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PUBLIC SERVICE COMMISSION
RECEIVED

August 10, 2000

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BY HAND

FILES
ALBANY, N.Y.

Honorable Janet Hand Deixler
Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223

**Re: Interconnection Agreement between
Verizon and TeleServices Group**

Dear Secretary Deixler:

In accordance with § 252(e) of the Telecommunications Act of 1996 (the "Act"), Verizon New York Inc. ("Verizon NY"), is herewith filing an Interconnection Agreement effective June 7, 2000 between Verizon NY and TeleServices Group Inc. ("TGI"), governing interconnection arrangements in the State of New York. The Agreement is submitted for Commission approval under §§ 252(e)(1) and (e)(2).

The Act specifies in § 252(e)(4) that, if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

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

Honorable Janet Hand Deixler
August 10, 2000
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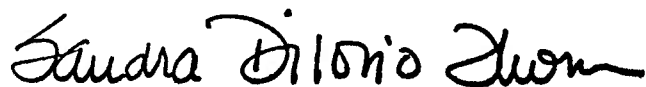
and 93-C-0103, as well as all telecommunications carriers from which Verizon NY has received a request for interconnection, services or network elements pursuant to 47 U.S.C. § 252.

TGI is represented by:

Mr. Archie D. Typadis
TeleServices Group Inc.
518 Commonwealth Avenue
Newton, MA 02459
telephone: (617) 243-9455

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

Respectfully submitted,

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

Sandra DiIorio Thorn

Enclosure

cc: Mr. Archie D. Typadis (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

Dated as of June 7th, 2000

by and between

**NEW YORK TELEPHONE AND TELEGRAPH
d/b/a
BELL ATLANTIC – NEW YORK**

and

TELESERVICES GROUP INC.

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Exhibit A	Bell Atlantic – New York and TeleServices Group Inc. Pricing Schedule / Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request
Exhibit C	Directory Assistance and IntraLATA Operator Services Agreement

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is effective as of the 7th day of June, 2000 (the "Effective Date"), by and between New York Telephone and Telegraph 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 TeleServices Group Inc. ("TGI"), a New Jersey corporation with offices at 2740 Route 10 West, Morris Plains, NJ 07950.

WHEREAS BA and TGI (each a "Party" and collectively the "Parties") want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective Customers;

WHEREAS Sections 251, 252, and 271 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for Interconnection, unbundled Network Elements, and resale service, and the Parties intend that this Agreement meet these requirements, including the requirements in Section 271 commonly referred to as the "Checklist"; and

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.

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, TGI and BA hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996), and interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.

1.3 "Agreement" means this Interconnection Agreement, including all Exhibits Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 "Ancillary Traffic" means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLI/BLVI Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing as described in Section 7.1.

1.5 "ANI" or "Automatic Number Identification" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 "Applicable Law" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.7 "BFR" or "Bona Fide Request" means the process described in Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide an unbundled Network Element that it is not otherwise required to provide under the terms of this Agreement.

1.8 "Busy Line Verification" or "BLV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.9 "Busy Line Verification and Interrupt" or "BLVI" means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

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1.10 "CCS" or "Common Channel Signaling" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). BA and TGI currently utilize this out-of-band signaling protocol. "CCSAC" or "CCSAS" means the Common Channel Signaling access connection or access service, respectively, which connects one Party's signaling point of Interconnection ("SPOI") to the other Party's Signaling Transfer Point for the exchange of SS7 messages.

1.11 "Central Office" means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching system and telephone equipment are installed.

1.12 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

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

1.14 "Collocation" means an arrangement in which the equipment of one Party (the "Collocating Party") is installed and maintained at the premises of the second Party (the "Housing Party") for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.15 "Commission" means the NEW YORK PUBLIC SERVICE COMMISSION.

1.16 "CLEC" or "Competitive Local Exchange Carrier" means any Local Exchange Carrier other than BA that is operating as such in BA's certificated territory in New York. TGI is or will shortly become a CLEC.

1.17 "CPN" or "Calling Party Number" is a Common Channel Signaling ("CCS") parameter which identifies the calling party's telephone number.

1.18 "Cross Connection" means a jumper cable or similar connection, provided in connection with a Collocation arrangement 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.

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1.19 "Customer" means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

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

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

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.24 "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.25 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises.

1.26 "Exchange Message Interface" or "EMI" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

1.27 "FCC" means the Federal Communications Commission.

1.28 "FCC Regulations" means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.29 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1 - level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary/1 Octal ("3BO").

1.30 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within New York, is an Incumbent Local Exchange Carrier.

1.31 "Information Services 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 (*e.g.*, NXX 976).

1.32 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.33 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

1.34 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

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

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

1.37 "IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.39 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area or expanded area service ("EAS") area, as defined in BA's effective Customer Tariffs. Local Traffic does not include any Internet Traffic.

1.40 "Loop" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or Network Interface Device ("NID") if installed) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.41 "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).

1.42 "Main Distribution Frame" or "MDF" generally means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

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

1.44 "MECOD" means the Multiple Exchange Carriers Ordering and Design ("MECOD") Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.45 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party (e.g., an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

1.46 "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.47 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon Point of Interconnection ("POI"), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier's option, may interface with such carrier's collocated equipment to gain access to unbundled Network Elements.

1.48 "Network Interface Device" or "NID" means the BA-provided interface terminating BA's telecommunications network on the property where the Customer's service is located at a point determined by BA. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to BA's network.

1.49 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. 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.

1.50 "Numbering Plan Area" or "NPA" is also sometimes referred to as an "area code". There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic

NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.51 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.52 "Percent Interstate Usage" or "PIU" is a factor that is used to determine the interstate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is developed from the measurement of calls in which the calling and called parties are not located within the same state. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

1.53 "Percent Local Usage" or "PLU" is a factor that is used to determine the portion of Reciprocal Compensation Traffic minutes exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called party are located within a given LATA in accordance with the definition of Reciprocal Compensation Traffic in Section 1.61. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

1.54 "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone numbers(s) which serves as the Customer's network address. The Port Element is part of the provision of unbundled local Switching Element.

1.55 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

1.56 "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.57 "Rate Center Point" means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.58 "Rate Demarcation Point" means the physical point in a BA-provided network facility at which BA's responsibility for maintaining that network facility ends and the Customer's responsibility

for maintaining the remainder of the facility begins, as set forth in BA's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

1.59 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rating Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.60 "Reciprocal Compensation" means the arrangement for recovering costs incurred for the transport and termination of eligible IntraLATA Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 5.7).

1.61 "Reciprocal Compensation 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 carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. Reciprocal Compensation Traffic does not include Internet Traffic.

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

1.63 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.65 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.66 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.67 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customers(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.68 "Tandem Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence and to provide Switched Exchange Access Services.

1.69 "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on TGI's network, and is transported through a BA Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant BA Tandem to which TGI delivers such traffic. Pursuant to Section 7.2.6, Transit Traffic may also mean Telephone Exchange Service traffic that originates on BA's network, and is transported through a TGI Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant TGI Tandem to which BA delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.70 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA's "Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services" which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.71 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

1.72 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (*e.g.*, another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.73 "V and H Coordinates Method" means a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

1.74 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.75 "Wire Center" means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement 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 the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which BA and TGI will offer and provide to each other within each LATA in which they operate within New York: a) Interconnection and access to unbundled Network Elements and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c)

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services related to a) and b). As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist, under Section 271 of the Act.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.1 Interconnection Activation

Subject to the terms and conditions of this Agreement, each Party shall exercise commercially reasonable efforts to enable TGI to provide fully operational service predominately over its own Telephone Exchange Service facilities to business and residential Customers in accordance with TGI's intended implementation schedule in New York, attached hereto as Schedule 4.1. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

4.2 Trunk Types And Interconnection Points

4.2.1 **Trunk Types.** Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (*e.g.*, 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in Section 4.3.7, InterLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251 (c)(2) of the Act, and Internet Traffic, all in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (*e.g.*, 800/888/877) traffic, between TGI Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 19;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19;

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19; and

Other Trunks as may be requested and agreed to by the Parties.

4.2.2 Interconnection Points. Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the TGI network from which TGI will provide transport and termination of traffic to its Customers shall be designated as the TGI Interconnection Points ("TGI-IPs"). The mutually agreed-upon IPs on the BA network from which BA will provide transport and termination of traffic to its Customers shall be designated as the BA Interconnection Point(s) ("BA-IP(s)"); provided that such BA-IP(s) shall be either the BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer. Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each BA Tandem Serving Area in each LATA in which it has Customers as designated in Schedule 4.1. Any additional traffic that is not covered in Schedule 4.2 shall be subject to separate negotiations between the Parties, except that either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates applicable to such traffic.

4.2.3 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point as described in Section 4.3. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to Section 10.1. A "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the

BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" Customers shall mean Customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by TGI, TGI shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to TGI-IP.

4.2.5 The Parties shall configure separate one-way trunk groups for traffic from TGI to BA, and for traffic from BA to TGI, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

4.3 Physical Architectures

4.3.1 TGI shall have the sole right and discretion to specify any of the following three methods for interconnection at any of the BA-IPs:

- (a) a physical or virtual Collocation node TGI established at the BA-IP; and/or
- (b) a physical or virtual Collocation node established separately at the BA-IP by a third party with whom TGI has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing), to the BA-IP.

4.3.2 TGI shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13.

4.3.3 TGI may order from BA any of the Interconnection methods specified above in accordance with the rates, order intervals and other terms and conditions in the Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.4 BA shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the TGI-IPs:

- (a) a physical, virtual or other alternative Collocation node BA establishes at the TGI-IP; and/or
- (b) a physical, virtual or other alternative Collocation node established separately at the TGI-IP by a third party with whom BA has contracted for such purposes; and/or

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

4.3.5 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a TGI-IP pursuant to Section 13.

4.3.6 BA may order from TGI any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.7 Under any of the architectures described in this Section 4.3, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.

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

4.3.9 In recognition of the large number and variety of BA-IPs available for use by TGI, TGI's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of TGI-IPs available to BA to select from for similar purposes, TGI shall charge BA no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a BA-IP to a TGI-IP in any given LATA.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this Section 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and

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forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 TGI and BA shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. TGI and BA shall exchange appropriate information (*e.g.*, maintenance contact numbers, information related to the jointly constructed network configuration, 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.

4.4.5 TGI and BA shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

4.5 Interconnection in Additional LATAs

4.5.1 If TGI determines to offer Telephone Exchange Services in any LATA in New York not listed in Schedule 4.1 in which BA also offers Telephone Exchange Services, TGI shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in Section 4.5.1 shall include (a) the TGI-IP; (b) the requested BA-IP; (c) the initial Rating Point TGI has designated in the new LATA; (d) TGI's intended Interconnection activation date ; and (e) a forecast of TGI's trunking requirements conforming to Section 10.3.

4.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) TGI has identified as its initial Rating Point(s) in the LATA as the TGI-IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the TGI-IP (as measured in airline miles utilizing the V and H Coordinates Method) as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a BA-IP to the TGI-IP, the TGI-IP shall be no further than a non-distance sensitive Entrance Facility away from the BA-IP.

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4.5.4 The Parties shall agree upon an addendum to Schedule 4.1 to reflect the schedule applicable to each new LATA requested by TGI; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of the TGI's notice provided for in Section 4.5.1, BA and TGI shall confirm the BA-IP, the TGI-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule 4.1.

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

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0.

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

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

5.2.3 Unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

5.2.4 In the event the traffic volume between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.

5.2.5 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques with the exception of (a) E911/911, in accordance with Section 7; and (b) Operator Services/Directory Assistance, in accordance with Section 19.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing TGI traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to TGI, the subtending arrangements between TGI Tandem Switches (or functional equivalent) and TGI End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which TGI maintains for the routing of its own or other carriers' traffic.

5.4 Signaling

Subject to the conditions set forth in Section 11.7, each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

5.5 Grades of Service

The Parties shall engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 10.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Reciprocal Compensation Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Reciprocal Compensation Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Reciprocal

Compensation Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Reciprocal Compensation Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6. Such factors may be updated by the originating Party quarterly by written notification.

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (*e.g.*, 800/888/877) calls shall be in accordance with applicable Tariffs.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the TGI-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by TGI. No additional charges shall apply for the termination of such Reciprocal Compensation Traffic delivered to the BA-IP or the TGI-IP by the other Party, except as set forth in Exhibit A. When such Reciprocal Compensation Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation or non-Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:

(a) IntraLATA Traffic originating with a third party carrier and delivered by BA to TGI shall be treated as Tandem Transit Service under Section 7.2

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

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with

Section 6.3.

- (d) No Reciprocal Compensation shall apply to Internet Traffic.
- (e) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- (f) IntraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in New York) shall be treated in accordance with an arrangement mutually agreed to by the Parties.
- (g) Any other traffic not specifically addressed in this Section 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

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

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

5.7.5 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in New York in accordance with an arrangement mutually agreed to by the Parties.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between TGI Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where TGI elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If TGI chooses to subtend a BA access Tandem then TGI's NPA/NXX must be assigned by TGI to subtend the same BA access Tandem that a BA NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.2 TGI shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from TGI's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow TGI's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem. If TGI collocates at a BA access Tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch TGI utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem(s) BA utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 TGI and BA will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in BA's applicable Switched Exchange Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Serving Wire Center combinations.

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

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

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6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- (a) "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.
- (b) "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.
- (c) "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff, and
- (d) "Single Bill/Multiple Tariff" in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC's appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party are as set forth in BA's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide TGI with the Switched Access Detail Usage Data (EMI category

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1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 TGI shall provide BA with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To TGI: John X. Adiletta
c/o TeleSevices Group Inc.
2740 Route 10 West
Morris Plain, NJ 07950

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

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 28.10.

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

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

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

6.3.14 Nothing contained in this Section 6.3 shall create any liability for damages, Losses,

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claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (*e.g.*, 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event TGI determines to offer Telephone Exchange Services in another LATA in New York in which BA operates a Tandem Switch, BA shall permit and enable TGI to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the TGI Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{TGI Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{BA Billing Percentage} \end{aligned}$$

where:

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

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

6.3.16 TGI shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by Section 4.5.1. Within ten (10) business days of TGI's delivery of notice to BA, BA and TGI shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

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

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

6.4.1 When TGI delivers toll free service access code calls that have been queried to an "800" database to BA for completion

(a) to an IXC:

(i) TGI shall provide an appropriate EMI record to BA for processing and Meet Point Billing in accordance with Section 6.3 above; and

- (ii) TGI shall bill the IXC the TGI query charge associated with the call;
- (b) as an IntraLATA call to BA or another LEC that is a toll free service access code service provider in the LATA:
 - (i) TGI shall provide an appropriate EMI record to the toll free service access code service provider; and
 - (ii) TGI's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the TGI query charge, shall be assessed to the toll free service access code service provider; and
 - (iii) BA shall assess applicable Tandem Transit Service charges and associated passthrough charges to TGI in accordance with Section 7.2.

6.4.2 When BA delivers toll free service access code calls that have been queried to an "800" database, originated by BA's or another LEC's Customers, to TGI for completion

- (a) where the queried call is a FGD Switched Exchange Access Service call handed off to TGI, BA shall:
 - (i) bill TGI the BA query charge associated with the call as specified in Exhibit A; and
 - (ii) bill TGI BA's applicable Tariffed FGD Switched Exchange Access charges associated with the call;
- (b) where the queried call is an intraLATA call that is handed off to TGI in CLEC's capacity as a toll free service access code service provider:
 - (i) BA shall bill TGI the BA query charge associated with the call as specified in Exhibit A; and
 - (ii) BA shall provide an appropriate EMI record to TGI; and
 - (iii) BA's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges shall be billed to TGI as applicable.

6.4.3 BA will not direct unqueried toll free service access code calls to TGI.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to TGI-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as TGI connects information services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

7.1.1 TGI shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event TGI exercises such option, TGI will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow TGI to route Information Service Traffic originated on its network to BA.

7.1.2 Nothing in this Agreement shall affect either Party's rights or obligations, if any, under Applicable Law, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.1.2.1 For calls to an "Information Mass Announcement Service" ("IMAS"), which service is only available in the New York Metro LATA (LATA 132), TGI shall bill and collect the information services provider charges as defined in the existing New York PSC No. 900 Tariff, as may be amended from time to time. BA will bill TGI for such charges less the Information Services Billing and Collection fee set forth in Exhibit A. TGI shall pay BA in full regardless of uncollectible charges to its own Customers. BA may request recorded call information from TGI, to be delivered in unrated EMI format via electronic file transfer or other medium mutually agreeable to the two Parties, at the Customer usage detail charges specified in Exhibit A. This arrangement shall apply regardless of whether TGI serves its Customer from switching facilities not provided by BA, or from a BA unbundled Switching Element.

7.1.3 For calls to variable rated information services (*e.g.*, NXX 550, 540, 976, 970, 940 as applicable), TGI shall bill and collect information services provider charges from its Customers. The Parties shall exchange call detail information and handle adjustments, according to the terms selected by TGI contained in Schedule 7.1.3. BA shall charge TGI Customer usage detail rates as specified in Exhibit A. Prior to establishing interconnection for Information Services Traffic, TGI may be required to complete acceptance testing of its billing arrangement with BA.

7.1.4 If under Schedule 7.1.3, BA agrees to accept adjustments from TGI for calls

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originated by TGI Customers to information services platform(s) connected to BA's network, TGI shall follow the same policy in allowing adjustments to its Customers as BA follows with its own Customers. TGI shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, TGI shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between TGI and the information services provider.

7.1.5 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.1.6 Unless TGI chooses one of two separate billing arrangements, as set forth in Schedule 7.1.3, Information Services Traffic originating from TGI's Customers will be blocked.

7.2 Tandem Transit Traffic Service ("Transit Service")

7.2.1 Transit Service provides TGI with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.

7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. TGI shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

7.2.3 TGI shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits BA's Tandem Office. If TGI does not enter into and provide notice to BA of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then BA may, at its sole discretion, terminate Transit Service at anytime upon thirty (30) days written notice to TGI.

7.2.4 TGI shall pay BA for Transit Service that TGI originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.5 BA will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls.

7.2.6 If or when a third party carrier's Central Office subtends a TGI Central Office, then TGI shall offer to BA a service arrangement equivalent to or the same as Transit Service provided by BA to TGI as defined in this Section 7.2 such that BA may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a TGI Central Office ("Reciprocal Transit Service"). TGI shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.

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

7.3 911/E911 Arrangements

7.3.1 TGI may, at its option, interconnect to the BA 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which TGI provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). In such situations, BA will provide TGI with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, TGI and BA will negotiate arrangements to connect TGI to the 911 service.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the TGI-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.3.3 BA will provide TGI with an electronic interface through which TGI shall input and provide a daily update of 911/E911 database information related to appropriate TGI Customers. BA will provide, as permitted by the PSC, TGI with the Master Street Address Guide ("MSAG") so that TGI can ensure the accuracy of the data transfer. Additionally, BA shall assist TGI in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of each PSAP.

7.3.4 BA and TGI will use their commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of TGI systems to the 911/E911 platforms.

7.3.5 BA and TGI 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.

7.3.6 TGI will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.3.7 TGI will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in New York.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, TGI shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for BA, in all areas where BA and TGI service areas overlap, and TGI shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 TGI will also designate a Rating Point for each assigned NXX code. TGI shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Rating Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain TGI's choices regarding the size of the local calling area(s) that TGI may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 **Cooperation** The Parties will work cooperatively to install and maintain a reliable network. TGI and BA will exchange appropriate information (*e.g.*, maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

9.2 **Responsibility for Following Standards** Each Party recognizes a responsibility to

follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow BA standard procedures for isolating and clearing the outage or trouble. TGI and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, *e.g.*, the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

10.1 Joint Network Implementation and Grooming Process

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

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 – high-day-network-busy-hour blocking standard as defined in Bellcore's special report "Bellcore –SR TAP000191");

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

(c) disaster recovery provision escalations;

(d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 4.2.3 and 4.2.4; and

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

Nothing in this Section 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliates or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, TGI shall provide BA a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to BA on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the BA CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum,

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Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for TGI-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

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

10.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at TGI's suggestion or request pursuant to the procedures identified in Section 10.3.1. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold TGI financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that TGI suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold TGI financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, TGI may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold TGI financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.3.3 Reciprocal Responsibility To the extent that BA requires TGI to install trunks for delivery of traffic to BA, TGI may apply the same procedures with respect to BA's trunking requirements.

10.4 Demand Management Forecasts

10.4.1 TGI will furnish BA with good faith demand management forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products. Such forecasts will describe TGI's expected needs for service volumes, and timeframes for service deployment, by Wire Center. TGI agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the

confidentiality provisions defined in Section 28.4, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 below, BA shall offer to TGI nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.

11.1 BA's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, BA shall provide TGI access to the following:

- 11.1.1 Loops, as set forth in Section 11.2;
- 11.1.2 The Network Interface Device, as set forth in Section 11.3;
- 11.1.3 Switching Capability, as set forth in Section 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 5.4 and Section 17;
- 11.1.6 Operations Support Systems, as set forth in Section 11.6;
- 11.1.7 Operator Services and Directory Assistance, as set forth in Section 19; and
- 11.1.8 other Network Elements in accordance with Section 11.8 below.

11.2 Loop Transmission Types

Subject to the conditions set forth in Section 11.7, BA shall allow TGI to access Loops unbundled from local switching and local transport as required by Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as amended from time to time.

11.3 Network Interface Device

Subject to the conditions set forth in Section 11.7, and at the request of TGI, BA shall

permit TGI to connect a carrier's Loop to the Inside Wiring of a Customer's premises through BA's Network Interface Device (NID) as required by Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as amended from time to time.

11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, BA shall make available to TGI the local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law, at the rates, terms and conditions set forth in PSC Tariff No. 916, as amended from time to time. -

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at TGI's request, BA shall provide TGI with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with but only to the extent required by Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as may be amended from time to time and in accordance with Section 20; provided, however, that BA shall offer unbundled shared IOF only to the extent that TGI also purchases unbundled local switching capability from BA in accordance with Section 11.4 of this Agreement.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below, BA shall provide TGI with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by TGI through such electronic interfaces.

11.7 Limitations on Unbundled Access

11.7.1 The Parties acknowledge that BA is not required by Applicable Law to provide Network Elements or combinations of Network Elements ("Combinations") to TGI on an unbundled basis until an FCC order prescribing the Network Elements that must be provided by BA pursuant to the Act (an "FCC Remand Order") becomes effective.

11.7.2 Subject to Applicable Law or any provision of this Agreement permitting BA to terminate the provision of Network Elements, BA agrees voluntarily to provide to TGI, on an unbundled, individual, uncombined basis, the Network Elements identified in this Agreement in accordance with this Agreement until the effective date(s) of an FCC Remand Order.

11.7.3 Upon the effective date(s) of an FCC Remand Order with respect to any

particular Network Element, BA's voluntary agreement to provide that Network Element under Section 11.7.2 shall terminate and, except to the extent the provision of that Network Element is required by Applicable Law, BA may (but shall not be obligated to) terminate the provision of that Network Element (including but not limited to any facility, equipment, feature, function or capability identified in this Agreement as a Network Element).

11.7.4 Nothing contained in this Agreement shall be deemed to constitute agreement by BA that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element BA is required by Applicable Law to provide to TGI on an unbundled basis.

11.7.5 To the extent BA is required by Applicable Law to provide a Network Element to TGI in accordance with an FCC Remand Order or the FCC order in CC Docket Nos. 98-147 and 96-98, released December 9, 1999, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be provided in accordance with an applicable Tariff of BA, if any. In the absence of such a Tariff, prior to BA's provision of such Network Element, and upon request, in writing, of either Party, the Parties will negotiate in good faith to amend this Agreement, as necessary, so that this Agreement includes terms, conditions and prices for the required Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) as required by Applicable Law.

11.7.6 Notwithstanding anything to the contrary in this Agreement, BA shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a Combination to TGI, the terms, conditions and prices for the Combination (including, but not limited to, the non-recurring charge to compensate the providing Party for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in BA's applicable Tariff, if any. In the absence of an applicable Tariff, prior to provision of such Combination and upon request, in writing, of either Party, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.7.7 Nothing contained in this Agreement shall limit BA's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority relating or pertaining to BA's obligations under this Agreement.

11.7.8 BA shall only be required to provide Loops, Ports or interoffice facilities on an unbundled basis where such facilities are available.

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11.7.9 TGI shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to TGI's Collocation node by means of a Cross Connection.

11.7.10 BA shall provide TGI access to its Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if TGI orders one or more Loops provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a Loop concentrator, BA shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to TGI. If, however, no spare-physical Loop is available, BA shall within three (3) Business days of TGI's request notify TGI of the lack of available facilities. TGI may then at its discretion make a Network Element Bona Fide Request to BA to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). TGI may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section.

11.7.11 If as the result of TGI Customer actions (i.e., Customer Not Ready ("CNR")), BA cannot complete requested work activity when a technician has been dispatched to the TGI Customer premises, TGI will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in BA's applicable retail Tariff.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of TGI, and to the extent required by Applicable Law, provide to TGI access to its Network Elements on an unbundled basis for the provision of TGI's Telecommunications Service. Any request by TGI for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. TGI shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

11.8.2 A Network Element obtained by one Party from the other Party under this Section 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 11.8 except to the extent required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of BA Customers who are

converting their Telephone Exchange Services to TGI Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops"s) to be provided by BA to TGI.

11.9.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If TGI does not request a coordinated cutover, BA will process TGI's order as a new installation subject to applicable standard provisioning intervals.

11.9.2 TGI shall request Analog 2W Loop(s) for coordinated cutover from BA by delivering to BA a valid electronic Local Service Request ("LSR"). BA agrees to accept from TGI the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the BA Regional CLEC Control Center ("RCCC") and subject to the availability of BA's work force. In the event that BA's work force is not available, TGI and BA shall mutually agree on a New Conversion Time, as defined below. TGI shall designate the Scheduled Conversion Time subject to BA standard provisioning intervals as stated in the BA CLEC Handbook, as may be revised from time to time. Within two (2) business days of BA's receipt of such valid LSR, or as otherwise required by Applicable Law, BA shall provide TGI the firm order commitment ("FOC") date by which the Analog 2W Loop(s) covered by such LSR will be converted.

11.9.3 TGI shall provide dial tone at the TGI Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If BA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from TGI; and

(ii) If TGI requests to reschedule outside the one (1) hour time frame above, TGI shall be charged an additional Analog 2W Loop Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If TGI is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and TGI will reschedule and, upon request from TGI, BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to TGI is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If TGI requires Analog 2W Loop conversions outside of the regularly scheduled BA RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.10 Maintenance of Unbundled Network Elements

If (a) TGI reports to BA a Customer trouble, (b) TGI requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA facilities or equipment in whole or in part, then TGI shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by TGI is not available at the appointed time. TGI accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If as the result of TGI instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to TGI by BA. If as the result of TGI instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to TGI by BA. BA agrees to respond to TGI trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly initiated Telecommunications Carrier.

12.0 RESALE -- SECTIONS 251(b)(1) and 251(c)(4)

12.1 Resale at Retail Rates

BA shall make available to TGI for resale all Telecommunications Services, as described in

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Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of BA's applicable Tariffs, as may be amended from time to time.

12.2 Resale at Wholesale Rates

BA shall make available to TGI for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A, in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

BA shall make available to TGI the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by TGI and at prices, terms and conditions to be negotiated by TGI and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by TGI's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 TGI shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, TGI shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting Section 12.4.1, TGI shall not resell (a) residential service to business or other nonresidential Customers of TGI, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, TGI shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA discontinues offering.

12.4.3 BA shall not be obligated to offer to TGI at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 TGI shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

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12.4.5 BA may impose additional restrictions on TGI's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Law.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, BA shall provide Collocation for the purpose of facilitating TGI's Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to BA's applicable federal and state Tariffs as amended from time to time.

13.2 INTENTIONALLY OMITTED

13.3 In the course of implementing a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide TGI with the relevant engineering requirements.

13.4 TGI shall purchase Cross Connection to BA services or facilities as described in BA's applicable Tariffs.

13.5 TGI agrees to provide to BA, upon BA's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Notwithstanding anything else set forth in this Agreement, BA shall provide NP only to the extent required by Applicable Law.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis in all End Offices in New York.

14.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B; (3) after Party B has received a letter of agency ("LOA") from the Customer, and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line-based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A elects to port its telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported, provided the number(s) have been reserved for the Customer. (Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time.) The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and Party B. Party B may request that Party A port all reserved number(s) assigned to the Customer, or that Party A port only those number(s) listed by Party B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer.

14.2.4 When a Customer of Party A elects to port its telephone number(s) to Party B, Party A shall implement the ten-digit unconditional trigger feature, where available, on the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Both Parties shall provide updates to the LERG at least forty-five days prior to the deployment date of a new office and/or new NXX. All new offices and NXXs shall be designated

as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all LNP capable offices within the applicable LATA.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network. -

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and TGI shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C §. 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's

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applicable Tariffs or generally available license agreements.

17.0 DATABASES AND SIGNALING

Subject to the conditions set forth in Section 11.7, BA shall provide TGI with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (*e.g.*, 800/888/877) databases, LIDB, and any other necessary databases in accordance with Exhibit A and BA's applicable Tariffs, if any. TGI shall provide BA with CCS Interconnection required for call routing and completion, and the billing of calls which involve TGI's Customers, at nondiscriminatory rates, terms and conditions in accordance with Section 20.3, provided further that if the TGI information BA requires to provide such call-related functionalities is resident in a database, TGI will provide BA with the access and authorization to query TGI's information in the databases within which it is stored. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either case, TGI shall comply with BA's SS7 certification process prior to establishing CCS Interconnection with BA.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to TGI, or from TGI to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, initially free of charge to the other Party, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number in the case of business Customers, or in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number, or such other time period as may be prescribed by the Commission. The periods for referral may be shorter if a number shortage condition is in effect for a particular NXX code. Upon request of either Party, the Parties shall negotiate in good faith to establish an appropriate rate for Referral Announcements. If the Parties are unable to agree upon a rate within sixty (60) days, the matter will be resolved in accordance with Section 28.9.

18.2 Coordinated Repair Calls

TGI and BA will employ the following procedures for handling misdirected repair calls:

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18.2.1 TGI and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identified by Party B as the correct provider of service to a Customer that makes a misdirected repair call to Party B, Party B will immediately refer the Customer to the telephone number provided by Party A pursuant to 18.2.3 in a courteous manner and at no charge.

18.2.3 TGI and BA will provide their respective repair contact numbers to one another.

18.3 Customer Authorization

18.3.1 Without limiting either Party's obligations under Section 27.1, each Party shall comply with the FCC's rules and regulations concerning Customer selection of a primary Telephone Exchange Service provider (47 C.F.R. Pt. 64, Subpart K) when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party (the "Requesting Party") requests the other Party (the "Executing Party") to install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) has not obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any rights or remedies available to the Executing Party under Applicable Law, the Requesting Party shall be liable to the Executing Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and for restoring the Customer's Telecommunications Service to its Customer-authorized condition.

18.3.3 Without limiting TGI's obligations under Section 27.1 TGI shall comply with Applicable Law with regard to CPNI, including, but not limited to, 47 U.S.C. § 222, and the FCC rules in 47 CFR Section 64.2001 – Section 64.2009. TGI shall not access (including, but not limited to, through BA OSS Services), use, or disclose CPNI made available to TGI by BA pursuant to this Agreement unless TGI has obtained all Customer authorizations for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing CPNI, TGI represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. TGI shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit TGI's access to and use and/or disclosure of CPNI that is made available by BA to TGI pursuant to this Agreement to ascertain whether TGI is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor TGI's access to and use of CPNI that is made available by BA to TGI pursuant to this Agreement. TGI shall cooperate and provide all

necessary information and documentation in connection with such auditing or monitoring by BA.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to the conditions set forth in Section 11.7, and upon TGI's written request, BA will provide directory services to TGI in accordance with the terms set forth herein.

19.1 Listing Information

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

19.2 Listing Information Supply

TGI shall provide to BA on a regularly scheduled basis, at no charge, and in a format required by BA or by a mutually agreed upon industry standard (*e.g.*, Ordering and Billing Forum developed), all Listing Information for each TGI Customer whose assigned or ported telephone numbers fall within the geographic area covered by the relevant BA directory. TGI shall also provide to BA (i) on a daily basis, information showing TGI Customers who have disconnected or terminated their service with TGI; and (ii) delivery information for each non-listed or non-published TGI Customer to enable BA to perform its distribution responsibilities. BA shall promptly provide to TGI, within forty-eight (48) hours of receipt by BA, a query on any listing that is not acceptable.

19.3 Listing Inclusion

BA shall include each TGI Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by BA in its sole discretion, and shall provide initial distribution of such directories to such Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of TGI's Customers shall be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. TGI shall pay BA's Tariffed charges for additional and foreign alphabetical listings and other alphabetical services (*e.g.* caption arrangements) for TGI's Customers. BA shall not require a minimum number of listings per order.

19.4 BA Information

Upon request by TGI, BA shall make available to TGI the following information to the extent that

BA provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. BA also will make available to TGI, upon request, a copy of BA's alphabetical listings standards and specifications manual.

19.5 Confidentiality of Listing Information

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

19.6 Accuracy

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

19.7 Standards

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

19.8 Liability

BA's liability to TGI in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by TGI for such listing. In addition, TGI agrees to take all reasonable steps, including entering into appropriate contractual provisions with its Customers, to ensure that its and BA's liability to TGI's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations of liability applicable between BA and its Customers.

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19.9 Service Information Pages

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

19.10 Directory Publication

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

19.11 Directory Assistance (DA) and Operator Services (OS)

19.11.1 Subject to the conditions set forth in Section 11.7 of this Agreement, either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance service, IntraLATA operator call completion services and/or directory assistance database listings. If either Party makes such a request, the Parties shall enter into a Directory Assistance and IntraLATA Operator Services Agreement substantially in the form attached hereto as Exhibit C before the services requested are provided.

19.11.2 TGI shall arrange at its expense the trunking and other facilities required for transport to and from the designated DA and OS switch locations.

19.12 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.12.1 Either Party may request that the other Party accept and respond to BLV and BLVI requests by operators of the requesting Party. The other Party shall provide the requested BLV and BLVI services in accordance with, and subject to, the rates, terms and conditions set forth in BA's FCC Tariff No. 11 (relating to Line Side verification services to other carriers) or as otherwise may be mutually agreed to in writing by the Parties.

19.12.2 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services

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switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. A requesting Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the other Party.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.0, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities or arrangements; provided, however, that TGI may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that TGI may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.4 Upon request by BA, TGI shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if TGI (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to TGI by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to TGI in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law,

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interest will be paid on any such cash deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to TGI in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. Notwithstanding anything else set forth in this Agreement, if BA makes a request for assurance of payment in accordance with the terms of this Section, then BA shall have no obligation thereafter to perform under this Agreement until such time as TGI has provided BA with such assurance of payment. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve TGI from compliance with the requirements of this Agreement (including, without limitation, any applicable Tariffs) as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 TGI shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement (including, without limitation, its obligations set forth in Section 24 hereof) and all insurance and/or bonds required by Applicable Law. At a minimum and without limiting the foregoing covenant, TGI shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 TGI shall name BA as an additional insured on the foregoing insurance.

21.3 TGI shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Wholesale Markets; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, TGI shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance acceptable to BA. Certificates furnished by TGI or

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TGI's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - New York shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until June 7th, 2002 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by June 7th, 2001.

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis, for a period not to exceed six (6) months, until such time as a new agreement is entered into, or if no agreement is entered into; until (a) or (b) becomes available.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions

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generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services, facilities and arrangements hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

24.0 INDEMNIFICATION

24.1 BA agrees to indemnify, defend and hold harmless TGI, TGI's affiliates, and the directors, officers and employees of TGI and TGI's affiliates from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

- (a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of BA, BA's

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affiliates, or the directors, officers, employees, agents or contractors of BA or BA's affiliates; or

(b) made, instituted, or asserted by BA's own Customer(s) against TGI arising out of TGI's provision of services to BA under this Agreement (except for a Loss as to which TGI is obligated to indemnify BA under Section 24.2(a)).

24.2 TGI agrees to indemnify, defend and hold harmless BA, BA's affiliates, and the directors, officers and employees of BA and BA's affiliates from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of TGI, TGI's affiliates, or the directors, officers, employees, agents or contractors of TGI or TGI's affiliates; or

(b) made, instituted, or asserted by TGI's own Customer(s) against BA, BA's affiliates, or the directors, officers or employees of BA or BA's affiliates arising out of BA's provision of services to TGI under this Agreement (except for a Loss as to which BA is obligated to indemnify TGI under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party or other persons who are to be indemnified under Sections 24.1 and 24.2 ("Indemnified Party/Person") under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.4 A Party's obligation to indemnify, defend and hold harmless an Indemnified Party/Person as provided herein shall be conditioned upon the following:

(a) The Indemnified Party/Person shall promptly notify the indemnifying Party of any action taken against the Indemnified Party/Person relating to the indemnification. However, the failure to give such notice shall release the indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party/Person may engage separate legal counsel only at the Indemnified Party/Person's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party/Person, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution

from or affects the rights of the Indemnified Party/Person, the Indemnified Party/Person shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party/Person against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs and Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant.

(e) The Indemnified Party/Person shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

25.0 LIMITATION OF LIABILITY

25.1 The liability, if any, of either Party to the other Party or to any other person for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate services, facilities or arrangements, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like occurring in the course of furnishing any services, facilities or arrangements hereunder (collectively, "Errors") shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no legally effective Tariff provision limiting or excluding the liability of the providing Party shall apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the services, facilities or arrangements that are subject to the Errors for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party or to any other person in connection with the provision or use of services, facilities or arrangements offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost revenues, profits or savings, or other commercial or economic loss (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

BA shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 BA shall provide TGI with the Performance Monitoring Reports described by the FCC Order in the Application of BELL ATLANTIC Corporation, Transferee, For Consent to Transfer Control of BELL ATLANTIC Corporation and its Subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997) ("the FCC Merger Order"), and applicable to TGI in accordance with the requirements of said FCC Merger Order.

26.2.2 TGI agrees that the information included in the Performance Monitoring Reports is confidential and proprietary to BA, and shall be used by TGI solely for internal performance assessment purposes, for purposes of joint TGI and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA's obligations hereunder. TGI shall not otherwise disclose this information to third parties.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in BA's reasonable determination is likely to adversely affect BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward

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agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial, regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to TGI hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to TGI, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, facility, arrangement or benefit, in which event such specified period and/or conditions shall apply.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 BA represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 TGI represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 TGI represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable Federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable unemployment or workers' compensation acts. Each Party shall have sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any

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obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the non-performing Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

- (a) contains Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication or directory database inclusion, or
- (b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or
- (c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent Federal law may apply, Federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, Telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption.

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Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (*e.g.*, an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to TGI under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to TGI for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to TGI, then, as between BA and TGI, TGI shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either TGI or BA with respect to the Tax on BA's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Bell Atlantic:	Tax Administration Bell Atlantic Corporation 1095 Avenue of the Americas Room 3109 New York, NY 10036
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To TGI:	John X. Adiletta c/o TeleServices Group Inc. 2740 Route 10 West Morris Plains, NJ 07950
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Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this Section 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

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28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to this Agreement or law or equity.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To TGI:
c/o TeleServices Group Inc.
John X. Adiletta
2740 Route 10 West
Morris Plains, NJ 07950

To BA:

Director - Interconnection Services
Bell Atlantic Wholesale Markets
1095 Avenue of the Americas

BA-NY/TGI June 7, 2000
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TGI - BELL ATLANTIC Interconnection Agreement for New York

Room 1423
New York, NY 10036
Facsimile: 212/395-7600

with copies to:

Vice President and General Counsel
Bell Atlantic - New York
Attention: General Counsel
37th Floor
1095 Avenue of the Americas
New York, NY

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Section 252(i) Obligations

28.11.1 the extent required under Applicable Law, each Party shall comply with the requirements of Section 252(i) of the Act.

28.11.2 To the extent that the exercise by TGI of any rights it may have under such Section 252(i) results in the rearrangement of facilities by BA, TGI shall be solely liable for all costs associated therewith.

28.11.3 If TGI wishes to exercise any rights it may have under Section 252(i), TGI shall provide written notice thereof to BA. Upon BA's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the Interconnection, service, or Network Element that TGI has elected to adopt as are set forth in the interconnection agreement under which TGI has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such Interconnection, service, or Network Element that has been adopted by TGI, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law.

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28.12 Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.13 No Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.14 No Licenses

28.14.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any service, facility or arrangement by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.14.4 TGI agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. TGI acknowledges that functions and features made available to it hereunder

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through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to TGI.

28.15 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate TGI's ability to provide service using certain technologies. Nothing in this Agreement shall limit BA's ability to modify its network through the incorporation of new equipment, new software or otherwise. TGI shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. Notwithstanding the preceding sentence, either Party may add or delete Tariffs, or change its Tariffs, at any time without the consent of the other Party. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

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28.20 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.21 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in connection with the sale of products and services, or in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of its company, products and services by the other Party.

Any violation of this section 28.21 shall be considered a material breach of this Agreement.

28.22 Cooperation With Law Enforcement

BA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by BA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. BA shall not have the obligation to inform the Customers of TGI of such law enforcement requests, except to the extent required by Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. BA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by BA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

28.23 CLEC Certification

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as TGI has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition

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for conducting business in New York as a local exchange carrier.

28.24 Severability

In the event that any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

TELESERVICES GROUP INC.

By: 

Printed: J. X. Adiletta

Title: CEO

BELL ATLANTIC - NEW YORK

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services
Policy & Planning

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

New York RESIDENTIAL SERVICES

BA-IP**	TGI-IP	TGI Intended Implementation Date
	TBD	-

** BA-IP(s) shall be either the BA Tandem or the BA End Office to which the terminating NPA/NXX has been assigned in the Local Exchange Routing Guide.

New York BUSINESS SERVICES

BA-IP***	TGI-IP	TGI Intended Implementation Date
	TBD	

*** BA-IP(s) shall be either the BA Tandem or the BA End Office to which the terminating NPA/NXX has been assigned in the Local Exchange Routing Guide..

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

- (a) TGI, at the TGI-IP in LATA in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

- (a) TGI, at the TGI-IP in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on TGI's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the TGI Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA operator services Tandem Office.

6. For Operator Services (call completion) traffic, at the applicable BA operator services Tandem Office.

7. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

8. For SS7 signaling originated by:

(a) TGI, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links

provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA_905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating TGI Wire Center is located, over a CCSAC link. Alternatively, TGI may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, TGI may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 5.6**APPLICABLE FACTORS**

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	TGI	ALL	- 0	95
TGI	BA	ALL	10	80

CUSTOMER: TGI

STATE: New York

BILLING CONTACT NAME: John X. Adiletta

BILLING CONTACT NUMBER: 973.290.9580

**BILLING CONTACT ADDRESS: 2740 Route 10 West
Morris Plains, NJ 07950**

TGI ACNA to be used when ordering Interconnections Trunks: CVK

TGI CIC to be used when ordering Interconnection Trunks: _TBDPOINT BILLING

SCHEDULE 6.3**RATE ELEMENTS UNDER MEET POINT BILLING****Interstate Access - Terminating to or originating from TGI Customers**

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	TGI
Local Switching	TGI
Interconnection Charge	TGI
Local Transport Facility/ Tandem Switched Transport Per Mile	— Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from TGI Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	TGI
Local Switching	TGI
Interconnection Charge	TGI
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

SCHEDULE 7.1.3

Billing Arrangements for Variable-Rated Information Services Calls

Bell Atlantic offers two billing arrangement options representing different methods for TGI and Bell Atlantic to jointly ensure that the end users making calls to the Information Provider ("IP") programs on the Bell Atlantic platform are billed at correct rates, and that the IP's they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, TGI must confirm which ONE of the following two Billing Arrangement Options it will use for variable-rated Information Services Traffic, and complete acceptance testing with Bell Atlantic for that option. TGI's choice of one or the other Billing Arrangement Option will be indicated on Appendix A ("Bell Atlantic Information Services Billing Option Selection Form") following this Schedule 7.1.3.

Where TGI does not select either billing arrangement option, as indicated in Appendix A to this Schedule 7.1.3, TGI agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the Bell Atlantic platform, regardless of whether the Customers are served by TGI switching facilities, or by Unbundled Network Element(s) purchased by TGI.

The "Information Mass Announcement Service" ("IMAS") product is unique to the New York Metropolitan LATA (132), and is not offered elsewhere in New York State or in the Bell Atlantic region. The Billing Arrangement options described below do not apply to IMAS traffic, which is not a variable-rated Information Service.

Option 1: BUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. TGI using its own facilities records originating call detail, and delivers message to Bell Atlantic over a dedicated IP trunk. Bell Atlantic makes terminating recording.

--or--

- 1b. TGI using Bell Atlantic Unbundled Network Elements for Local Switching receives originating call detail from Bell Atlantic in unrated EMI format.

2. Using the called number, TGI identifies the call as a variable-rated IP call. TGI sends the call detail record to Bell Atlantic in unrated EMI format.

Bell Atlantic rates correctly formatted messages at the price set by the Information Provider, and bills TGI for the full value of the call less the Information Service Billing Fee ("IP B&C Fee") stated in Exhibit A. Incorrectly formatted records are

not rated and no IP B&C Fee is applied. Rated messages are returned to TGI in rated EMI format.

Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator. An IP B&C Fee is credited to TGI for these calls, although there are no charges billable to the TGI Customer.

3. TGI bills its end user for the full value of the call as shown in the rated EMI record, calculates and collects appropriate state and local taxes.
4. Bell Atlantic uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. The Information Provider is charged for "killer" calls according to Tariff regulations.

B. Adjustments

1. Adjustment requests submitted to Bell Atlantic will be made to the Customer Account Team Center.
2. TGI must provide the following information when requesting an adjustment from Bell Atlantic for an IP call made by one of its end user Customers:
 - originating line number
 - the dialed IP subscriber number
 - the amount to be adjusted, not including tax
 - message date
 - connect time
 - conversation time
3. Bell Atlantic will follow its policy of allowing two (2) adjustments per line per year on eligible Information Provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to TGI account.

C. Acceptance Testing

1. Acceptance testing between Bell Atlantic and TGI will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact ("SPOC") available to the other.
2. TGI will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
3. Bell Atlantic will examine, process, and edit such data to produce a return dataset of rated records, for delivery to TGI.
4. TGI will receive and process the Bell Atlantic data.
5. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

Option 2: UNBUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. TGI using its own facilities records originating call detail, and delivers message to Bell Atlantic over dedicated IP trunk. Bell Atlantic makes terminating recording.
--or--
- 1b. TGI using Bell Atlantic Unbundled Network Elements for Local Switching receives originating call detail from Bell Atlantic in unrated EMI format.
2. Bell Atlantic bills TGI for access to its IP platform. This charge for Access to BA IP Switching Platform replaces the standard Reciprocal Compensation charge, and is calculated in the same manner, on a per minute of use basis. The Access to BA IP Switching Platform charge is stated in Exhibit A.
3. Using the called number, TGI identifies the call as a variable-rated IP call. TGI has the option of either rating the call in its own system, or sending the call detail record to Bell Atlantic in unrated EMI format for rating ("BA IP Rating Service").
4. When TGI uses the optional Bell Atlantic rating service, Bell Atlantic receives an unrated EMI record from TGI. Bell Atlantic rates correctly formatted messages at the price set by the Information Provider, and bills TGI for the BA IP Rating Service on a per message basis, at the rate stated in Exhibit A. The per message charge applies to every rating attempt: correctly formatted messages, error records, and "killer" records.

Rated messages will be returned to TGI in rated EMI format. Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator.

5. TGI bills its end user for the full value of the call based on rates set by the Information Provider: as shown in the rated EMI record returned from Bell Atlantic under the optional rating service, or as determined in TGI's own rating process. TGI calculates and collects appropriate state and local taxes.
6. TGI uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. TGI may charge the Information Provider for "killer" calls according to Tariff regulations.

B. Adjustments

1. On all calls where TGI makes direct payment to the Information Provider, adjustments will be handled directly between TGI and the Information Provider.

C. Acceptance Testing

1. Acceptance Testing will be required for TGI to use the BA IP Rating Service.
2. Acceptance testing between Bell Atlantic and TGI will ensure that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a SPOC available to the other.
3. TGI will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
4. Bell Atlantic will examine, process, and edit such data to produce a return dataset of rated records, for delivery to TGI.
5. TGI will receive and process the Bell Atlantic data.
6. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard

APPENDIX A

**BELL ATLANTIC INFORMATION SERVICES
BILLING OPTION SELECTION FORM**

Please select desired services for VARIABLE-RATED INFORMATION SERVICES messages.

OPTION	MINIMUM PERIOD	CHARGE	SERVICE SELECTION
OPTION 1: Bundled Billing Arrangement	12 months following successful completion of acceptance test	Rated value of each call less <u>IP Billing & Collection fee</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>
OPTION 2: Unbundled Billing Arrangement	12 months following Effective Date	Per minute of use charge for initial minute or fraction thereof, and for each additional minute or fraction thereof at the <u>Access to BA IP Switching Platform rate</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Remaining term of Option 2 following successful completion of acceptance test	Per message charge for each call detail usage record delivered to Bell Atlantic for <u>BA IP Rating Service processing</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>

TGI BELL ATLANTIC Interconnection Agreement for New York
SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. **BA OSS SERVICES**

1.1 **Definitions**

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 "BA Operations Support Systems" means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 "BA OSS Services" means access to BA Operations Support Systems functions. The term "BA OSS Services" includes, but is not limited to: (a) BA's provision of TGI Usage Information to TGI pursuant to Section 1.3 below; and, (b) "BA OSS Information", as defined in Section 1.1.4 below.

1.1.3 "BA OSS Facilities" means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by BA to provide BA OSS Services to TGI.

1.1.4 "BA OSS Information" means any information accessed by, or disclosed or provided to, TGI through or as a part of BA OSS Services. The term "BA OSS Information" includes, but is not limited to: (a) any Customer Information related to a BA Customer or a TGI Customer accessed by, or disclosed or provided to, TGI through or as a part of BA OSS Services; and, (b) any TGI Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, TGI.

1.1.5 "BA Retail Telecommunications Service" means any Telecommunications Service that Bell Atlantic provides at retail to subscribers that are not Telecommunications Carriers. The term "BA Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by BA.

1.1.6 "TGI Usage Information" means the usage information for a BA Retail Telecommunications Service purchased by TGI under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

1.1.7 "Customer Information" means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

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1.2 BA OSS Services

1.2.1 Upon request by TGI, BA shall provide to TGI, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), BA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of TGI.

1.3 TGI Usage Information

1.3.1 Upon request by TGI, BA shall provide to TGI, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), TGI Usage Information.

1.3.2 TGI Usage Information will be available to TGI through the following:

(a) Daily Usage File on Data Tape.

(b) Daily Usage File through Network Data Mover ("NDM").

(c) Daily Usage File through Centralized Message Distribution System ("CMDS").

1.3.3.1 TGI Usage Information will be provided in a Bellcore Exchange Message Records ("EMI") format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by BA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, TGI Usage Information will be provided to TGI shall be determined by BA.

1.4 Access to and Use of BA OSS Facilities

1.4.1 BA OSS Facilities may be accessed and used by TGI only to the extent necessary for TGI's access to and use of BA OSS Services pursuant to the Agreement.

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1.4.2 BA OSS Facilities may be accessed and used by TGI only to provide Telecommunications Services to TGI Customers.

1.4.3 TGI shall restrict access to and use of BA OSS Facilities to TGI. This Schedule 12.3 does not grant to TGI any right or license to grant sublicenses to other persons, or permission to other persons (except TGI's employees, agents and contractors, in accordance with Section 1.4.7 below), to access or use BA OSS Facilities.

1.4.4 TGI shall not (a) alter, modify or damage the BA OSS Facilities (including, but not limited to, BA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the BA OSS Facilities, or (c) obtain access through BA OSS Facilities to BA databases, facilities, equipment, software, or systems, which are not offered for TGI's use under this Schedule 12.3.

1.4.5 TGI shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes).

1.4.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by TGI only in connection with TGI's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by TGI as Confidential Information of BA pursuant to Section 28.4 of the Agreement; and, (d) shall be destroyed or returned by TGI to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.4.7 TGI's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for TGI's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by TGI's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 28.4 thereof and Sections 1.5.6 and 1.5.3.3 of this Schedule 12.3.

1.5 BA OSS Information

1.5.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to TGI a non-exclusive license to use BA OSS Information.

1.5.2 All BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, TGI shall acquire no rights in or to any BA OSS Information.

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1.5.3.1 The provisions of this Section 1.5.3 shall apply to all BA OSS Information, except (a) TGI Usage Information, (b) CPNI of TGI, and (c) CPNI of a BA Customer or a TGI Customer, to the extent the Customer has authorized TGI to use the Customer Information.

1.5.3.2 BA OSS Information may be accessed and used by TGI only to provide Telecommunications Services to TGI Customers.

1.5.3.3 TGI shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of BA pursuant to Section 28.4 of the Agreement.

1.5.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to TGI any right or license to grant sublicenses to other persons, or permission to other persons (except TGI's employees, agents or contractors, in accordance with Section 1.5.3.5 below, to access, use or disclose BA OSS Information.

1.5.3.5 TGI's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for TGI's access to, and use and disclosure of, BA OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, BA OSS Information by TGI's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 28.4 of the Agreement and Section 1.5.3.3 above.

1.5.3.6 TGI's license to use BA OSS Information shall expire upon the earliest of: (a) the time when the BA OSS Information is no longer needed by TGI to provide Telecommunications Services to TGI Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.5.3.7 All BA OSS Information received by TGI shall be destroyed or returned by TGI to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, Section 22.3 of the Agreement and Section 1.6.1 below), TGI's access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.5.5.1 Without in any way limiting Section 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit TGI to ascertain whether TGI is complying with the requirements of Applicable Law and this Agreement with regard to TGI's access to, and use and disclosure of, BA OSS Information.

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1.5.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor TGI's access to and use of BA OSS Information which is made available by BA to TGI pursuant to this Agreement, to ascertain whether TGI is complying with the requirements of Applicable Law and this Agreement, with regard to TGI's access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor TGI's access to and use of BA OSS Information which is made available by BA to TGI through BA OSS Facilities.

1.5.5.3 Information obtained by BA pursuant to this Section 1.5.5 shall be treated by BA as Confidential Information of TGI pursuant to Section 28.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.5.5 to enforce BA's rights under the Agreement or Applicable Law.

1.5.6 TGI acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.6 Liabilities and Remedies

1.6.1 Any breach by TGI, or TGI's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5 above shall be deemed a material breach of the Agreement. In addition, if TGI or an employee, agent or contractor of TGI at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from BA, then, except as otherwise required by Applicable Law, BA shall have the right, upon notice to TGI, to suspend the license to use BA OSS Information granted by Section 1.5.1 above and/or the provision of BA OSS Services, in whole or in part.

1.6.2 TGI agrees that BA would be irreparably injured by a breach of Sections 1.4 or 1.5 above by TGI or the employees, agents or contractors of TGI, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.7 Relation to Applicable Law

The provisions of Sections 1.4, 1.5 and 1.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C.

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§ 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.8 Cooperation

TGI, at TGI's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.8.1 Upon request by BA, TGI shall by no later than the fifteenth (15th) day of each calendar month submit to BA reasonable, good faith estimates (by central office or other BA office or geographic area designated by BA) of the volume of each BA Retail Telecommunications Service for which TGI anticipates submitting orders in each week of the next calendar month.

1.8.2 Upon request by BA, TGI shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that TGI anticipates.

1.8.3 TGI shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.8.4 TGI shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.9 BA Access to Information Related to TGI Customers

1.9.1 BA shall have the right to access, use and disclose information related to TGI Customers that is in BA's possession (including, but not limited to, in BA OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the TGI Customer in the manner required by Applicable Law.

1.9.2 Upon request by BA, TGI shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to TGI's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit BA to obtain information related to TGI Customers (as authorized by the applicable TGI Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2. BELL ATLANTIC PRE-OSS SERVICES

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2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to TGI prior to, or in lieu of, BA's provision of the BA OSS Service to TGI. The term "BA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for BA Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the BA Pre-OSS Services that will be offered by BA shall be as determined by BA and BA shall have the right to change BA Pre-OSS Services, from time-to-time, without the consent of TGI.

2.3 Subject to the requirements of Applicable Law, the prices for BA Pre-OSS Services shall be as determined by BA and shall be subject to change by BA from time-to-time.

2.4 The provisions of Sections 1.4 through 1.8 above shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.4 through 1.8 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.4 through 1.8 above to BA OSS Information shall be deemed to include information made available to TGI through BA Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in BA's Tariffs or, in the absence of an applicable BA Tariff price, in Exhibit A or, if not set forth in either, as may be determined by BA from time to time. If BA at any time offers another resale support service the prices for which are not stated in BA's Tariffs or Exhibit A, BA shall have the right to revise Exhibit A to add such prices.

INTRODUCTION TO NEW YORK PRICING SCHEDULE

Exhibit A contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, as the New York Public Service Commission approves permanent rates in NYPSC Case Nos. 95-C-0657, 94-C-0095 and 91-C-1174, those rates shall apply to any network element or service provided by BA to TGI under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein. The Parties agree that those rates and/or rate structures shall be applied prospectively only.

**BELL ATLANTIC - NEW YORK AND TGI
PRICING SCHEDULE**

I. Call Transport & Termination

Reciprocal Compensation for call termination:			
1a.	Blended Rate for Reciprocal Compensation Traffic delivered to a BA-IP or to a TGI IP	-	\$0.0066/minute of use (mou) ¹ , in accordance with section 5.7.

¹ Reciprocal Compensation for call termination

A. Charges by BA

(a) Reciprocal Compensation Traffic delivered to a BA Tandem by TGI shall be billed according to Section I.1(b) of this Exhibit A.

(b) Reciprocal Compensation Traffic delivered directly to a BA End Office by TGI shall be billed according to Section I.1(b) of this Exhibit A.

B. Charges by TGI**1. Multiple-tiered interconnection structure:**

(a) Reciprocal Compensation Traffic delivered to a TGI Tandem IP shall be billed according to Section I.1(b) of this Exhibit A.

(b) Reciprocal Compensation Traffic delivered to a TGI End Office IP shall be billed according to Section I.1(b) of this Exhibit A.

2. Single-tiered interconnection structure:

TGI's rates for the termination of BA's Reciprocal Compensation Traffic to TGI under the single-tiered interconnection structure shall be recalculated at intervals no more frequent than every six months, beginning six (6) months from the Effective Date (the "Rate Determination Date"), or whenever there is a Commission ruling changing the underlying tariffed rates utilized to calculate the Blended Rate. The TGI rate shall be calculated (using the formula set forth below) based upon the traffic data of the quarter immediately preceding such Rate Determination Date, except for the first six months of

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the Agreement, when such rate shall be the initial Rate as set forth in I.1(a) of this Exhibit A.

The methodology for recalculating the Reciprocal Compensation rate is as follows:

- 4.1.7(A)(1)
- (a) Time of Day Definitions - NYT PSC No. 914 Tariff Section
 - (b) Base Rates – Per Minute of Use Per I.1b of this Exhibit A
 - (c) Formula for determining Reciprocal Compensation:

(%Day Traffic + %Evening Traffic + % Night Traffic = 100% for each Party)

STEP 1: Determine Tandem/End Office percentage:

$$\% \text{ Tandem} = \frac{\text{TGI minutes delivered to BA Tandem}}{\text{Total TGI originated minutes}}$$

$$\% \text{ End Office} = \frac{\text{TGI minutes delivered to BA End Office}}{\text{Total TGI originated minutes}}$$

STEP 2: Determine average rate:

$$\begin{aligned} & \frac{\text{BA-originated Day minutes} * \% \text{ Tandem} * \text{Tandem Day Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Evening minutes} * \% \text{ Tandem} * \text{Tandem Evening Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Night minutes} * \% \text{ Tandem} * \text{Tandem Night Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Day minutes} * \% \text{ End Office} * \text{End Office Day Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Evening minutes} * \% \text{ End Office} * \text{End Office Evening Rate}}{\text{Total BA-originated minutes}} \end{aligned}$$

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1b.	Rate for Reciprocal Compensation Traffic delivered to a BA-IP or to a TGI IP End Office rate ("Meet Point A arrangement") Tandem rate ("Meet Point B arrangement")		Charged in accordance with NYPSC No. 914 Tariff Also charged in accordance with Section 5.7, as appropriate.
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+

BA-originated Night minutes * % End Office * End Office Night Rate
Total BA-originated minutes

= Blended Reciprocal Compensation Rate

C. Miscellaneous Notes

1. The TGI termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for Interconnection to the TGI-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to TGI under the two-tiered Reciprocal Compensation Traffic termination rate structure described above. Under this single-tiered Interconnection structure, the TGI termination rate for Reciprocal Compensation Traffic is also intended to provide financial incentives to TGI to deliver traffic directly to BA's terminating End Offices once TGI's traffic volumes reach an appropriate threshold. The Parties agree that the Reciprocal Compensation rate(s) set forth herein recover a reasonable approximation of each Party's additional costs of terminating calls that originate on the network facilities of the other Party.

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2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 11 interstate and New York PSC No. 918 intrastate access tariffs (charged in conjunction with Reciprocal Compensation Traffic, using PLU and PIU factors specified in Schedule 5.6, as appropriate)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per New York PSC No. 914 tariff, BA FCC No. 11 interstate and New York PSC No 918 intrastate access tariffs

II. Intrastate Physical Collocation

The rates for Intrastate Collocation are based upon the rates set forth in NYPSC No. 914 Tariff, as amended from time to time.

III. Information Services Billing and Collection

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call
- B. Variable-rated Information Services rates:
 - (1) Access to BA IP Switching Platform \$0.03 per minute of use
 - (2) BA IP Rating Service \$0.03 per message

IV. Transit Service

A. Tandem Transit Service

The rate for Transit Service is based upon the rates set forth in NYPSC No. 914 Tariff, as amended from time to time.

B. Dedicated Transit Service

The rates for Dedicated Transit Service are as set forth in NYPSC No. 914 Tariff, section 10.5.3.

V. Service Provider Number Portability Database Service

Service Provider Number Portability Database Service shall be charged at rates set forth in the BA FCC No. 11 Tariff as amended from time to time.

VI. Unbundled Database Access

A. 800/888 Database

Reciprocal Compensation (refer to I above) (charged to originating 800 service provider).

800 Database inquiry: as set forth in the NYPSC No. 916 Tariff, section 5.7.7 (B)

B. LIDB

LIDB Database Query as set forth in the NYPSC No. 916 Tariff, section 5.7.7 (C)

VII. Unbundled Local Loops

Rates for all ULL types are as set forth in BA's NYPSC No. 916 Tariff, Section 5.5.2, as amended from time to time, subject to the provisions of Section 11 of this Agreement.

VIII. Unbundled Network Interface Device

Rates for unbundled network interface device as set forth in BA's NYPSC No. 916 Tariff, section 5.2.3, as amended from time to time, subject to the provisions of Section 11 of this Agreement.

IX. Unbundled IOF

Rates for all unbundled IOF elements are as set forth in BA's NYPSC No. 916 Tariff, section 5.3.4, as amended from time to time, subject to the provisions of Section 11.

X. Unbundled Common Channel Signaling and Call-Related Database Access

Rates for all unbundled Common Channel Signaling and Call-related Database Access are as set forth in BA's NYPSC No. 916 Tariff, section 5.7.7, as amended from time to time, subject to the provisions of Section 11.

XI. Operations Support Systems

A. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in BA's NYPSC No. 916 Tariff, section 5.9.1 as amended from time to time, subject to the provisions of Section 11.

B. Rates for all access to, development, maintenance and use of Operations Support

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Systems, as related to the provision of Resale, are as set forth in BA's NYPSC No. 915 Tariff, as amended from time to time, subject to the provisions of Section 12.

C. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Interconnection, are as set forth in BA's NYPSC No. 914 Tariff, as amended from time to time, subject to the provisions of Section 4.

XII. 911/E911 Interconnection

Rates for interconnection to BA 911 or E911 hub tandem and access to subtending PSAPS are as set forth in BA's NYPSC No. 914, section 10.4.3, as amended from time to time.

XIII. Wholesale Discounts

Wholesale discounts are as set forth in the NYPSC Tariff No. 915, section 9.1.1, as amended from time to time.

Month- to- month discounts:

A. Where TGI purchases BA-provided Operator Services

- (1) Business
- (2) Residence

B. Where TGI does not purchase BA Operator Services

- (1) Business
- (2) Residence

XIV. Directory Assistance and Operator Services

Rates for Directory Assistance and Operator Services are as set forth in BA's NYPSC No. 916 Tariff, section 5.8.8, as amended from time to time. With respect to Directory Assistance Call Completion (DACC), Inward Operator Services, 0+/Mechanized Operator Calls, and 0-/ Operator Handled Calls, these rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges set forth in BA's NYPSC No. 916 Tariff.

A. Directory Assistance

Rates are as set forth in BA's NYPSC No. 916 Tariff, section 5.8.8(A), as amended from time to time.

B. Inward Operator Services

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Rates are as set forth in BA's NYPSC No. 916 Tariff, section 5.8.8(E), as amended from time to time.

C. 0+/Mechanized Operator Calls

Rates are as set forth in BA's NYPSC No. 916 Tariff, section 5.8.8(D), as amended from time to time.

D. 0- Operator Handled Calls

Rates are as set forth in BA's NYPSC No. 916 Tariff, section 5.8.8(C), as amended from time to time.

E. Operator Emergency Bulletin Service

Per 132 LATA bulletin, per year	\$81.18
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F. TOPS Trunk Ports

Rates are as set forth in BA's NYPSC No. 916 Tariff, section 5.8.8(F), as amended from time to time.

G. IOF mileage for Dedicated Trunk

Rates are as set forth in BA's NYPSC No. 916 Tariff, section 5.3.4, as amended from time to time.

XV. Customer Usage Detail Charges:

Rates for Customer Usage Detail are as set forth in BA's NYPSC No. 916 Tariff, section 5.6.1.7(H), as amended from time to time.

XVI. Time and Materials Charges

Rates for Time and Materials are as set forth in BA's NYPSC No. 916 Tariff, as amended from time to time.

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XVII. Unbundled Local Switching

Rates for all unbundled local switching elements are as set forth in BA's NYPSC No. 916 Tariff, section 5.5.2, as amended from time to time, subject to the provisions of Section 11.

XVIII. Unbundled Tandem Switching

Rates for all unbundled tandem switching elements are as set forth in BA's NYPSC No. 916 Tariff, section 5.4.4, as amended from time to time, subject to the provisions of Section 11.

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

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9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

**DIRECTORY ASSISTANCE AND INTRALATA
OPERATOR SERVICES AGREEMENT FOR COMPETITIVE LOCAL
EXCHANGE CARRIERS**

THIS AGREEMENT is made, effective this ____ day of _____ 19____,
by and between **Bell Atlantic – Network Services, Inc.**, (hereinafter referred to as “Bell
Atlantic”), a Delaware corporation, with offices at 1320 North Court House Road,
Arlington, Virginia 22201, and _____, hereinafter referred
to as “Carrier”, a _____ corporation with offices at
_____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the
use of and payment for Directory Assistance (DA) Service and IntraLATA Operator
Service (hereinafter collectively referred to as “Services”) to be provided by Bell Atlantic,
or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for
Carrier’s local exchange Customers in the _____ LATA(s) or exchanges described
in Appendix B, for the service areas in which Bell Atlantic operates as a local exchange
carrier.

1.2 Term The initial term of this Agreement shall be one (1) year and commence as of
12:01 a.m. on the date first written above. At the end of this initial term, or any subsequent
renewal term, this Agreement shall automatically renew for an additional period of one (1)
year unless either party provides written notice to the other of its intent to terminate at least
three (3) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of the provisioning of telephone
number listings by Bell Atlantic operators in response to calls from Carrier’s local exchange
Customers located in the LATA(s) designated in Section 1.1.

b) A maximum of two requests for telephone numbers will be accepted per DA call.
A “DA call” as used in this Agreement shall mean a call answered by or forwarded to Bell
Atlantic, regardless of whether a telephone number is requested, provided, or available.
The listings that will be available to Carrier’s Customers are those telephone numbers that
are listed in Bell Atlantic’s DA records for the LATA(s) or service areas, in which Bell
Atlantic operates as a local exchange carrier, designated in Section 1.1.

2.2 IntraLATA Operator Services (OS) IntraLATA Operator Services consist of the live and automated processing of local and IntraLATA toll call completion operator services specified in Appendix B. These include the processing of collect, card and bill-to-third party calls; busy line verification; Customer requested interrupt; and other assistance to Carrier's local exchange Customers located in the LATA(s) or service areas, in which Bell Atlantic operates as a local exchange carrier, designated in Section 1.1.

2.3 Customized Branding Customized Branding is a service that permits the Carrier to deliver a customized announcement to its callers, identifying the Carrier as the Customer service provider. Carrier shall provide the information and materials needed for the recorded announcement, as specified by Bell Atlantic. Customized Branding may also require that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or Operator Services switch locations.

2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMI records for use in the billing of Carrier's end users for Services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation.

2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C, as well as a fully completed Technical Questionnaire, will be furnished by Carrier within forty-five (45) days following the effective date of this Agreement. Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

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3.2 Test Date Bell Atlantic and Carrier will arrange for joint testing of Service(s) for Carrier's local exchange Customer in the LATA(s) designated in Section 1.1. This Test Date will occur within ninety (90) days after Carrier has provided a complete and accurate Technical Questionnaire to Bell Atlantic, unless mutually agreed otherwise.

3.3 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) are available to all of Carrier's local exchange Customers in the LATA(s) designated in Section 1.1.

3.4 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such equipment and related facilities as may be necessary to perform the Services under this Agreement, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C, and any changes in such information, in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, collocation, and signaling arrangements as required by Bell Atlantic to provide Services to Carrier, including but not limited to, the transportation of DA/OS traffic to the Bell Atlantic designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport and that Carrier obtains from Bell Atlantic to deliver Carrier's calls to and from Bell Atlantic shall be provided pursuant to the applicable tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Directory Assistance and Operator Services Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under such tariffs or other contractual arrangements.

b) Carrier shall specify the number of trunks required for Services. Carrier must

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provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in a designated location.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved the rates under which Bell Atlantic is required to provide Services to competitive local exchange carriers (hereinafter referred to as "CLEC rates"), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carrier.

5.3 Billing Disagreements Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. Billing disputes will be resolved by the method specified in the Interconnection Agreement between Bell Atlantic and Carrier.

5.4 Taxes The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its Customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's Customers.

6. DEFAULTS AND REMEDIES

6.1 Defaults If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.

- 6.2 Carrier Remedies** In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall pay Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.

6.3 Discontinuance by Carrier

- a) If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the sum of twenty-five thousand dollars (\$25,000) per discontinued service for each affected LATA. This will not apply in the event Operator Services or Directory Assistance is already being provided to Carrier in areas designated in Section 1.1.
- b) In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to provide Services, Carrier shall pay Bell Atlantic an amount equal to the average monthly charges for the six-month period immediately preceding the discontinuance multiplied by the number of months remaining in the then-current term. If Services have been provided for a period of less than six months, Carrier shall pay the charges for the month with the highest usage multiplied by the number of months remaining in the then-current term.

6.4 Other Remedies THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless (a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, (b) has been or is subsequently made public by the disclosing party, or (c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential

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information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

7.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as "Proprietary" and/or "Confidential" and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

8.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic's employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

9. GENERAL CONDITIONS

9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party.

9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the State in which the DA/Call Completion service is provided.

9.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule,

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regulation or court order of a duly authorized governmental body.

9.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may either: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

9.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

9.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, or nationally recognized courier service:

For Bell Atlantic:

For Carrier:

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

9.7 Publicity Bell Atlantic and Carrier agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks, unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic provides directory assistance and/or operator services to Carrier

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without such prior review or approval.

9.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.

9.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

9.11 Duplicate Originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

9.12 Entire Agreement The terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

**FOR BELL ATLANTIC -
Network Services, INC.**

Name:

**Title: Vice President – Marketing
Operator Services**

Signature: _____

Date: _____

FOR CARRIER

Name: _____

Title: _____

Signature: _____

Date: _____

APPENDIX A

BELL ATLANTIC - NEW YORK
CARRIER SERVICE SELECTION FORM¹

Please select desired services.

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance (ADAS)	12 months	\$0.302/call	Yes <input type="checkbox"/> No <input type="checkbox"/>
IntraLATA Call Completion Operator Services	12 months	<u>Live</u> \$0.014/ op wk sec. except for: Sent paid: \$0.28 per request Card: \$0.52 per request Collect: \$1.19 per request Bill to 3 rd : \$1.19 per request BLV: \$0.84 per request and \$0.018 per work second BLV/I: \$1.02 per request and \$0.018 per work second <u>Automated</u> Card: \$0.089 per occurrence Collect: \$0.11 per occurrence Bill to 3 rd : \$0.11 per occurrence LIDB: \$0.001411/query	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directory Assistance Branding	recurring fee	\$0.024 per call	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹ All rates set forth herein in this Appendix A shall be interim rates. These interim rates shall be replaced on a prospective basis by such permanent rates as may be approved by the Commission.

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Operator Services Branding	recurring fee	\$0.024 per call	Branding is required for OS

APPENDIX B

INTRALATA OPERATOR SERVICES CALL TYPES

IntraLATA Operator Services may include the following:

- a. Calling Card
 - (i) *Live*: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.
 - (ii) *Automated*: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.
- b. Collect
 - (i) *Live*: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.
 - (ii) *Automated*: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.
- c. Billed To A Third Party
 - (i) *Live*: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.
 - (ii) *Automated*: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.
- d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.
- e. Miscellaneous Call Assistance (Live)
 - (i) 0- Calls: Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.
 - (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a caller who is unwilling to dial directly or is encountering trouble (such as wrong number, poor transmission, or cutoff), and who requests a credit or reconnection.

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(iii) Time and Charges: Bell Atlantic operator provides caller with time and charges at the end of conversation, if requested.

(iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.

f. Busy-Line Verification

Bell Atlantic operator determines if the number specified by the Customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.

g. Customer-Requested Interrupt

At the caller's request, Bell Atlantic operator interrupts conversation in progress on a line that is in use, as verified through Busy-Line Verification.

h. Operator Number Identification (ONI) Requests

Bell Atlantic operator requests the calling telephone number, keys the number into the system for identification, and releases the call for processing.

i. Automated Coin Toll Service (ACTS)

Bell Atlantic will provide automated messages for intraLATA toll calls that originate from coin phones. The messages will prompt callers for the correct change and record the change upon deposit. If a caller fails to deposit the correct amount within the time threshold (set by Bell Atlantic), the call will default to a live operator.

j. Validation Services

Bell Atlantic will launch queries for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The validation costs for queries of LIDB may be separate from the individual call rates. Bell Atlantic will also launch queries for validations to another company's LIDB if that company has a card honoring agreement with Bell Atlantic.

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier, including a completed Technical Questionnaire. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMI records
12. Desired branding announcement (if applicable)
13. Carrier's estimated start date of Services
14. Trunking and translations information