

**Exhibit 2**  
**Brooks - BA Agreement**

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**Brooks - BA Agreement**



Bell Atlantic  
1095 Avenue of the Americas  
Room 374s  
New York, New York 10036

Sandra Dilorio Thorn  
General Counsel, NY

212-395-6515 (phone)  
212-768-7568 (fax)

November 9, 1999

**BY HAND**

Ms. Debra Renner  
Acting Secretary  
New York Public Service Commission  
Three Empire ~~State~~ Plaza  
Albany, New York 12223

**Re: Interconnection Agreement between  
Bell Atlantic – New York and Brooks Fiber Communications**

Dear Secretary Renner:

New York Telephone Company, d/b/a Bell Atlantic - New York ("BA-NY"), is herewith filing an Interconnection Agreement between BA-NY and Brooks Fiber Communications of New York, Inc. ("Brooks"), governing interconnection arrangements in the ~~State~~ of New York.

Pursuant to the Commission's Notice of Procedures issued June 14, 1996, copies of ~~this~~ Agreement and ~~this~~ letter are being ~~served~~ on all active parties in ~~Cases~~ 95-C-0657 and 93-C-0103, ~~as well as~~ all telecommunications carriers from which BA-NY has received a request for interconnection, services or network elements pursuant to 47 U.S.C. § 252.

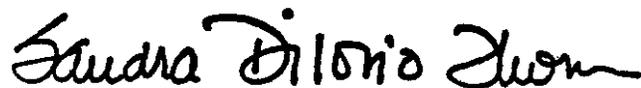
Ms. Debra Renner  
November 9, 1999  
Page 2

Brooks is represented by:

Kimberly A. Scardino, Esq.  
MCI WORLDCOM Communications, Inc.  
5 International Drive  
Rye Brook, NY 10573  
telephone: (914) 312-6124  
fax: (914) 312-2287

If you have any questions regarding this matter, please feel free to call me.

Respectfully submitted,

A handwritten signature in black ink that reads "Sandra DiIorio Thorn". The signature is written in a cursive, flowing style.

Sandra DiIorio Thorn

Enclosure

cc: Kimberly A. Scardino, Esq. (By U.S. Mail)  
Service List in Cases 95-C-0657 and 93-C-0103 (By U.S. Mail)  
All Telecommunications Carriers Requesting Interconnection (By U.S. Mail)

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
COMMUNICATIONS ACT**

**Dated as of September 21,1999**

**by and between**

**NEW YORK TELEPHONE COMPANY,  
d/b/a  
BELL ATLANTIC - NEW YORK ,**

**and**

**BROOKS FIBER COMMUNICATIONS OF NEW YORK ,INC.**

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
COMMUNICATIONS ACT

**This** Interconnection Agreement (**this** "Agreement"), under Sections 251 and 252 of the Communications Act, **as** amended by the Telecommunications Act of 1996 (the "Act"), is effective **as** of the 21<sup>st</sup> day of September, 1999 (the "Effective Date"), by and between New York Telephone Company, d/b/a Bell Atlantic - New York ("BA"), a New York corporation with offices at 1095 Avenue of the Americas, New York, New York, 10036, and Brooks Fiber Communications of New York, Inc., ("Brooks"), a Delaware corporation with offices at 8521 Leesburg Pike, Vienna, Virginia 22182 (each, a "**Party**" and, collectively, the "**Parties**").

WHEREAS, Brooks has requested, pursuant to Section 252(i) of the Act, that BA make available to Brooks Interconnection, services and unbundled Network Elements upon the **same** terms and conditions **as** provided in the Interconnection Agreement between ACC National Telecom Corp. and BA, dated **as** of November 11, 1997 for New York, approved by the New York Public Service Commission ("Commission") under Section 252 of the Act, copies of which agreement are attached hereto **as** Appendix 1 (the "Separate Agreement"); and

WHEREAS, BA has undertaken to make such terms and conditions available to Brooks hereby only because of, and to the extent required by, Section 252(i) of the Act;

NOW, THEREFORE, in consideration of the **mutual** provisions contained herein, Brooks and BA hereby agree **as** follows:

**1.0 Incorporation of Separate Agreement and Appendix 2 by Reference**

1.1 Except **as** expressly stated herein, the **terms** and conditions of the Separate Agreement, **as** it is in effect on the date hereof after giving effect to operation of law, and of Appendix 2 attached hereto, **are** incorporated by reference in their **entirety** herein and form an integral part of **this** Agreement.

1.2 References in the Separate Agreement to **ACC** National Telecom Corp. or to ANTC shall for **purposes** of **this** Agreement be deemed to refer to **Brooks**.

1.3 References in the Separate Agreement to **the** "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of **this** Agreement be deemed to refer to **the** date **first** written above. Unless terminated earlier in accordance **with** the terms of the Separate Agreement, **this** Agreement **shall** continue in effect until **the** Separate Agreement expires or **is** otherwise terminated.

1.4 All references in the Separate Agreement to "800/888" shall for purposes of **this** Agreement be deemed to refer to "800/888/877".

**1.5** All certificates or other proof of insurance to be sent to BA under Section **26.14** of the Separate Agreement shall be sent *to the* following address:

Director - Interconnection Services  
Bell Atlantic - Telecom Industry Services  
Room **1423**  
1095 Avenue of the Americas  
New York, New York **10036**

**1.6** Notices to Brooks under Section 41.9 of the Separate Agreement shall be sent to the following address:

Brooks Fiber Communications of New York, Inc.  
Attn: Vice President  
Eastern Telco Line Cost Management  
2 Northwinds Center  
2520 Northwinds Parkway, 5<sup>th</sup> Floor  
Alpharetta, GA **30004**  
Facsimile **(770) 625-6889**

with a copy to:

**MCI WorldCom**  
Attn: Vice President - Network Financial Management  
8521 Leesburg Pike, 7<sup>th</sup> Floor  
Vienna, VA **22182**  
Facsimile **(703) 918-6602**

with a copy to:

MCI WorldCom  
**Chief Counsel - Business Transactions**  
1801 Pennsylvania Ave, N.W.  
Washington, DC **20006**  
Facsimile **(202) 887-2454**

with a copy to:

Brooks Fiber Communications of New York, Inc.  
Attn: Senior Manager - Carrier Agreements  
8521 Leesburg Pike, 6<sup>th</sup> Floor  
Vienna, VA **22182**  
Facsimile **(703) 918-0710**

1.7 Notices to BA under Section 41.9 of the Separate Agreement shall be sent to the following address:

President - Telecom Industry Services  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, New York 10036  
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White, Jr.  
Associate General Counsel  
1320 N. Court ~~House~~ Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Telephone: (703) 974-1368  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic –New York  
Attn: General Counsel  
1095 Avenue of the Americas  
37<sup>th</sup> Floor  
New York, NY 10036

1.8 Attachment 4.0 set forth at Appendix 2 hereto shall replace and supersede in its entirety Attachment 4.0 of the Separate Agreement.

## 2.0 Clarifications

2.1 The entry into, filing and performance by the Parties of **this** Agreement does not in any way constitute a waiver by either **Party** of any of the rights and remedies it may have to **seek** review of any of the provisions of **this** Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination **made** by any of them, **or to seek review** in any way of any portion of **this** Agreement or **the** Separate Agreement in connection with Brooks' election under **47 USC § 252(i)**.

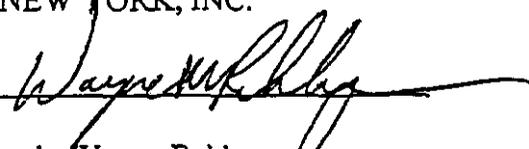
2.2 Neither the execution ~~nor~~ the filing (nor any other events related to the execution or the filing) of **this** Agreement is to be construed against **Brooks as** a concession or admission that (i) **this** Agreement is legally necessary, (ii) **this** Agreement is required by Section **252(i)** of the Act, or (iii) **this** Agreement should be submitted to the Commission for approval under Section

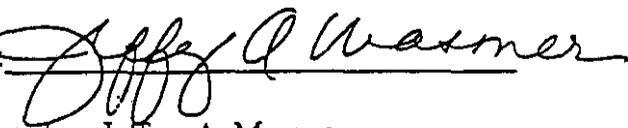
252(e) of the Act. It is Brooks' position that, pursuant to Section 252(i) of the Act, Brooks opted into the Separate Agreement on September 21, 1999 by its notice of adoption to BA. While BA is willing to permit the Separate Agreement to become effective between BA and Brooks retroactively as of September 21, 1999, it is BA's position that Brooks cannot opt into the Separate Agreement except upon entering into **this** Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused **this** Agreement to be executed as of **this** 21<sup>st</sup> day of September, 1999.

BROOKS FIBER COMMUNICATIONS,  
OF NEW YORK, INC.

BELL ATLANTIC - NEW YORK

By:   
Printed: Wayne Rehberger

By:   
Printed: Jeffrey A. Masoner

Title: Vice-president

Title: Vice-president - Interconnection Services  
Policy & Planning

## **APPENDIX 1**

NEW YORK INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of November 11, 1997

by and between

NEW YORK TELEPHONE COMPANY (d/b/a BELL ATLANTIC - NEW YORK)

and

ACC NATIONAL TELECOM CORP.

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Certain Terms as Defined in the Act  
Network Interconnection Dates  
Service Quality  
Pricing Attachment  
Bona Fide Request Process  
Interoffice Transmission Facilities  
Alternate Dispute Resolution

NEW YORK INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 is effective the 11th day of November, 1997 (the 'Effective Date'), by and between ACC National Telecom Corp. ('ANTC') 400 West Avenue, Rochester, NY 14611 and New York Telephone Company d/b/a, Bell Atlantic - New York ('NYNEX' or 'NYT'), a New York corporation with offices at 1095 Avenue of the Americas, New York, NY 10036.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, ANTC wishes to purchase, and NYNEX wishes to provide, Unbundled Network Elements (as defined below) and Wholesale Services (as defined below) and other facilities and services as provided hereunder as prescribed by the Act.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ANTC and NYNEX hereby agree as follows:

1.0 DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth in Attachment 1.0.

1.1.1 'Act' or the 'Telecommunications Act' means the Communications Act of 1934 (47 U.S.C. 151), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

1.1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using

one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2.

1.1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between NYT and ANTC dated as of the date first above written, including all attachments hereto.

1.1.4 'Affiliate' is As Defined in the Act.

1.1.5 'As Defined in the Act' means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

1.1.6 'As Described in the Act' means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

1.1.7 "Attachment" means any attachment referenced in and appended to this Agreement and made a part hereof. The Attachments are as follows:

Attachment ADR	Alternative Dispute Resolution
Attachment BFR	Bona Fide Request Process
Attachment 1.0	Definitions
Attachment SQ	Service Quality
Attachment 4.0	Network Interconnection Dates
Attachment IOF	Interoffice Transmission Facilities
Attachment PA	Pricing Attachment

1.1.8 'Automatic Number Identification' or 'ANI' means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.1.9 'Busy Line Verification/Busy Line Verification Interrupt Traffic' or 'BLV/BLVI Traffic' means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.1.10 'Calling Party Number' or 'CPN' is a Common Channel Interoffice Signaling (\*CCIS\*) parameter which refers to the number transmitted through a network identifying the calling party.

1.1.11 'Central Office Switch' means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches' which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks; and

(b) 'Tandem ~~Office~~ Switches' ('Tandems') which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.1.12 "CCS" means one hundred (100) call seconds.

1.1.13 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

1.1.14 "Collocation' means an arrangement whereby the facilities of one Party (the "Collocating Party') are terminated in ~~its~~ equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which equipment has been installed and maintained at the premises of a second Party (the "Housing Party'). For purposes of Collocation, the 'premises' of a Housing Party are limited to the structure or portion thereof in which such Housing 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. To the extent the proposed collocation space **is** leased to NYNEX, ANTC's right to occupy such space (or a portion thereof) is subject in all respects to NYNEX's rights with respect to such leased premises under such lease. NYNEX shall have the right to vacate such leased space (in whole or in part) or *to* modify, **alter** or amend the lease in any manner, including in such manner which would **modify** ANTC's rights with respect to such collocation space, or which would preclude **NYNEX** from sub-leasing or licensing use of **such** space to **ANTC**; provided, however, NYNEX shall not base **its** decision to vacate such space or to agree to **a** modification, alteration or amendment of the lease for the primary purpose of denying ANTC its right to collocate in such space; and provided, however, further, that NYNEX shall in good faith seek to preserve in its lease any right NYNEX may have to allow ANTC to collocate in such space.

1.1.15 "Commission" or "PSC" means the New York Public Service Commission.

1.1.16 "Common Channel Interoffice Signaling' or "CCIS" means the signaling system, developed for use between switching systems with

stored-program control, in which **all** of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.1.17 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.1.18 "Customer" means a Telecommunications Carrier or end user that subscribes to residence or business Telecommunications Services provided by either of the Parties.

1.1.19 "Days" shall mean calendar days unless otherwise designated as 'business days'.

1.1.20 "Dialing Parity" ~~is~~ As Defined in the Act. **As** used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. **'Local** Dialing Parity' is As Defined in the Act and means the ability of Telephone Exchange Service Customers ~~of~~ a LEC to select a provider and make local **calls** without dialing extra digits. 'Toll Dialing Parity' is **As** Defined in the Act and means the ability **of** Telephone Exchange Service Customers ~~of a~~ **LEC** to place toll calls (interLATA or intraLATA) which are routed to **a** toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay. **"Toll Dialing Parity"** provides a Party's Customer with the ability to select a carrier as **its** interLATA toll provider and select the same or a different carrier as **its** intraLATA provider.

1.1.21 "Digital Signal Level" means one ~~of~~ several transmission rates in the time-division multiplex hierarchy.

1.1.22 "Digital Signal Level 0" or **"DS0"** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.1.23 "Digital Signal Level 1" or **"DS1"** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.1.24 "Digital Signal Level 3" or **"DS3"** means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.1.25 "Direct Customer Access Service" or "DCAS" is an electronic interface system provided by **NYNEX** to facilitate the ordering, provisioning and maintenance of various facilities, features and services provided by **NYNEX** including: interconnection arrangements, unbundled network elements, resale of retail services provided at wholesale rates and other offerings.

1.1.26 "Exchange Message Record" or "EMR" means the standard used for the exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.1.27 'Exchange Access' is As Defined in the Act

1.1.28 "FCC" means the Federal Communications Commission.

1.1.29 'Fiber-Meet' means an Interconnection architecture method limited only by technical feasibility (other than Collocation) whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.1.30 'High-Bit Rate Digital Subscriber Line' or "HDSL" means a transmission technology which transmits over two (2) twisted cable pairs **up** to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AMIPM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3B0"). Only unloaded and non-repeated twisted cable pairs that do not exceed a technical length limitation can support HDSL capabilities.

1.1.31 'Information Service' is **As** Defined in the Act.

1.1.32 'Information Service Traffic' means **Local** Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an Information Service provided over a Party's information services platform.

1.1.33 'Integrated Digital Loop Carrier' means a subscriber loop carrier system which integrates within the switch, generally at a DS1 level, twenty-four (24) local Link voice grade equivalent transmission paths combined into a 1.544 Mbps digital signal.

1.1.34 "Interconnection" is **As** Described in the Act and refers to the connection of a network, equipment, or facilities of one Telecommunications Carrier with the network, equipment, or facilities of another Telecommunications Carrier for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.1.35 'Interexchange Carrier' or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.1.36 'Interim Telecommunications Number Portability' or "INP" is ~~As~~ Described in the Act.

1.1.37 'InterLATA Service' is ~~As~~ Defined in the Act. .

1.1.38 'Integrated Services Digital Network' or 'ISDN' means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for a digital transmission of two ~~64~~ Kbps bearer channels and one 16 Kbps data channel ("2B+D").

1.1.39 'IntraLATA Toll Traffic' means those intraLATA station ~~calls~~ that are not defined as Local Traffic in this Agreement

1.1.40 'Joint Grooming Plan' means the initial plan agreed to by the Parties within three (3) months of the Effective Date which is substantially similar to the template provided by NYNEX to ANTC on or about March 5, 1997, as modified from time to time as mutually agreed to by the Parties.

1.1.41 "Laws" means any statute, rule, regulation, ~~applicable~~ ruling of a court of competent jurisdiction, or any FCC or ~~PSC~~ decision, order, ~~or~~ ruling.

1.1.42 "Local Access and Transport Area" or 'LATA' As Defined in the Act means a contiguous geographic area:

(a) established before the date of the enactment of the Telecommunications Act ~~of~~ 1996 by a Bell Operating Company such that ~~no~~ exchange area includes points within more than one (1) ~~metropolitan~~ statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(b) established or modified by a Bell Operating Company after such date of enactment and approved by the ~~PSC~~.

For purposes of this Agreement, NYNEX operates in six discrete LATAs within New York State. They are:

- (1) LATA 132 – the New York Metropolitan LATA
- (2) LATA 133 – the Poughkeepsie LATA
- (3) LATA 134 – the Albany LATA
- (4) LATA 136 – the Syracuse LATA

- (5) LATA 138 – the Binghamton LATA
- (6) LATA 140 – the Buffalo LATA

In addition, the Rochester area is considered a separate, seventh LATA; however, NYNEX currently does not operate in that area of the State. Telephone calls that originate and terminate within any one of the seven New York State LATAs are classified as IntraLATA intrastate calls. Telephone **calls** that originate in one of the seven LATAs and terminate in another of these seven LATAs are classified as InterLATA intrastate calls. Calls that originate in any one of these seven LATAs and terminate in a different LATA in any other state or in a foreign country are classified as InterLATA interstate **calls**.

1.1.43 'Local Exchange Carrier' or 'LEC' is As Defined in the Act.

1.1.44 'Local Link Transmission' or 'Link' means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.1.45 'Loss' or 'Losses' means any and all **losses**, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.46 'Main Distribution Frame' or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.1.47 'Meet-Point Billing' means the process whereby each Party bills the appropriate tariff rate for its portion of a jointly provided Switched Exchange Access Service as agreed to pursuant to Section 8.3.

1.1.48 'Network Element' is As Defined in the Act.

1.1.49 'Network Element Bona Fide Request' means the process described in Attachment BFR that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.1.50 'North American Numbering Plan' or 'NANP', as defined in 'Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling' means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and other defined areas. The NANP format is a 10-digit

number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.1.51 'Number Portability' is As Defined in the Act

1.1.52 'NXX' means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.1.53 'Party' means either NYNEX or ANTC, and 'Parties' means NYNEX and ANTC.

1.1.54 'Port' means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.1.55 'Point of Termination Bay' or 'POT Bay' means the intermediate distributing frame system which serves as the point of demarcation for collocated interconnection.

1.1.56 'Rate Center' means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as ANTC is permitted by an appropriate regulatory body to establish its own Rate Centers within an area.

1.1.57 'Reciprocal Compensation' is As Described in the Act

1.1.58 'Reciprocal Compensation Call' or 'Reciprocal Compensation Traffic' means a Telephone Exchange Service Call completed between the Parties which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and any applicable Law.

1.1.59 'Route Indexing' means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of NYNEX and ANTC over which inbound traffic to a ported number will be routed.

1.1.60 'Routing Point' means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Service. Pursuant to Bell Communications

Research, Inc. ('Bellcore') Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point. in such Bellcore Practice) may be an End Office Switch location or a LEC Consortium Point of Interconnection..

1.1.61 'Service Control Point' or 'SCP' means a component of the signaling network that acts as a database to provide information to another component of the signaling network (*i.e.*, Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.1.62 'Signaling Transfer Point' or "STP" means a component of the signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCIS messages.

1.1.63 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.1.64 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base transmission rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate.

1.1.65 "Technically Feasible Point. is As Described in the Act.

1.1.66 "Telecommunications" is **As** Defined in the Act.

1.1.67 "Telecommunications Carrier" is **As** Defined in the Act.

1.1.68 "Telecommunications Service" is **As** Defined in the Act .

1.1.69 "Telephone Exchange Service" **is** As Defined in the **Act**.

1.1.70 "Telephone Exchange Service Call" or "Telephone Exchange Service Traffic" means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (10XXX) or (101XXX) call. Telephone Exchange Service Traffic is transported over Traffic Exchange Trunks and qualifies for Reciprocal Compensation pursuant to the terms of this Agreement.

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

1.1.72 'Unbundled Network Element' or 'UNF' 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 NYNU: 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 NYNU: 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, sub-tending arrangements between NYNEX Primary Switches and NYNEX Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which NYNEX maintains for those switches. For purposes of NYNEX routing traffic to ANTC, sub-tending 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 800/888 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 non-conversation 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 800/888 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 **NYNU** 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.