 NYNEX will provide ANTC ~~with~~ an electronic interface through which ANTC shall input and provide a daily update of 911/~~E911~~ database information related to appropriate ANTC Customers. NYNEX will provide ANTC with the Master Street Address Guide ('**MSAG**'), updated on a regular basis, **so** that ANTC can ensure the accuracy of the data transfer. Additionally, NYNEX shall assist ANTC in identifying the appropriate person in each municipality for the purpose of obtaining the ~~ten-digit~~ Subscriber number of each PSAP.

**11.4** NYNEX and ANTC ~~will~~ use their best efforts to **facilitate the** prompt, robust, reliable and **efficient** interconnection of ANTC systems to the 911/~~E911~~ platforms.

11.5 NYNEX and ANTC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

11.6 ANTC will compensate NYNEX for connections to its 911/E911 System pursuant to the Pricing Attachment.

11.7 The Parties will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in the State of New York

## 12.0 JOINT GROOMING PLAN

12.1 ANTC and NYNEX shall jointly develop a Joint Grooming Plan which defines and details, among other things, the information and requirements as set forth in Sections 12.2 - 12.6 herein. Given the fact that ANTC is currently operating in several LATAs in New York State, the Parties shall execute an initial Joint Grooming Plan on or before three (3) months from the Effective Date of this Agreement. The Parties shall comply with all requirements set forth in the Joint Grooming Plan.

12.2 The Parties shall implement Physical Architecture consistent with the guidelines defined in Section 4 and the terms and conditions set forth in the Joint Grooming Plan.

12.3 The Parties shall establish standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to and on parity with the interoffice trunks within NYNEX's network and in accord with the Joint Grooming Plan and all appropriate relevant industry-accepted quality, reliability and availability standards.

12.4 The Parties shall meet their respective duties and responsibilities with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects established in the Joint Grooming Plan.

12.5 The Parties shall implement mutual aid and network management provisions in accordance with the terms and conditions set forth in the Joint Grooming Plan.

12.6 The Parties shall set forth in the Joint Grooming Plan a procedure for escalating any emergency or urgent matters and personnel that can be reached to address such matters on a 7 x 24 hour basis when appropriate.

12.7 If the Parties are unable to develop or finalize any terms or conditions as required by this Section or the Joint Grooming Plan, the parties

shall refer such disputes to the appropriate official in the Parties' operational organizations for resolution. If the Parties are unable, within twenty (20) Days of a referral, to resolve the subject dispute, all arbitrable issues shall be resolved pursuant to the procedures set forth in Attachment ADR.

### 13.0 INSTALLATION, MAINTENANCE, TESTING, REPAIR AND OPERATIONS SUPPORT SYSTEMS.

13.1 Installation, Maintenance, Testing and Repair. NYNEX shall meet the standard intervals set forth in Attachment **SQ**, as may be modified by the PSC in the Service Quality Proceeding.

13.2 Where applicable, ANTC shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify NYNEX of its inability to do so and will negotiate such intervals in good faith.

13.3 The Parties will carefully review the Network Reliability Council's recommendations and implement them where technically and economically feasible pursuant to the NYPSA Order released 12/2/96 in Case 96-C-0917.

13.4 If either Party requests or approves the other Party's technician to perform services in excess of or not otherwise contemplated by the Line Connection Charge, either Party may charge the other Party for any additional and reasonable labor charges to perform such services at hourly rates as listed in the Pricing Attachment of this Agreement.

13.5 If, as the result of a Telecommunications Carrier Not Ready ('TCNR'), NYNEX cannot complete requested work activity when a technician has been dispatched to the site on Company Premises ('Dispatch In') or off Company Premises ('Dispatch Out'), ANTC will be assessed a non-recurring charge associated with this visit. This charge will be either a TCNR-Dispatch in charge or a TCNR-Dispatch Out charge as specified in the Pricing Attachment of this Agreement.

### 13.6 Maintenance of Unbundled Network Elements

13.6.1 If (i) ANTC reports to NYNEX a Customer trouble, (ii) ANTC requests a dispatch, (iii) NYNEX dispatches a technician, and (iv) such trouble was not caused by NYNEX's facilities or equipment in whole or in part, then ANTC shall pay NYNEX a Trouble Dispatch-Misdirect charge as specified in the Pricing Attachment of this Agreement. ANTC accepts responsibility for initial trouble isolation and providing NYNEX with appropriate dispatch information based on their test results. If, as the result of ANTC instructions, NYNEX is

erroneously requested to dispatch within a NYNEX Central Office or to a POT Bay ('dispatch in'), a non-recurring charge, as specified in the Pricing Attachment, per occurrence will be assessed to ANTC by NYNEX. If, as the result of ANTC instructions, NYNEX is erroneously requested to dispatch out, a charge as specified in the Pricing Attachment shall be assessed to **ANTC** by NYNEX. **An** additional non-recurring charge (specified in the Pricing Attachment) will apply when intervals shorter than those provided for normal service are requested. NYNEX shall respond to ANTC's trouble reports on a nondiscriminatory basis consistent with the manner in which it provides service to its own retail customers or any other Telecommunications Carrier.

13.6.2 If ANTC requests a dispatch and NYNEX dispatches a technician and the reported trouble **was** caused, in whole or in part, by NYNEX's facilities or equipment, ANTC shall not be responsible for labor or maintenance charges associated with such dispatch.

13.7 If NYNEX files and the PSC approves rates for the above services in Section 13, then those rates will apply.

#### 14.0 UNBUNDLED LINKS

NYNEX shall provide Links, subject to technical feasibility, as indicated below:

##### 14.1 **Local** Link Transmission Types

Subject to Section 14.5, NYNEX shall allow ANTC to access the following Link types (in addition to those Links available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 14.

14.1.1 '2-Wire Switched Analog Voice Grade Links' or 'Analog 2W' ('SVGAL') which support analog transmission of 300-3000 Hz, repeat link **start**, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Links sufficient for the provision of PBX **trunks**, pay telephone lines and electronic key system lines.

14.1.2 '4-Wire Switched Analog Voice Grade Links' or 'Analog 4W' ('SVGAL') which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire **electrical** interface.

14.1.3 '2-Wire ISDN Digital Grade Links' or 'BRI ISDN' which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps

data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network ("BRI-ISDN") Link which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

## 14.2 ADSL and HDSL

14.2.1 The Parties acknowledge that ADSL is not currently deployed for use in the NYNEX network. NYNEX is conducting a technical trial to test ADSL technology. NYNEX will share its interim findings and conclusion and consult with ANTC regarding the issues related to deploying ADSL in NYNEX's network. If the issues surrounding deployment of ADSL in NYNEX's network are satisfactorily resolved and ADSL is deployed, NYNEX shall allow ANTC to access ADSL Links unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 14.

14.2.2 '2-Wire ADSL-Compatible Link' or 'ADSL 2W' is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the NYNEX Central Office frame. ADSL technology can only be deployed over Links which extend less than 18 Kft. from NYNEX's Central Office. ADSL compatible Links are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

14.2.3 '2-Wire HDSL-Compatible Link' or 'HDSL 2W' is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 / T1E1.4/92-002R3. HDSL compatible Links are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

14.2.4 '4-Wire HDSL-Compatible Link' or 'HDSL 4W' is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Links are available only where existing copper facilities can meet the specifications.

14.2.5 HDSL and ADSL compatible links will be offered on the terms and conditions specified herein, including terms in applicable tariffs so long as they are not inconsistent with the terms and conditions set forth herein. NYNEX

shall make such links available to ANTC at rates approved by the PSC, as amended from time to time, or as agreed by the Parties

14.3 NYNEX shall provide ANTC access to its unbundled Links at each of NYNEX's Wire Centers. In addition, if ANTC requests one or more Links serviced by Integrated Digital Link Carrier or Remote Switching technology deployed as a Link concentrator, NYNEX shall, where available, move the requested Link(s) to a spare, existing physical Link at no charge to ANTC. If, however, no spare physical Link is available, NYNEX shall within three (3) business days of ANTC's request notify ANTC of the lack of available facilities. ANTC may then at its discretion make a Network Element Bona Fide Request to NYNEX to provide the unbundled Link through the demultiplexing of the integrated digitized Link(s). ANTC may also make a Network Element Bona Fide Request for access to unbundled Links at the Link concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 14.5 and the Performance Interval Dates and Performance Criteria set forth in Section 33 shall not apply to unbundled Links provided pursuant to a Network Element Bona Fide Request under this Section **14.3.**

14.4 If ANTC orders a Link type and the distance requested on such Link exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Attachment. Parties agree that full technical solutions may not be available for HDSL and ADSL for these arrangements at the signing of this Agreement, but will make a good faith effort to implement such solutions.

| <u>Link Type</u>    | <u>Technical Reference/Limitation</u>  |
|---------------------|--|
| Electronic Key Line | <b>2.5 miles</b>                       |
| ISDN                | Bellcore TA-NWT-000393                 |
| HDSL <b>2W</b>      | T1E1 Technical Report Number <b>28</b> |
| HDSL <b>4W</b>      | T1E1 Technical Report Number <b>28</b> |
| ADSL <b>2W</b>      | ANSI T1.413-1995 Specification         |

#### 14.5 Provisioning of Unbundled Links

The following coordination procedures shall apply for new unbundled Links and the conversions of 'live' Telephone Exchange Services to unbundled Links (herein after referred to as 'hot cuts'):

14.5.1 ANTC shall request unbundled Links from NYNEX by delivering to NYNEX a valid electronic Local Service Request ("LSR") using the NYNEX electronic ordering platform (as cooperatively designed and