

Victor D. Del Vecchio
Senior Regulatory Counsel



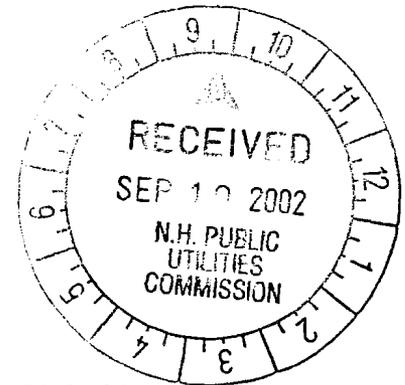
185 Franklin Street
13th Floor
Boston, MA 02110-1585

Phone 617 743-2323
Fax 617 737-0648
victor.delvecchio@verizon.com

VIA OVERNIGHT DELIVERY

September 10, 2002

Ms. Debra A. Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
Eight Old Suncook Road
Concord, NH 03301



Re: Amendment No. 4 to Interconnection Agreement Between Lightship
Telecom, LLC and Verizon New England Inc., d/b/a Verizon New Hampshire

Dear Ms. Howland:

In accordance with Order No. 22,236 dated July 12, 1996, Lightship Telecom, LLC and Verizon New England Inc., d/b/a Verizon New Hampshire, hereby file an original and five copies of Amendment No. 4 dated June 14, 2001, to the Interconnection Agreement between them dated June 14, 2000, effective by operation of law on December 19, 2000, Commission letter dated January 30, 2001, and jointly petition the Commission for approval of that amendment pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e). The amendment states that Internet Traffic shall not be eligible for payment of Reciprocal Compensation under this Agreement. The amendment also provides that the parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68. Should the Commission subsequently request the submission of further information, the parties will timely comply with such request.

Under the Act, a state commission may reject a negotiated interconnection amendment such as this one only if the commission finds that the amendment (or any portion thereof) discriminates against a telecommunications carrier not a party to the amendment, or that the amendment's implementation would not be consistent with the public interest, convenience and

Ms. Debra Howland
September 10, 2002
Page 2

necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their amendment meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated interconnection agreement within 90 days after its submission, it shall be deemed approved.

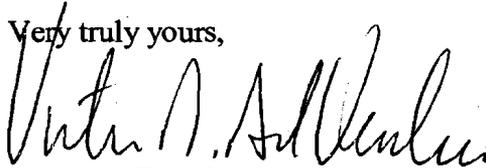
Representing Lightship Telecom is Kevin O'Hare. Please include Mr. O'Hare on all notices and service lists. His address is:

Kevin O'Hare
President and Chief Executive Officer
Lightship Telecom, LLC
1301 Virginia Drive, Suite 120
Fort Washington, PA 19034
Tel (215) 641-0110
Fax (215) 641-4512

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your attention to this matter.

Very truly yours,



Victor D. Del Vecchio

Enclosures

cc: Kevin O'Hare

lightship-nh-rate-plan-a-amend-4-09-10-02

DT 00 199



Gregory M. Kennan
Regulatory Counsel
Verizon New Hampshire

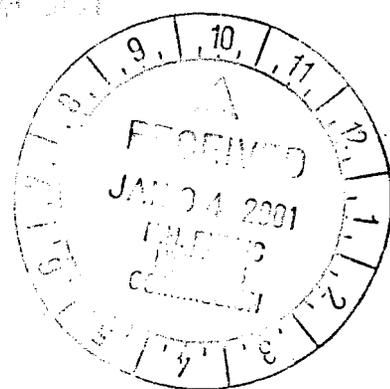
185 Franklin Street, Room 1403
Boston, MA 02110-1585
Phone 617 743-2255
Fax 617 737-0648
gregory.m.kennan@verizon.com

January 4, 2001

Mr. Thomas B. Getz
Executive Director and Secretary
New Hampshire Public Utilities Commission
Eight Old Suncook Road
Concord, NH 03301

NHPUC JAN04 2001

Re: Amendment Nos. 1, 2 and 3 to Interconnection Agreement
Between Lightship Telecom, LLC and Verizon
New England Inc., d/b/a Verizon New Hampshire



Dear Mr. Getz:

In accordance with Order No. 22,236 dated July 12, 1996, Lightship Telecom, LLC and Verizon New England Inc., d/b/a Verizon New Hampshire (formerly New England Telephone and Telegraph Company), hereby file Amendment Nos. 1, 2 and 3 dated August 8, 2000, to the Interconnection Agreement between them dated June 14, 2000, and jointly petition the Commission for approval of these amendments pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e). Amendment No. 1 provides for the deployment of line sharing to the extent required by applicable law. Amendment No. 2 provides for access to 4-wire 56 kbps loops, network interface devices and combinations of network elements in accordance with and to the extent required by applicable law. Amendment No. 3 provides for sub-loops in accordance with and to the extent required by applicable law. Should the Commission subsequently request the submission of further information, the parties will timely comply with such request.

Under the Act, a state commission may reject negotiated interconnection amendments such as these only if the commission finds that the amendments (or any portion thereof) discriminate against a telecommunications carrier not a party to the amendments, or that the amendments' implementation would not be consistent with the public interest, convenience and necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their amendments meet

Mr. Thomas B. Getz
January 4, 2001
Page 2

this statutory standard and therefore request that the Commission approve them. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated interconnection agreement within 90 days after its submission, it shall be deemed approved.

Representing Lightship Telecom is Kevin O'Hare. Please include Mr. O'Hare on all notices and service lists. His address is:

Kevin O'Hare
President and Chief Executive Officer
Lightship Telecom, LLC
1301 Virginia Drive, Suite 120
Fort Washington, PA 19034
Tel (215) 641-0110
Fax (215) 641-4512

Thank you for your attention to this matter.

Very truly yours,



Gregory M. Kennan

cc: Kevin O'Hare

lightshipamend1-2-3-nh-1-4-01

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NEW ENGLAND INC.

d/b/a

VERIZON NEW HAMPSHIRE

and

LIGHTSHIP TELECOM, LLC

This Amendment No. 1 is made this 8th day of August 2000, by and between Verizon New England Inc., d/b/a Verizon New Hampshire ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts, 02110, and Lightship Telecom, LLC a Delaware LLC with offices at 70 West Oakland Avenue, Suite 306, Doylestown, Pennsylvania 18901 ("Lightship"). (Verizon and Lightship may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Lightship are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act, dated June 14, 2000 (the "Interconnection Agreement"); and

WHEREAS, the Parties desire to amend that agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

A) By inserting a new Attachment 1 Section 1.46a as follows:

"1.46a 'Line Sharing' is an arrangement by which Verizon facilitates Lightship's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL

technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to Lightship, solely for Lightship's own use, the frequency range above the voice band on the same copper Loop required by Lightship to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either Lightship's position that line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable or Verizon's position that line sharing can only occur over copper loops or copper sub-loops."

B) By inserting a new Attachment 1 Section 11.2.10 as follows:

"11.2.10 To the extent required by Applicable Law, Verizon shall provide Line Sharing to Lightship for Lightship's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.

11.2.10.1 Verizon shall make Line Sharing available to Lightship at the rates set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission, whether initiated by Lightship or Verizon, in which Lightship is offered an opportunity to serve discovery and cross examine witnesses on the methodology and assumptions supporting Verizon's proposed rates and rate structures, including a tariff investigation, cost proceeding, arbitration or other evidentiary proceeding. If, as a result of any such proceeding, the Commission should approve (or otherwise allow to go into effect) permanent rates and/or rate structures different than those shown in Exhibit A, all such approved or effective permanent rates and/or rate structures shall supercede those shown in Exhibit A. The permanent rates shall be effective retroactively to June 14, 2000. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of that date. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a

Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by Lightship and not covered by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.

11.2.10.2 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. Lightship must utilize the mechanized and manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.

(ii) Lightship shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by Lightship through the Loop prequalification database, and if a positive response is received and followed by receipt of Lightship's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return a FOC within twenty-four (24) hours (weekends and holidays excluded).

(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will be generally be required to obtain Loop qualification results before a FOC can be returned following receipt of Lightship's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

(v) If conditioning is required to make a Loop capable of supporting Line Sharing and Lightship orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.

(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. The provisioning interval for the Line Sharing arrangement initially shall be the standard interval of six (6) business days

applicable to 2W ADSL Loops. No later than December 1, 2000, and quarterly thereafter, the Parties shall meet to discuss whether OSS improvements, greater operational experience, or other factors have been realized that should make it practicable for Verizon to reduce the standard Line Sharing interval. In no event shall the Line Sharing interval applied to Lightship be longer than the interval applied to any affiliate of Verizon.

(vii) Lightship must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the parties or specified in this agreement.

(viii) The Parties recognize that Line Sharing is a new offering by Verizon. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. Lightship will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

11.2.10.3 To the extent required by Applicable Law, Lightship shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, Lightship must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by Lightship for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. Lightship's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.

11.2.10.4 Lightship may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. Lightship is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of the splitter options described below. Lightship is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by Lightship and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter

equipment of any Verizon affiliate. Lightship must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before Lightship submits an order for Line Sharing.

Splitter Option 1: Splitter in CLEC Collocation Area

In this configuration (option "A" in the New York collaborative), the Lightship-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by Lightship in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the CLEC Collocation area. Any rearrangements will be the responsibility of Lightship.

Splitter Option 2: Splitter in Verizon Area

In this configuration (option "C" in the New York collaborative), Verizon inventories and maintains a Lightship-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. At Lightship's option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by Lightship. The splitter is installed (mounted) in a relay rack between the POT Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. Verizon will control the splitter and will direct any required activity. Verizon will perform all POT (Point of Termination) Bay work required in this configuration. Verizon will provide a splitter inventory to Lightship upon completion of the required augment.

(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. Lightship must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply.

(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Lightship must submit the application for Collocation augment, with the application fee, to Verizon. An interval of seventy-six (76) business days shall apply.

11.2.10.5 Lightship will have the following options for testing shared Loops:

11.2.10.5.1 Under Splitter Option 1, Lightship may conduct its own physical tests of the shared Loop from Lightship's collocation area. If it chooses to do so, Lightship may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not

interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Lightship-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional Lightship-provided test head would be installed between the "line" port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.

11.2.10.5.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by Lightship may install a Lightship-provided test head to enable Lightship to conduct remote physical tests of the shared Loop. This optional Lightship-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The Lightship-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Lightship-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Lightship-provided test head, and will direct all required activity.

11.2.10.5.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to Lightship during normal trouble isolation procedures in accordance with reasonable procedures.

11.2.10.5.4 Under either Splitter Option, Verizon will make MLT access available to Lightship via RETAS after the service order has been completed. Lightship will utilize the circuit number to initiate a test. This functionality will be available on July 31, 2000.

11.2.10.5.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Lightship has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Lightship will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Lightship should reasonably have been able to isolate and diagnose through one of the testing options available to Lightship above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

11.2.10.6 Verizon and Lightship each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or advanced service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. Lightship will be responsible for repairing advanced data services it offers over the Line Sharing

arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Lightship will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

11.2.10.6.1 When Verizon provides inside wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the inside wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with Lightship's advanced services. Verizon will not repair any CPE equipment provided by Lightship. Before a trouble ticket is issued to Verizon, Lightship shall validate whether the Verizon Customer is experiencing a trouble that arises from Lightship's advanced service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

11.2.10.6.2 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from Lightship's advanced services equipment, splitter problems, or Lightship's activities, Verizon will:

- a) Notify Lightship and request that Lightship immediately test the trouble on Lightship's advanced service.
- b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and Lightship has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is Lightship's data service.
- c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the Lightship-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Lightship's data service.
- d) Upon notification from Lightship that the malfunction in Lightship's advanced service has been cleared, Verizon will restore Lightship's advanced service by restoring the splitter on the Customer's Loop.
- e) Upon completion of the above steps, Lightship will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning advanced service from the Customer's line if the cause of the voice interruption was Lightship's data service.
- f) Verizon shall not be liable for damages of any kind for temporary disruptions to Lightship's data service that are the result of the above steps taken in good

faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 25.2 shall control in such instances.”

C) By adding the following language immediately after 25.3 of the Interconnection Agreement:

“25.3 Notwithstanding any other provision of this Agreement, with respect to Verizon's provision of Line Sharing to Lightship hereunder, each Party shall release, indemnify, defend and hold harmless the other Party for any Loss suffered, made, instituted, or asserted by the other Party's Customer(s) that arise from disruptions to that Customer's service or from any violation of Applicable Law governing the privacy of the Customer's communications, and that are proximately caused by the grossly negligent or willful acts or omissions of the indemnifying Party in connection with a Line Sharing arrangement.”

D) By revising Exhibit A of the Interconnection Agreement to reflect the additional rates contained in Exhibit A of this Amendment.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

VERIZON - NEW HAMPSHIRE

By: Kenn McAllister

By: Jeffrey A. Masoner

Printed: Kenn McAllister

Printed: Jeffrey A. Masoner

Title: President CEO

Title: Vice-President - Interconnection Services
Policy & Planning

Application of Rate Elements (NH)

Rate Element	\$ Amount	Mo.	NRC	* Option 1	* Option 2 VERIZON installs	* Option 2 CLEC vendor installs
Application Fee - Augment	\$1500		X	Not applicable unless augmenting POT Bay	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	\$2120.96		X	Not applicable unless augmenting POT Bay	(1)	(1)
Splitter Installation Cost	\$1369.60		X	Not applicable	(1)	
POT VERIZON/Splitter Termination, 2 Wire VG	\$.09	X		(2) SACs	(2) SACs	(2) SACs

* Both Option 1 and Option 2 assume there is an existing Collocation Arrangement.

Application of Rate Elements (NH)

Rate Element	\$ Amount	Mo.	NRC	* Option 1	Option 2 VERIZON installs	* Option 2 CLEC vendor installs
SAC Cable & Frame Termination, 2Wire VG	\$.23	X		(2) SACs	(2) SACs	(1)
**Verizon/Splitter Support- Per Shelf	\$3.34	X			(1)	(1)
Maintenance of Splitter Equipment per splitter	\$51.52	X		(1)	(1)	(1)
WideBand Test Access per line	\$2.01	X		(1)	(1)	(1)

** Although this rate assumes that each relay rack contains 14 splitter shelves, the rate applies only to the shelves that CLEC actually uses in a given relay rack.

Application of Rate Elements (NH)

Rate Element	\$ Amount	Mo.	NRC	* Option 1	Option 2 VERIZON installs	* Option 2 CLEC vendor installs
Service Order	\$9.59		X	(1)	(1)	(1)
Expedite	\$14.88					
Central Office Wiring Initial	\$41.53		X	(1)	(1)	(1)
Expedite	\$59.40					
Central Office Wiring Additional	\$20.66		X	(1)	(1)	(1)
Expedite	\$29.55					
Provisioning	\$0.27		X	(1)	(1)	(1)
Expedite	\$0.40					
Field Installation Dispatch	\$121.35		X	(1)	(1)	(1)
Expedite	\$170.92					
Manual Intervention Surcharge	\$28.26		X	(1)	(1)	(1)
Expedite	\$43.86					
TC Not Ready	\$55.14		X	(1)	(1)	(1)
Loop Qualification Data Base per link	\$0.61	X		(1)	(1)	(1)
Manual Loop Qualification	\$58.71		X	(1)	(1)	(1)
Engineering Query	\$120.36		X	(1)	(1)	(1)
Engineering Work Order	\$81.00		X	(1)	(1)	(1)
OSS Charges	\$0.00					
Unbundled Loop	\$0.00	X				
Conditioning charges	Per NY		X			
Trouble Dispatch Misdirects				(1)	(1)	(1)
Dispatch In	\$80.02		X			
Expedite Dispatch In	\$106.22		X			
Dispatch Out	\$129.39		X			
Expedite Dispatch Out	\$174.35		X			

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC.
d/b/a
VERIZON NEW HAMPSHIRE**

and

LIGHTSHIP TELECOM, LLC

This Amendment No. 2 (this "Amendment") is made this 8th day of August 2000 (the "Effective Date") by and between Verizon New England d/b/a Verizon New Hampshire, a New York Corporation ("Verizon"), and Lightship Telecom, LLC, a Delaware LLC ("Lightship"). (Verizon and Lightship may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Lightship are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated June 14, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and combinations of network elements to Lightship in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows

(a) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall allow Lightship to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). "4-Wire 56 kbps Loop" means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Lightship in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall allow Lightship to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). "DS3 Loop" means a two-point channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (MBPS). A DS3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical NETWORK transport systems. Verizon shall provide Lightship with access to a DS3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

(b) NID. (1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(d) of this Amendment and at Lightship's request, Verizon shall permit Lightship to connect a Lightship Loop to the inside wiring of a Customer through the use of a Verizon NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). Lightship may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Lightship NID deployed by Lightship or, if an entrance module is available in the Verizon NID, by connecting a Lightship Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's inside wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and inside wire.

(2) In no case shall Lightship access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

(3) In no case shall Lightship access, remove, disconnect or in any other

way rearrange a Customer's inside wire from Verizon's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall Lightship remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

(5) In no case shall Lightship remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

(6) Maintenance and control of premises inside wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

(7) When Lightship is not connecting a Lightship-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the Verizon NID, Lightship does not need to submit a request to Verizon and Verizon shall not charge Lightship for access to the Verizon NID. In such instances, Lightship shall comply with the provisions of Sections 1(b)(2)-(6) of this Amendment and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Lightship may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., Lightship or Lightship's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the Verizon NID and connect that wire to Lightship's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, Lightship may enter the Customer side of the Verizon NID enclosure for the purpose of removing the inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) Lightship may request Verizon to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Lightship, its agent, the building owner or the Customer). If Lightship accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* Lightship, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Interconnection

Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by applicable law to provide a Combination to Lightship, the terms, conditions and prices for such Combination shall be as provided in Verizon's NYPSC No. 916 Tariff, as amended from time to time. Until any amendment to such tariff filed by Verizon with the Commission that is applicable to Combinations becomes effective, Verizon shall provide Combinations to Lightship in accordance with, and subject to, the terms and provisions of such amendment, as amended from time to time.

(c) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Lightship, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Interconnection Agreement:

(1) The Parties acknowledge that Verizon is not required by Applicable Law to provide to Lightship certain network elements on an unbundled basis or Combinations that include those elements until an FCC order prescribing the network elements that must be provided by Verizon pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an "FCC Remand Order"), becomes effective. Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Lightship on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon'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 related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall not provide Lightship, and Lightship shall not request from Verizon, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path

that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer's serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer's premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Network Interface Device" and "NID" as used in the Interconnection Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier's telecommunications network on the property where a Customer's service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

(g) Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment:

(1) Verizon shall provide access to 4-Wire 56 kbps Loops, DS3 Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the "Rates"). Lightship acknowledges that Verizon is developing the Rates but that Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Lightship in writing of the Rate and thereafter shall bill Lightship, and Lightship shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Amendment.

(2) The Rates for services provided under this Amendment (but not under the Interconnection Agreement unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by Verizon to Lightship in accordance with Section 1(g)(1) of this Amendment that has been approved or allowed to go into effect by the Commission prior to the date on which Verizon provides such Rate to Lightship shall be a permanent rate. If the Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Amendment (but not under the Interconnection Agreement) on the Effective Date and thereafter until the date on which the Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Amendment or anything set forth in the Interconnection Agreement, any Rate or rate and/or rate structure that is part of a Rate provided by Verizon to Lightship in accordance with Section 1(g)(1) of this Amendment and that has been approved or allowed to go into effect by the Commission before Verizon provides such Rate or rate and/or rate structure to Lightship shall not be subject to the true-up obligations of this Section 1(g)(2).

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

VERIZON NEW HAMPSHIRE

By: Kevin McHale

By: Jeffrey A. Masoner

Printed: Kevin McHale

Printed: Jeffrey A. Masoner

Title: President

Title: Vice-President - Interconnection Services
Policy & Planning

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC.
d/b/a
VERIZON NEW HAMPSHIRE**

and

LIGHTSHIP TELECOM, LLC

This Amendment No. 3 (this "Amendment") is made this 8th day of August 2000 (the "Effective Date") by and between Verizon New England d/b/a Verizon New Hampshire, a New York corporation ("Verizon"), and Lightship Telecom, LLC, a Delaware corporation ("Lightship"). (Verizon and Lightship may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Lightship are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated June 14, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective, final and nonappealable laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide Lightship with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Lightship with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) Lightship may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Lightship with access to a drop and NID that, at the time of Lightship's request, Verizon is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

(3) Lightship may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Lightship is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Lightship at such terminal. To obtain access to a Sub-Loop, Lightship shall install a COPIC on an easement or Right of Way obtained by Lightship within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Lightship COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Lightship shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

(4) Lightship may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Lightship, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, Lightship must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Lightship COPIC. To make such a request, Lightship must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Lightship wishes to access the

Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Lightship's demand for access to Sub-Loops at the requested FDI. Lightship must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Lightship must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Lightship a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) Lightship shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Lightship's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Lightship breaches its payment obligation under this Section 1(a)(7). Upon Verizon's completion of the work that Verizon must perform to provide Lightship with access to a Sub-Loop, Verizon shall bill Lightship, and Lightship shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After Verizon has completed the installation of the interconnecting cable to a Lightship COPIC and Lightship has paid the full cost of such installation, Lightship can request the cross connection of Verizon Sub-Loops to the Lightship COPIC. At the same time, Lightship shall advise Verizon of the services that Lightship plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Lightship shall run any crosswires within the COPIC.

(9) If Lightship requests that Verizon reactivate an unused drop and NID, then Lightship shall provide dial tone (or its DSL equivalent) on the Lightship side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the Lightship dial tone or equivalent from the COPIC. If Lightship requests that Verizon install a new drop and NID, then Lightship shall provide dial tone (or its DSL equivalent) on the Lightship side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities

being reused at the Verizon FDI and shall install a new drop and NID. If Lightship requests that Verizon provide Lightship with access to a Sub-Loop that, at the time of Lightship's request, Verizon is using to provide service to a Customer, then, after Lightship has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Lightship shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the Lightship's long-term number portability request.

(10) Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) Verizon shall provide Lightship with access to a Sub-Loop in accordance with negotiated intervals.

(12) Verizon shall repair and maintain a Sub-Loop at the request of Lightship and subject to the time and material rates set forth in Exhibit A. Lightship accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) Lightship reports to Verizon a Customer trouble, (b) Lightship requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Lightship shall pay Verizon 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 Lightship is not available at the appointed time. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide to Lightship access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber

optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Lightship central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Lightship submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Lightship with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) Lightship may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Lightship may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Lightship may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Lightship's request, Verizon will connect a Dark Fiber Loop to a Lightship collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Lightship collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon Lightship's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to Lightship collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a Lightship central office to a Lightship collocation arrangement in the Verizon central office and to the fiber distribution frame in the Lightship central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a Lightship collocation arrangement and to the fiber distribution frame in a Lightship central office by installing appropriate cross connections.

Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide Lightship with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for Lightship, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for

maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Amendment shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Lightship order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Lightship shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, Verizon shall notify Lightship and provide Lightship with an estimate of the mileage of those facilities. Lightship cannot order access to spare facilities until Verizon has notified Lightship that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when Lightship submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified Lightship are available, Lightship assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Lightship the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Lightship subject to the agreement of Lightship, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Lightship acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to Lightship subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Lightship central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and Lightship submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Lightship assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Lightship submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Lightship assumes all risk that the pair will not be compatible with Lightship's equipment, including, but not limited to, order cancellation charges.

(6) Lightship shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the

requirements of Lightship; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Lightship's collocation arrangements with any proper cross connects or other equipment that Lightship needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) Lightship acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Lightship has obtained access to such dark fiber, and Lightship assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) Verizon shall provide Lightship with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Lightship has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Lightship's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Lightship for such dark fiber.

(10) Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Lightship and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Lightship over such dark fiber, any equipment of Lightship or anything other than the physical integrity of such dark fiber. Lightship shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Lightship

acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. Lightship accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Lightship reports to Verizon a Customer trouble, (b) Lightship requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then Lightship shall pay Verizon 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 Lightship is not available at the appointed time. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(c) House and Riser.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, Verizon shall provide to Lightship access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(c) and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Lightship. Lightship may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Lightship with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(2) Lightship must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) Lightship shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect

distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, Lightship shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) Lightship's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Lightship's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) Lightship shall identify its terminal block and equipment as a Lightship facility.

(3) To provide Lightship with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for Lightship, (c) secure space for Lightship in any building, (d) secure access to any portion of a building for Lightship or (e) reserve space in any building for Lightship.

(4) Lightship must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to Lightship service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Lightship's termination block, and Verizon shall determine how to perform such installation. Lightship shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Lightship in accordance with Lightship's order for such services.

(5) If a Lightship compatible connecting block or spare termination on Lightship's connection block is not available at the time of installation, Verizon shall bill Lightship, and Lightship shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in Exhibit A.

(6) Verizon shall perform all installation work on Verizon equipment. All Lightship equipment connected to a House and Riser Cable shall comply with applicable industry standards.

(7) Verizon shall repair and maintain a House and Riser Cable at the request of Lightship and subject to the time and material rates set forth in Exhibit A. Lightship shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a)

Lightship reports to Verizon a Customer trouble, (b) Lightship requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Lightship shall pay Verizon 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 Lightship is not available at the appointed time. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon. If as the result of Lightship instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Lightship by Verizon.

(8) Verizon shall advise Lightship, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit A, whether or not Verizon owns House and Riser Cable at a specified address. Verizon shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. Verizon shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall allow Lightship to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Interconnection Agreement, Verizon shall allow Lightship to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Lightship on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon'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 related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Lightship, 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, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Lightship, 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, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the 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, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Lightship, and Lightship shall not request from Verizon, access to a proprietary advanced intelligent network service.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) Verizon shall provide access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). Lightship acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Lightship in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill Lightship, and Lightship shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Amendment. Any notice provided by Verizon to Lightship pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Lightship and thereafter.

(2) The Parties shall cooperate to true up amounts billed by Verizon to Lightship and paid by Lightship to Verizon based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Rhode Island Public Utilities

Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

VERIZON NEW HAMPSHIRE

By: Kevin McHale

By: Jeffrey A. Masoner

Printed: Kevin McHale

Printed: Jeffrey A. Masoner

Title: President CEO

Title: Vice-President - Interconnection Services
Policy & Planning

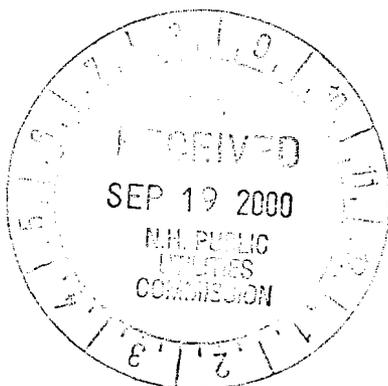
Exhibit A

To be completed in accordance with Section 1(f)(1) of this Amendment.

Gregory M. Kennan
Regulatory Counsel

DT 00-199


185 Franklin Street, Room 1403
Boston, MA 02110-1585
Phone 617 743-2255
Fax 617 737-0648
gregory.m.kennan@verizon.com



September 18, 2000

Mr. Thomas B. Getz
Executive Director and Secretary
New Hampshire Public Utilities Commission
Eight Old Suncook Road
Concord, NH 03301

Re: Interconnection Agreement Between Lightship Telecom, LLC
and Verizon New England Inc., d/b/a Verizon New Hampshire

Dear Mr. Getz:

In accordance with Order No. 22,236 dated July 12, 1996, Lightship Telecom, LLC and Verizon New England Inc., d/b/a Verizon New Hampshire (formerly New England Telephone and Telegraph Company), hereby file an interconnection agreement between them dated June 14, 2000, and jointly petition the Commission for approval of that agreement pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e). Subject to the limited exceptions noted in the text, the instant agreement incorporates by reference an interconnection agreement with Global NAPs, Inc., which the Commission approved in Docket DE 98-220. Should the Commission subsequently request the submission of further information, the parties will timely comply with such request.

Under the Act, a state commission may reject a negotiated agreement such as this one only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or that the agreement's implementation would not be consistent with the public interest, convenience and necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their agreement meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated agreement within 90 days after its submission, it shall be deemed approved.

Mr. Thomas B. Getz
September 18, 2000
Page 2

Representing Lightship Telecom is Kevin O'Hare. Please include Mr. O'Hare on all notices and service lists. His address is:

Kevin O'Hare
President and Chief Executive Officer
Lightship Telecom, LLC
1301 Virginia Drive, Suite 120
Fort Washington, PA 19034
Tel (215) 641-0110
Fax (215) 641-4512

Thank you for your attention to this matter.

Very truly yours,



Gregory M. Kennan

cc: Kevin O'Hare

lightship-iw-9-18-00

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

Dated as of June 14, 2000

by and between

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
d/b/a
BELL ATLANTIC – NEW HAMPSHIRE**

and

LIGHTSHIP TELECOM, LLC

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

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 14th day of June, 2000 (the "Effective Date"), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire ("BA"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Lightship Telecom, LLC ("Lightship"), a Delaware corporation with offices at 70 West Oakland Avenue, Suite 306, Doylestown, Pennsylvania 18901 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, Lightship has requested, pursuant to Section 252(i) of the Act, that BA make available to Lightship Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between Global NAPs, Inc. and BA, dated as of September 1, 1998, for New Hampshire, approved by the New Hampshire Public Utilities Commission under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

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

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

1.0 Incorporation of Separate Agreement and Appendix 2 by Reference

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

1.2 References in the Separate Agreement to Global NAPs, Inc. or to GNAPS shall for purposes of this Agreement be deemed to refer to Lightship.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is September 1, 2001) or (b) the Separate Agreement is otherwise terminated or expires.

1.4 All references in the Separate Agreement to "800/888" shall be deleted in their entirety and replaced with the following: "800/888/877".

1.5 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 of the Separate Agreement shall be sent to the following address on behalf of Lightship:

Lightship Telecom, LLC
Kevin O'Hare
1301 Virginia Drive, Suite 120
Fort Washington, PA 19034

1.6 All certificates or other proof of insurance to be sent to BA under Section 21.0 of the Separate Agreement shall be sent to the following address:

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

1.7 All notices, affidavits, exemption-certificates or other communications to Lightship under Section 29.6 of the Separate Agreement shall be sent to the following address:

Lightship Telecom, LLC
Kevin O'Hare
70 West Oakland Avenue, Suite 306
Doylestown, Pennsylvania 18901

1.8 All notices, affidavits, exemption-certificates or other communications to BA under Section 29.6 of the Separate Agreement shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036
Telephone: (212) 395-1280
Facsimile: (212) 597-2915

1.9 Notices to Lightship under Section 29.10 of the Separate Agreement shall be sent to the following address:

Lightship Telecom, LLC
Kevin O'Hare
70 West Oakland Avenue, Suite 306

Doylestown, Pennsylvania 18901

1.10 Notices to BA under Section 29.10 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic Wholesale Markets
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with a copy to:

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

with a copy to:

Bell Atlantic – New Hampshire
Attn: General Counsel
14th Floor
185 Franklin Street
Boston, Massachusetts

1.11 Schedule 4.0 set forth at Appendix 2 hereto shall replace and supersede in their entirety Schedule 4.0 of the Separate Agreement.

2.0 Clarifications

2.1 BA has advised Lightship that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to traffic that is transmitted to or returned from the Internet at any point during the duration of its transmission ("Internet Traffic") (herein the "Disputed Issue"). Lightship believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet Traffic but acknowledges that the Parties disagree as to the meaning of the Separate Agreement with respect to the Disputed Issue, and that BA's execution and delivery of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or Lightship's interpretation thereof) is lawful or reasonable, or a release or waiver

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

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to Lightship hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Lightship.

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide combinations and any services related to its provision of combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

2.4 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Lightship has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the State of New Hampshire as a local exchange carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

BELL ATLANTIC – NEW HAMPSHIRE

By: Kevin M. O'Hare

By: Jeffrey A. Masoner

Printed: Kevin M O'Hare

Printed: Jeffrey A. Masoner

Title: President + CEO

Title: Vice-President - Interconnection Services Policy & Planning

APPENDIX 1

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

Dated as of September 1, 1998

by and between

BELL ATLANTIC - NEW HAMPSHIRE

and

GLOBAL NAPS, Inc.

TABLE OF CONTENTS

Section	Page
1.0 DEFINITIONS	2
2.0 INTERPRETATION AND CONSTRUCTION	13
3.0 SCOPE	13
4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)	14
4.1 Scope	14
4.2 Physical Architecture	16
4.3 Technical Specifications	17
4.4 Interconnection in Additional LATAs	18
4.5 Frame Relay Interconnection	19
5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	19
5.1 Scope of Traffic	19
5.2 Switching System Hierarchy	19
5.3 Trunk Group Architecture and Traffic Routing	20
5.4 Signaling	20
5.5 Grades of Service	20
5.6 Measurement and Billing	20
5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)	21
6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)	23
6.1 Scope of Traffic	23
6.2 Trunk Group Architecture and Traffic Routing	23
6.3 Meet-Point Billing Arrangements	23
6.4 800/888 Traffic	27
7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC	28
7.1 Information Services Traffic	28
7.2 Tandem Transit Service	29
7.3 911/E911 Arrangements	30
7.4 Frame Relay Service Traffic	32
8.0 NUMBER RESOURCES, RATE CENTERS, AND RATING POINTS	33
9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES	35
9.1 Cooperation	35
9.2 Responsibility for Following Standards	35

9.3	Interference or Impairment	35
9.4	Repeated or Willful Noncompliance	35
9.5	Outage Repair Standard	36
9.6	Notice of Changes - Section 251(c)(5)	36
9.7	Fraud	36
10.0	JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS, INSTALLATION, MAINTENANCE, TESTING & REPAIR	37
10.1	Joint Network Configuration and Grooming Process	37
10.2	Installation, Maintenance, Testing and Repair	37
10.3	Network Reliability Council	37
10.4	Forecasting Requirements for Trunk Provisioning	38
10.5	Demand Management Forecasts	39
11.0	UNBUNDLED ACCESS -- SECTION 251(c)(3)	40
11.1	Available Network Elements	40
11.2	Unbundled Local Loop ("ULL") Types	40
11.3	Unbundled Switching Elements	42
11.4	Unbundled Inter Office Facilities	42
11.5	Operations Support Systems	42
11.6	Limitations on Unbundled Access	42
11.7	Availability of Other Network Elements on an Unbundled Basis	43
11.8	Provisioning of Unbundled Local Loops	43
11.9	Maintenance of Unbundled Network Elements	44
11.10	Other Terms and Conditions Including Rates and Charges	45
12.0	RESALE -- SECTIONS 251(c)(4) and 251(b)(2)	46
12.1	Availability of Wholesale Rates for Resale	46
12.2	Availability of Retail Rates for Resale	46
12.3	Additional Terms Governing Resale and Use of BA Services	46
13.0	COLLOCATION -- SECTION 251(c)(6)	48
13.6	Dedicated Transit Service	48
14.0	NUMBER PORTABILITY -- SECTION 251(b)(2)	50
14.1	Scope	50
14.2	Procedures for Providing INP Through Remote Call Forwarding	51
14.3	Procedures for Providing INP Through Route Indexing	52
14.4	Procedures for Providing INP Through Full NXX Code Migration	52
14.5	Other Interim Number Portability Options	52
14.6	Receipt of Terminating Compensation on Traffic to INP'ed Numbers	52
14.7	Recovery of INP Costs Pursuant to FCC Order and Rulemaking	53
15.0	DIALING PARITY -- SECTION 251(b)(3)	54

16.0	ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)	54
17.0	DATABASES AND SIGNALING	54
18.0	COORDINATED SERVICES ARRANGEMENTS	56
18.1	Intercept and Referral Announcements	56
18.2	Coordinated Repair Calls	56
18.3	Customer Authorization	56
19.0	DIRECTORY SERVICES ARRANGEMENTS	58
19.1	Directory Listings and Directory Distributions	58
19.2	Directory Assistance and Operator Services	59
19.3	Directory Assistance Call Completion	60
19.4	Directory Assistance Credits	61
19.5	Direct Access to Directory Assistance	61
19.6	Inward Operator Services	61
19.7	Operator Services	62
19.8	0+ Mechanized Operator Calls (Calling Card, Collect, Bill to Third Number)	63
19.9	0- Operator Handled Calls (Calling Card, Collect, Bill to Third Number)	63
19.10	Operator Emergency Bulletin Service	64
19.11	Operator Passthrough Service	64
20.0	COORDINATION WITH TARIFF TERMS	65
21.0	INSURANCE	66
22.0	TERM AND TERMINATION	67
23.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	67
24.0	CANCELLATION CHARGES	68
25.0	INDEMNIFICATION	68
26.0	LIMITATION OF LIABILITY.	70
27.0	PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES	71
27.1	Performance Standards	71
27.2	Performance Reporting	71
28.0	COMPLIANCE WITH LAWS; REGULATORY APPROVAL	72
29.0	MISCELLANEOUS	73
29.1	Authorization	73

29.2	Independent Contractor	73
29.3	Force Majeure	73
29.4	Confidentiality	74
29.5	Choice of Law	75
29.6	Taxes	75
29.7	Assignment	75
29.8	Billing and Payment; Disputed Amounts	75
29.9	Dispute Resolution	77
29.10	Notices	77
29.11	Section 252(i) Obligations	78
29.12	Joint Work Product	78
29.13	No Third Party Beneficiaries; Disclaimer of Agency	78
29.14	No License	79
29.15	Technology Upgrades	79
29.16	Survival	80
29.17	Entire Agreement	80
29.18	Counterparts	80
29.19	Modification, Amendment, Supplement, or Waiver	80
29.20	Successors and Assigns	80
29.21	Publicity and Use of Trademarks or Service Marks	80
29.22	Restructured/New Rates	80
29.23	Integrity of BELL ATLANTIC Network	81

LIST OF SCHEDULES AND EXHIBITS

Schedules

- Schedule 1.0 Certain Terms As Defined in the Act, As of July 23, 1998
- Schedule 4.0 Network Interconnection Schedule

Exhibits

- Exhibit A Bell Atlantic - New Hampshire and GNAPS Pricing Schedule
- Exhibit B Network Element Bona Fide Request

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 1st day of September, 1998 (the "Effective Date"), by and between New England Telephone and Telegraph Company d/b/a BA - New Hampshire ("BA" or "NET"), a New York corporation with offices at 185 Franklin Street, Boston, Mass. 02110, and Global NAPS, Inc. ("GNAPS"), a Delaware corporation with offices at 10 Merrymount Road, Quincy, MA 02169.

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

WHEREAS, Sections 251, 252, and 271 of the Telecommunications Act of 1996 have specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "Checklist", and the Parties intend that the terms of this Agreement will be consistent with those Checklist requirements.

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, GNAPS and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and GNAPS (individually, a "Party" and collectively, the "Parties") will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within each LATA in which they both operate within New Hampshire. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the New Hampshire Public Utilities Commission, and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any terms of this Agreement be modified or eliminated, unless mutually agreed to by the Parties.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.) as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" is a digital loop transmission technology which permits the transmission of up to 6 Mbps downstream (from the CO to the end-user customer) and up to 640 kbps digital signal upstream (from the end-user customer to the CO).

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all the Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto

1.5 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing between the Parties.

1.6 "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: BLV/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 arrangements between the Parties.

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

1.8 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.9 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.10 "Automatic Number Identification" or "ANI" means a Feature Group D signaling

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

1.11 "Bona Fide Request" or "BFR" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a BFR Item (as defined in Exhibit B) not otherwise provided by the terms of this Agreement.

1.12 "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.

1.13 "Busy Line Verification Interrupt" or "BLVI" means a service that may be requested and provided when Busy Line Verification 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.

1.14 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling Party.

1.15 "Central Office Switch" means a LEC local switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks. A Central Office Switch may be employed as a combination End Office/Tandem Office Switch.

(a) "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; and

(b) "Tandem Office 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.

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

1.17 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any location for which Collocation has been

ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation", the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC or the Commission.

1.18 "Commission" or "PUC" means the New Hampshire Public Utilities Commission.

1.19 "Common Channel Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

1.20 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's service territory in New Hampshire. GNAPS is or will shortly become a CLEC.

1.20a "Conversation Seconds" means the measurement of seconds beginning when either answer supervision or an off hook supervisory signal is received from the terminating end user's end office and ending when either disconnect supervision or an on hook supervisory signal is received from the terminating end user's end office, indicating the called party has disconnected.

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

1.22 "Customer" means a third-Party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.23 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.24 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to select a provider and make local calls without dialing extra digits. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (inter or IntraLATA) which are routed to a toll carrier (IntraLATA or InterLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

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

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

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

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

1.29 "Exchange Access" is As Defined in the Act.

1.29a "Exchange Access Frame Relay Service" is a Frame Relay Service that provides interconnection for the purpose of interstate or intrastate Exchange Access.

1.30 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

1.31 "FCC" means the Federal Communications Commission.

1.32 "FCC Regulations" means Title 47 of the Code of Federal Regulations.

1.33 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.33a "Frame Relay Service" is a connection-oriented packet-switched data communications service that allows for the interconnection of Local Area Networks (LANs) or other compatible customer equipment for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over joint interconnection facilities utilizing a switch dedicated to high-speed data services.

1.33b "Frame Relay Trunks" are special access digital transmission facilities connecting the Parties' respective Frame Relay Service IPs and used for the provision of Frame Relay Service.

1.34 HDSL is a digital loop transmission technology which permits the transmission of up to 768 kbps simultaneously in both directions on a single non-loaded, twisted copper pair or

up to 1544 kbps simultaneously in both directions on two non-loaded, twisted copper pairs.

1.35 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, BA is an Incumbent Local Exchange Carrier.

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

1.37 "Information Services" is As Defined in the Act.

1.38 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's switched voice information services platform (i.e., 976, 550, 540, 970, 940).

1.39 "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.

1.40 "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.

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

1.42 "Interconnection" is As Described in the Act and refers to the connection of separate pieces of equipment or transmission facilities within, between, or among networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.43 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.44 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.45 "InterLATA Service" is As Defined in the Act.

1.46 "IntraLATA Toll Traffic" means those intraLATA calls that are not defined as

Local Traffic in this Agreement.

1.47 "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 basic rate ISDN service.

1.48 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.49 "Local Exchange Carrier" or "LEC" is As Defined in the Act. The Parties to this Agreement are or will shortly become Local Exchange Carriers.

1.50 "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, or, if the Commission has defined local calling areas applicable to all LEC's, then as so defined by the Commission.

1.51 "Main Distribution Frame" or "MDF" means the ultimate point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

1.52 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

1.52a "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.53 "Network Element" is As Defined in the Act.

1.54 "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.

1.54a "Network-to-Network Interface (NNI)" specifies how a Frame Relay Switch sends and receives data from another Frame Relay network. The NNI Port Connection provides connection of a Frame Relay Trunk, including 56 and 64 kbps DDS, 1.536 Mbps/DS1, 45 Mbps/DS3 and CIS Cross Connects, to Bell Atlantic's XA-FRS Network.

1.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, 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.

1.56 "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.

1.57 "Number Portability" or "NP" is As Defined in the Act.

1.58 "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).

1.59 "Party" means either BA or GNAPS and "Parties" means BA and GNAPS.

1.60 "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide Number Portability for all customers and service providers.

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

1.62 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated Interconnection.

1.63 "Rate Center" or "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 which has been 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. A "Rate Center Point" is the finite geographic point identified by a specific V&H coordinate (as defined in Bellcore Special Report SR-TSV-002275), located within the Rate Center Area and used by that LEC to measure distance for the purpose of billing Customers for distance sensitive Telephone Exchange Services and Toll Traffic. Rate Centers will be identical for each Party until such time as GNAPS is permitted by an appropriate regulatory body to create its own Rate Centers within an area. When the appropriate regulatory body approves a different rate center and GNAPS creates said rate center, BA will recognize said rate centers.

1.64 "Rate Demarcation Point" means the point where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins, determined in accordance with FCC rules and BA standard operating practices.

1.65 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for the distance-sensitive transport charges of switched access services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, each "LEC Consortium Point of Interconnection" 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 must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating 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.

1.66 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network.

1.67 "Reciprocal Compensation Call" or "Reciprocal Compensation Traffic" means a Telephone Exchange Service Call completed between the Parties, which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and prevailing Commission or FCC rules that may exist.

1.68 "Route Indexing" means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of BA and GNAPS over which inbound traffic to a ported number will be routed.

1.69 "Service Control Point" or "SCP" means a 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 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.

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

1.71 "Single Bill/Multiple Tariff" shall mean that one bill is rendered to the IXC from all LECs who are jointly providing access service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one billing account number using each Party's appropriate access tariffs. The bill could be rendered by or on behalf of, either of the Parties.

1.72 "Strapping" means the act of installing a permanent connection between a point of termination bay and a collocated interconnector's physical Collocation node.

1.73 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-100.

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

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

1.76 "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 customer(s).

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

1.78 "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.

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

1.80 "Telecommunications" is As Defined in the Act.

1.81 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.82 "Telecommunications Carrier" is As Defined in the Act.

1.83 "Telecommunications Service" is As Defined in the Act.

1.84 "Telephone Exchange Service" sometimes also referred to as "Exchange Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other

stations on the public switched telecommunications network.

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

1.86 "Telephone Toll Service" (or "Toll Traffic"), is As Defined in the Act and means traffic that is originated by a Customer of one 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.

1.87 "Transit Traffic" means any traffic that originates from or terminates at GNAPS's network, "transits" BA's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Service" provides GNAPS with the ability to use its connection to a BA Tandem for the delivery of calls which originate or terminate with GNAPS and terminate or originate from a carrier other than BA, such as another CLEC, a LEC other than BA, or a wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of BA. This service is provided through BA's Tandems and applies only where the terminating End Office of the third carrier subtends the BA Tandem. "Transit Traffic" and "Transit Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.88 "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.

1.89 "Unbundled Local Loop" or "ULL" or "Loop" means a transmission path that extends from the 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 a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.90 "Undefined Terms" means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement, except that any undefined term herein shall be interpreted in accordance with the definition or its use in the FCC Interconnection Order and the FCC Further Interconnection Order.

1.91 "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.

1.92 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as Routing Point for Switched Exchange Access Service.

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, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 20 regarding rates and charges, each Party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. 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 shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

This Agreement sets forth the terms and conditions under which GNAPS can obtain access to Unbundled Network Elements, Resale and Interconnection from BA, consistent with the rights and obligations set forth in the Act, in order for GNAPS to provide Telecommunication Services to its own customers. GNAPS warrants and represents that it is a Telecommunications Carrier ("TC") under the Act. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

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

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Frame Relay Service traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement, Interconnection of the Parties facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic, Frame Relay Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA within the State of New Hampshire on Schedule 4.0. Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect additional or changed Interconnection Points in New Hampshire pursuant to subsection 4.4 by attaching one or more supplementary addenda to such Schedule.

4.1 Scope of Traffic

4.1.1 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, Transit Traffic, translated LEC IntraLATA 800/888 traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA 800/888 traffic, between GNAPS 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 below;

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

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

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

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19.0 below;

Operator Services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19.0 below;

Choke Trunks for traffic congestion and testing; and

Others as may be requested and agreed to by the Parties.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provides for Interconnection to each other's networks at any technically feasible point ("POI"). For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place, in the case of BA, at a terminating End Office, a Tandem, and/or other points as specified herein, and, in the case of GNAPS, at a Central Office and/or other points as specified herein, and, in the case of both Parties, any mutually agreed-upon Mid-Span Fiber Meet arrangement as provided in Section 4.3 below.

4.1.3 The Parties shall establish interconnection points (collectively, the "Interconnection Points" or "IPs") at the available locations designated in Schedule 4.0. The IPs on the GNAPS network at which GNAPS will provide transport and termination of traffic shall be designated as the GNAPS Interconnection Points ("GNAPS-IPs"); the IPs on the BA network from which BA will provide transport and termination via its network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office serving the BA Customer or BA Tandem subtended by the terminating End Office. In the event either Party establishes additional Central Office switches or other IPs in a LATA after the Effective Date, such Party shall provide notice of said Central Office switches or IPs to the other Party in accordance with the time periods set forth in Section 4.4 below.

4.1.4 In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP on its network to the other Party, the other Party may, at any time, request that the first Party establish such additional technically feasible IP(s). Such requests shall be made as part of the Joint Grooming Process established pursuant to subsection 10.1; provided, however, that the Parties shall commence negotiations to determine the technically feasible and geographically relevant location(s) of the additional IP(s) as soon as reasonable practicable following a Party's request therefor. If, after sixty (60) days following said request, the Parties have been unable to reach agreement on the additional Interconnection Point, then either Party may file a complaint with the Commission to resolve such impasse or pursue with any other remedy available under law or equity. A "geographically relevant" IP shall mean either (i) the single IP serving that NXX or (ii) an IP established by GNAPS within the Rate Center Area of the designated NXX(s) for delivery of such traffic by BA.

4.1.5 In recognition of the large number and variety of BA-IPs available for use by GNAPS, GNAPS'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 GNAPS-IPs available to BA to select from for similar purposes, GNAPS shall charge BA no more than BA's Tariffed non-distance sensitive Entrance Facility charge for the transport of traffic from a BA-IP to a GNAPS-IP in any given LATA. The Parties may by mutual agreement establish additional Interconnection Points at any technically feasible points consistent with the Act.

4.1.6 The Parties shall configure separate trunk groups (as described in subsection 4.1.1 above) for traffic from GNAPS to BA, and for traffic from BA to GNAPS, respectively; however, either party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, the Parties agree to consider as part of the Joint Process the feasibility of combining any of the separate trunk groups into a single two-way trunk group.

4.2 Physical Architecture

4.2.1 In each LATA identified in Schedule 4.0, the Parties shall utilize the GNAPS-IP(s) and BA-IP(s) designated in such Schedule as the points from which each Party will provide the transport and termination of traffic.

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

- (a) a Physical or Virtual Collocation facility GNAPS established at the BA-IP; and/or
- (b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom GNAPS has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing) as specified in the Pricing Schedule, where such facility extends to the BA-IP from a mutually agreed to point on GNAPS's network.

4.2.3 GNAPS 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. BA shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 GNAPS may order from BA 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.

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

- (a) upon reasonable notice to GNAPS, a Physical or Virtual Collocation facility BA established at the GNAPS-IP;
- (b) a Physical or Virtual Collocation facility established separately at the GNAPS-IP by a third party with whom BA has contracted for such purposes; and/or

(c) an Entrance Facility (and any necessary multiplexing) leased from GNAPS as specified in the Pricing Schedule, where such facility extends to the GNAPS-IP from a BA-IP in the LATA.

4.2.6 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at an GNAPS-IP pursuant to Section 13. GNAPS shall provide the transport and termination of the traffic beyond the GNAPS-IP.

4.2.7 BA may order from GNAPS 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 BA Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this subsection 4.2, 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 below 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 Traffic.

4.2.9 GNAPS and BA shall work cooperatively to install and maintain a reliable network. GNAPS and BA shall exchange appropriate information (e.g. maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.2.10 GNAPS and BA shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.2.11 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 related to interfaces.

4.3 Alternative Interconnection Arrangements

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Fiber Meet arrangement in accordance with the terms of this subsection 4.3, or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement that utilizes both wireless and wireline facilities, GNAPS agrees to bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement up to and including the optical to electrical multiplexer necessary to effect a fiber hand-off to BA.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on appropriate sizing and 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 deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.3.3 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 utilization for other traffic types and unless and until the parties have agreed 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. Any agreement to access unbundled Network Elements via a Mid-Span Fiber Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Fiber Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Fiber Meet arrangement for access to such Elements, shall be limited to that which is required by Applicable Laws, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.3.4 In consideration of advancing technology, the Parties agree to consider additional interconnection methods at such time as either Party may request.

4.4 Interconnection in Additional LATAs

4.4.1 If GNAPS determines to offer Telephone Exchange Services in any LATA not listed in Schedule 4.0 in which BA also offers Telephone Exchange Services, GNAPS shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in subsection 4.4.1 shall include (i) the initial Rating Point GNAPS has designated in the new LATA; (ii) GNAPS' requested Interconnection Activation Date ; and (iii) a non-binding forecast conforming to subsection 10.3 of GNAPS's trunking requirements.

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) GNAPS has identified as its initial Rating Point(s) in the LATA as the GNAPS-IP(s) in that LATA and shall designate the BA Tandem Offices within the LATA 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 GNAPS-IP, the GNAPS-IP shall be no further than a non-distance sensitive Entrance Facility away from the BA-IP.

4.4.4 The Parties shall agree upon an addendum to Schedule 4.0 to reflect the schedule applicable to each new LATA requested by GNAPS; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) 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 GNAPS's notice, BA and GNAPS shall confirm the BA-IP(s), the GNAPS-IP and the Interconnection Activation Date for the new LATA by attaching an addendum to Schedule 4.0.

4.5 Frame Relay Interconnection

4.5.1 Where Frame Relay Service traffic is to be exchanged, the Parties shall establish separate Frame Relay Interconnection Point by mutual agreement.

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

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-1 level unless otherwise agreed to by the Parties. Higher speed connections shall be made, when and where available, in accordance with the Joint Grooming Process prescribed in Section 10, or as may be agreed to by the Parties.

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 In the event the traffic volumes between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the Parties may, at their option, 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 Plan.

5.2.4 It is expected that both Parties will make all good faith efforts to monitor their trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. The Parties agree to use modular trunk

engineering techniques where practical.

5.3 Additional Switching System Hierarchy and Trunking Requirements

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

5.4 Signaling

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 below.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming 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 each call carried over the Traffic Exchange Trunks at such time as the originating switch is equipped for SS7. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, 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.

5.6.2 If, under the circumstances set forth in subsection 5.6.1, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Tandem Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Tandem Transit Traffic rates, or Interstate Exchange Access 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.

5.6.3 If the originating Party does not pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, it will supply an auditable Percent Local Use ("PLU") report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same trunk group, it will supply an auditable Percent Interstate Use ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period.

5.6.4 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.

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

Reciprocal Compensation arrangements address the transport and termination of Reciprocal Compensation Traffic. BA's delivery of Traffic to GNAPS that originated with a third carrier is addressed in subsection 7.3. Where GNAPS delivers Traffic (other than Reciprocal Compensation Traffic) to BA, except as may be set forth herein or subsequently agreed to by the Parties, GNAPS shall pay BA the same amount that such carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by GNAPS. Compensation for the transport and termination of traffic not specifically addressed in this subsection shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.

5.7.1 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.

5.7.2 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic in an equal and symmetrical manner at the rates provided in the Pricing Schedule (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1.2 below 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 GNAPS-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by GNAPS. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the BA-IP or the GNAPS-IP, except as set forth in Exhibit A. When Reciprocal Compensation Traffic is terminated over the same trunks as Switched Exchange Access Service, any port or transport or other applicable access charges related to the Switched Exchange Access Service shall be prorated to be applied only to such other Switched Exchange Access Service.

5.7.2.1 Each Party will pay to the other Party a blended reciprocal compensation rate as specified in Exhibit A for Reciprocal Compensation Traffic delivered to the other Party's IP in each LATA.

5.7.2.2 Intentionally Omitted.

5.7.2.3 The Parties stipulate that they disagree as to whether traffic that originates on one Party's network and is transmitted to an Internet Service Provider ("ISP") connected to the other Party's network ("ISP Traffic") constitutes Local Traffic as defined herein, and the charges to be assessed in connection with such traffic. The issue of whether such traffic constitutes Local Traffic on which reciprocal compensation must be paid pursuant to the 1996 Act is presently before the FCC in CCB/CPD 97-30 and may be before a court of competent jurisdiction. The Parties agree that the decision of the FCC in that proceeding, or as such court, shall determine whether such traffic is Local Traffic (as defined herein) and the charges to be assessed in connection with ISP Traffic. If the FCC or such court determines that ISP Traffic is Local Traffic, as defined herein, or otherwise determines that ISP Traffic is subject to reciprocal compensation, it shall be compensated as Local Traffic under this Agreement unless another compensation scheme is required under such FCC or court determination. Until resolution of this issue, BA agrees to pay GNAPS Reciprocal Compensation for ISP traffic (without conceding that ISP Traffic constitutes Local Traffic or precluding BA's ability to seek appropriate court review of this issue) pursuant to the Commission's Order in Case 97-C-1275, dated March 19, 1998, as such Order may be modified, changed or reversed.

5.7.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

5.7.5 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be as specified in subsection 14.5.

5.7.6 The designation of Traffic as IntraLATA or non-IntraLATA for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the entities involved in carrying any segment of the call.

5.7.7 If GNAPS declines BA's request to provide a technically feasible and geographically relevant IP pursuant to subsection 4.1.4, BA shall be entitled to End Office rate treatment for the termination of Reciprocal Compensation Traffic that would have been delivered to such IP.

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

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups to be established over the Interconnections specified in Section 4.0 for the transmission and routing traffic between GNAPS' Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where GNAPS elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (10XXX, 101XXXX and 1010XXXX) traffic. This section may be modified by mutual agreement and the Parties agree to negotiate in good faith regarding the same.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 GNAPS shall establish Access Toll Connecting Trunks 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 GNAPS 's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow GNAPS's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch GNAPS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem BA utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA Tandem(s) will be subtended by each GNAPS End Office Switch. GNAPS's End Office switch shall sub-tend the BA Tandem that would have served the same rate center on BA's network.

6.3 Meet-Point Billing Arrangements

6.3.1 GNAPS and BA will establish Meet-Point Billing 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 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 on a Telephone Exchange Service 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-IP in the

LATA, unless otherwise agreed to by the Parties.

6.3.4 GNAPS 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.

6.3.5 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 or each party may use the New York State Access Pool on their 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. In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- 1) 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.
- 2) 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.
- 3) 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
- 4) Single bill/multiple tariff shall mean that 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 LECs 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.

6.3.6 The rate elements to be billed by each Party are as set forth in Schedule 6.3. The actual rate values for each Party's affected 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 subsection 6.3.17 below.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local 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 GNAPS with the Switched Access Detail Usage Data

(category 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 GNAPS shall provide BA with the Switched Access Summary Usage Data (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 subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To GNAPS: Global NAPS, Inc.
Ten Merrymount Road
Quincy, Massachusetts 02169
Attn: Richard Gangi, Treasurer

To BA: New York State Access Pool
C/O ACM
1309 Main Street
Rotterdam Junction, NY 12150
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 29.10.

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 Errors may be discovered by GNAPS, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. 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 subsection 6.3 shall create any liability for damages, losses, 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).

6.3.15 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 6.3.

6.3.16 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an LXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

In the event GNAPS determines to offer Telephone Exchange Services in another LATA in which BA operates a Tandem Switch, BA shall permit and enable GNAPS to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the GNAPS 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:

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

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.

GNAPS 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 subsection 4.4.1 above. Within ten (10) business days of GNAPS's delivery of notice to BA, BA and GNAPS shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

6.3.18 Within thirty (30) days of a request by GNAPS, BA agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and GNAPS have entered in a Meet Point Billing arrangement.

6.4 800/888 Traffic

The following terms shall apply when either Party delivers 800/888 calls to the other Party for completion.

6.4.1 When GNAPS delivers translated 800/888 calls to BA for completion

- (a) to an IXC, GNAPS shall:
 - (i) Provide a MPB record in an industry standard format to BA; and
 - (ii) Bill the IXC the appropriate GNAPS query charge associated with the call.
- (b) as an IntraLATA call to BA or another LEC in the LATA, GNAPS shall:
 - (i) Provide a copy record in an industry standard format to BA or the terminating LEC;
 - (ii) The originating party shall bill the terminating party for the delivery of the 800/888 traffic at the rates set forth in Exhibit A. The terminating Party shall not bill the originating party the 800/888 rates set forth in Exhibit A under this agreement.

6.4.2 When BA delivers translated 800/888 calls originated by BA's or another LEC's Customers to GNAPS for completion

- (a) to GNAPS in its capacity as an IXC, BA shall:
 - (i) Bill GNAPS the appropriate BA query charge associated with the call; and
 - (ii) Bill GNAPS the appropriate FGD Exchange Access charges associated with the call.
- (b) as an IntraLATA call to GNAPS in its capacity as a LEC,
 - (i) The originating party shall bill the terminating party for the delivery of the 800/888 traffic at the rates set forth in Exhibit A. The terminating Party shall not bill the originating party the 800/888 rates set forth in Exhibit A under this agreement.
 - (ii) The originating party shall Provide a copy record in an industry standard format to GNAPS.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to GNAPS-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as GNAPS 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 service providers who offer recorded announcement information or open discussion information programs to the general public; it is not Internet traffic.

7.1.1 GNAPS 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 GNAPS exercises such option, GNAPS will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow GNAPS to route information service traffic originated on its network to BA. Where GNAPS serves a Customer through the purchase of a BA unbundled Port Element, information service traffic from that Customer may be routed over BA information service trunks on a shared basis.

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

7.1.3 Intentionally Omitted.

7.1.4 Where BA agrees to accept adjustments from GNAPS for calls originated by GNAPS Customers to information services platform(s) connected to BA's network, GNAPS shall follow the same policy in allowing adjustments to its Customers as BA follows with its own Customers. GNAPS 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, GNAPS shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between GNAPS 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.

7.2 Tandem Transit Service ("Transit Service")

7.2.1 "Transit Service" means the delivery of certain traffic between GNAPS and another Local Exchange Carrier by BA over the Telephone Exchange Service Trunks, where both carriers' End Offices subtend a BA tandem. The following traffic types will be delivered: (i) Local Traffic or IntraLATA Toll originated from GNAPS to such LEC and (ii) Local or IntraLATA Toll Traffic originated from such LEC and terminated to GNAPS where BA carries

such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.2.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:

- (a) GNAPS shall pay BA for Local Traffic that GNAPS originates over the Transit Service at the rate specified in Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on BA for the delivery or termination of such traffic, including any switched access charges; and
- (b) BA shall pay GNAPS for Local or IntraLATA Toll Traffic terminated to GNAPS from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, or (where BA delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at GNAPS's applicable switched access rates, whichever is appropriate.

7.2.3 BA expects that all networks involved in Tandem Transit Traffic will deliver each call to each involved network 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 Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

7.2.4 Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC or other LEC to which it sends, or from which it receives, local traffic that transits the other Party's facilities over Traffic Exchange Trunks. Each Party will, upon request, provide the other Party with all reasonable cooperation and assistance in obtaining such arrangements. If either Party fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide written notification of such Agreement, including the relevant rates therein, to the other Party, but continues to utilize the other Party's Transit Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, then the Party utilizing the Transit Service shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay the other Party any charges or costs such terminating third party carrier imposes or levies on the other Party for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by the other Party in delivering or terminating such Traffic and/or resulting from the utilizing Party's failure to secure said reciprocal local traffic exchange arrangement. In addition, neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that does not utilize the Transit Service of the first Party. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Tandem Transit Traffic.

7.2.5 Tandem Transit Traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D. If GNAPS opts not to enter into an IntraLATA Telecommunications Settlement Agreement as appended hereto as Exhibit D, GNAPS shall bill Bell Atlantic appropriate call terminating rates and Bell Atlantic will collect settlements from the ITC.

7.2.6 Tandem Transit Traffic shall be routed over the Traffic Exchange Trunks described in Section 5 above.

7.3 911/E911 Arrangements

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

7.3.2 Path and route diverse interconnections for 911/E911 shall be made at the GNAPS-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.3.3 Within thirty (30) days of its receipt of a request from GNAPS and to the extent authorized by the relevant federal, state, and local authorities, BA will provide GNAPS with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem office(s) in the area in which GNAPS plans to offer Telephone Exchange Service;

(c) a list of the address, contact name and phone number of each PSAP in the BA serving area in which GNAPS plans to offer Telephone Exchange Service;

(d) a list of BA personnel who currently have 911 responsibility;

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem;

(f) an electronic interface, when available, through which GNAPS shall input and provide a daily update of 911/E911 database information related to appropriate GNAPS Customers. All customer related 911 data exchanged electronically shall conform to the National Emergency Number Association standards;

(g) return of any GNAPS E911 data entry files containing errors, so that GNAPS may ensure the accuracy of the Customer records; and

(h) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable.

7.3.4 In cases where a Customer of one Party elects to discontinue its service and become the Customer of the other Party ("Party B") but desires to retain its original telephone number pursuant to an INP arrangement, Party B will outpulse the telephone number to which the call has been forwarded (i.e. the Customer's ANI) to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

7.3.5 BA and GNAPS will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of GNAPS systems to the 911/E911 platforms.

7.3.6 BA and GNAPS 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.

7.3.7 The Parties acknowledge that the provision of INP, until LNP with full 911 compatibility is available, creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by GNAPS. The Parties acknowledge further the objective of including the five character NENA Telephone Company Identification ("TCI") of the company that provides service to the calling line as part of the ALI display.

7.3.8 GNAPS will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.3.9 GNAPS will comply with all applicable rules and regulations, (INCLUDING 911 taxes and surcharges) pertaining to the provision of 911/E911 services in the State of New Hampshire.

7.3.10 GNAPS will document/verify that they can enter data into the 911 database under the NENA Standards for LNP. This includes but is not limited to using their NENA ID to lock and unlock records and the posting of their NENA ID to the ALI record.

7.4 Frame Relay Service Traffic

In addition to BA's Frame Relay tariffs, GNAPS shall have the option of the following provisions, which shall apply only to Frame Relay Service Traffic (including Exchange Access Frame Relay Service traffic) between BA and GNAPS.

7.4.1 The Parties shall establish Frame Relay Trunks between the mutually-agreed upon Frame Relay Service BA-IP and GNAPS-IP in the LATA.

7.4.2 BA shall bill GNAPS its full tariffed charges for all components of the Exchange Access Frame Relay Service provided by BA, including Frame Relay Trunks (where BA has provisioned such trunks) and a network to network interface ("NNI"). However, where and to the extent that said Frame Relay Service is used to deliver local and intraLATA Frame Relay traffic between the parties, GNAPS shall be entitled to bill BA a reciprocal charge, equal to the Local Delivered Traffic Percentage (calculated as described in Section 7.4.3) multiplied by the sum of the following:

- (1) BA's tariffed charge for the Exchange Access Frame Relay NNI Port Connection;
- (2) (a) where BA has provisioned the Frame Relay Trunks, BA's tariffed charge for the Frame Relay Trunk; or (b) where GNAPS has provisioned Frame Relay Trunks through a GNAPS' collocation node at the BA Frame Relay Switch, a charge for the use of the GNAPS Frame Relay Trunk equal to the lesser of GNAPS' generally available charge for such Frame Relay Trunk or BA's tariffed charge for its own Frame Relay Trunk; and
- (3) a charge for the use of the GNAPS's NNI (or equivalent), equal to the lesser of GNAPS' generally available charge for such NNI or BA's tariffed charge for its own Exchange Access Frame Relay NNI.

7.4.3 The Local Delivered Traffic Percentage described in Subsection 7.4.2 above shall be determined as follows:

- (1) GNAPS shall determine the percent of local and intraLATA toll Frame Relay Traffic being exchanged and multiply that percent by the percentage of Frame Relay Traffic that is being delivered by BA to GNAPS (initially presumed to be 50%, but subject to revision as new evidence warrants).

7.4.4 The Parties shall provide to each other the physical address end points for each PVC/CIR in order to determine the jurisdictional nature of the traffic.

7.4.5 For Frame Relay Trunks used solely for the purpose of carrying local and intraLATA Frame Relay traffic, the Parties may agree to provision a Frame Relay mid-span meet pursuant to section 4.2.2(b). In the case of a Frame Relay mid-span meet, compensation for the Frame Relay traffic carried over the Frame Relay Trunks shall be based upon the proportion of facilities provided by each Party.

7.4.6 This Agreement does not alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. The Parties may pass local Frame Relay Service traffic and Exchange Access Frame Relay Service traffic over the same Frame Relay Trunks.

7.4.7 If either Party suspects a discrepancy in the jurisdictional nature of the traffic delivered over the Frame Relay Trunks, the matter will be dealt with as a billing dispute under section 29.8. Both Parties will cooperate in developing factual information to resolve the dispute.

7.4.8 Where either Party requests a reclassification of Frame Relay Trunks that are used to provide Frame Relay Services that are in service on the date that this Agreement is signed, and the requested reclassification does not require a physical reconfiguration, rearrangement, disconnection, or other change of or to facilities or equipment used to provision the services, then the other Party shall assess only its relevant service order or records change order charges to the requesting Party.

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 (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, 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. Until such time as number administration is provided by a third party, BA shall provide GNAPS access to telephone numbers by assigning NXX codes to GNAPS in accordance with such Assignment Guidelines.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("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 mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, GNAPS shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and GNAPS service areas overlap, and GNAPS shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 GNAPS will also designate a Rating Point for each assigned NXX code. GNAPS shall designate one location for each Rate Center Area as the Rating 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 to, and nothing in this Agreement shall be construed to, in any way constrain GNAPS's choices regarding the size of the local calling area(s) that GNAPS 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. GNAPS 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.

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 or any third parties connected with or involved directly in the network of the other.

9.3 Interference or Impairment

If Bell Atlantic reasonably determines that the characteristics and methods of operation used by GNAPS will or may interfere with or impair its provision of services, BA shall have the right to discontinue service subject, however, to the following:

9.3.1 BA shall have given GNAPS 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.

9.3.2 BA shall have concurrently provided a copy of the notice provided to GNAPS under (9.3.1) above to the appropriate federal and/or state regulatory bodies.

9.3.3 Notice in accord with subsections 9.3.1 and 9.3.2 above shall not be required in emergencies and BA may immediately discontinue service if reasonably necessary to meet its obligations. In such case, however, BA shall use all reasonable means to notify GNAPS and the appropriate federal and/or state regulatory bodies.

9.3.4 Upon correction of the interference or impairment, BA will promptly renew service to GNAPS. During such period of discontinuance, there will be no compensation or credit allowance by BA to GNAPS for interruptions.

9.4 Repeated or Willful Noncompliance

The Interconnection, unbundled Network Elements, and services provided hereunder may be discontinued by either Party upon thirty (30) days written notice to the other for repeated or willful violation of and/or a refusal to comply with this Agreement in any material respect. The

Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

9.5 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 procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. GNAPS and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.6 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 inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 86-79 as may be amended from time to time.

9.7 Fraud

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

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

10.1 Joint Network Configuration and Grooming Process

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) agreement on Physical Architecture consistent with the guidelines defined in Section 4.0;
- (b) standards to ensure that Interconnection trunk groups 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;
- (c) 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;
- (d) disaster recovery provision escalations;
- (e) additional technically feasible IP(s) in a LATA as provided in Section 4.0 above; and
- (f) 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.

The initial mutual Interconnection is not dependent upon completion of the Joint Grooming Process.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be provided at parity. For purposes of this Agreement, a Party's obligation to provide parity shall be in accordance with Applicable Laws. If either Party is unable to fulfill its obligations under this subsection 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.

10.3 Network Reliability Council

The Parties will carefully review the Network Reliability Council's recommendations and, as part of the Joint Grooming Plan, implement such recommendations where technically and

economically feasible.

10.4 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, each Party shall provide the other Party a one (1) 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 four (4) quarters. The forecast shall be updated and provided to BA on an as-needed basis.. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for GNAPS-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.4.1 Trunk Provisioning Pursuant to Forecasts. Because BA's trunking requirements will be dependent on the Customer segments and service segments within Customer segments to whom GNAPS decides to market its services, BA will be dependent on GNAPS to provide accurate trunk forecasts for both inbound (from BA) and outbound (from GNAPS) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate local traffic to GNAPS as GNAPS provides to terminate local traffic to BA, unless GNAPS 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 GNAPS suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to GNAPS is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and GNAPS's previous forecasts have proven to be reliable and accurate.

10.4.2 Monitoring and Adjusting Forecasts. BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at GNAPS's suggestion or request pursuant to the procedures identified in subsection 10.4.1 above. 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 GNAPS financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that GNAPS 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 call seconds and blocking percentages), then BA may hold GNAPS financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, GNAPS may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold GNAPS financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

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

trunking requirements.

10.5 Demand Management Forecasts

10.5.1 GNAPS will furnish BA with good faith demand management forecasts to enable BA to effectively plan its network infrastructure and work force levels to accommodate anticipated GNAPS demand for BA services and products. Such forecasts will describe GNAPS's expected needs for service volumes, and timeframes for service deployment, by wire center. GNAPS 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 subsection 29.4 below, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

To the extent required of each Party by Section 251 of the Act, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that GNAPS will be able to lease and interconnect to whichever of the Network Elements GNAPS requires, and to allow GNAPS to combine the BA-provided elements with any facilities and services that GNAPS may itself provide, except that GNAPS shall not recombine Network Elements purchased from BA for use as a substitute for the purchase at wholesale rates of Telecommunications Services that BA provides unless otherwise mandated by the FCC or the Commission or agreed to by BA with other carriers. Any combination by GNAPS of unbundled Network Elements purchased from BA shall be through a Collocation arrangement pursuant to Section 13.0.

11.1 Available Network Elements

At the request of GNAPS, BA shall provide GNAPS access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations:

- 11.1.1 Local Loops, as set forth in subsection 11.2;
- 11.1.2 The Network Interface Device;
- 11.1.3 Switching Capability, as set forth in subsection 11.3;
- 11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.4;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in subsection 5.4 and Section 17;
- 11.1.6 Operations Support Systems, as set forth in subsection 11.5;
- 11.1.7 Operator Services and Directory Assistance, as set forth in Section 19; and
- 11.1.8 such other Network Elements in accordance with subsection 11.7 below.

11.2 Unbundled Local Loop ("ULL") Types

Subject to subsection 11.7, BA shall allow GNAPS to access the following Unbundled Local Loop ("ULL") types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.2.

11.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and

disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

11.2.2 "4-Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

11.2.3 "2-Wire ISDN Digital Grade ULL" or "BRI ISDN" (Premium Link) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

11.2.4 2-Wire ADSL-Compatible ULL or ADSL 2W is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. The upstream and downstream ADSL power spectral density masks and dc line power limits in BA TR 72575, Issue 2 must be met. ADSL-compatible local loops are subject to availability.

11.2.5 2-Wire HDSL-Compatible ULL or HDSL 2W consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 2-Wire HDSL-compatible local loops are subject to availability.

11.2.6 4-Wire HDSL-Compatible ULL or HDSL 4W consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 4-Wire HDSL-compatible local loops are subject to availability.

11.2.7 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) provides a channel which provides 1.544 Mbps digital transmission path between a Customer premises and a GNAPS Collocation node at a BA central office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

11.2.8 BA will make Analog 2-Wire ULLs, BRI ISDN ULLs, Analog 4-Wire ULLs and 4-Wire DS-1-compatible ULLs available for purchase by GNAPS at any time after the Effective Date.

11.2.9 BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to GNAPS no later than the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in New Hampshire. The Parties shall amend Exhibit A

to add the appropriate rates and charges.

11.3 Unbundled Switching Elements

BA shall make available to GNAPS the local Switching Element and tandem Switching Element unbundled from transport, local loop transmission, or other services in accordance with the terms and conditions of and at the rates specified in BA's applicable Tariff, as amended from time to time.

11.4 Unbundled Inter Office Facilities

BA shall provide GNAPS Inter Office Facilities ("IOF"), unbundled from switching, unbundled interoffice facilities, and other services as required by Applicable Law, at the rates, terms and conditions set forth in BA's applicable Tariff, as amended from time to time.

11.5 Operations Support Systems

BA shall provide GNAPS with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable.

11.6 Limitations on Unbundled Access

11.6.1 BA shall only be required to provide ULLs and Ports where such Loops and Ports are available.

11.6.2 GNAPS 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 ULL or Port shall, in the case of Collocation, be delivered to GNAPS's Collocation node by means of a Cross Connection or Strapping.

11.6.3 BA shall provide GNAPS access to its Unbundled Local Loops at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if GNAPS orders one or more ULL provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to GNAPS. If, however, no spare physical ULL is available, BA shall within three (3) Business days of GNAPS's request notify GNAPS of the lack of available facilities. GNAPS 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 ULL(s). GNAPS may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to ULL provided under this subsection 11.6.3.

11.6.4 If GNAPS orders a ULL type and the distance requested on such

ULL exceeds the transmission characteristics in applicable technical references, as specified below, distance extensions may be required and additional rates and charges shall apply as set forth in Exhibit A or applicable Tariffs.

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

11.7 Availability of Other Network Elements on an Unbundled Basis

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

11.7.2 A Network Element obtained by one Party from the other Party under this subsection 11.7 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.7.3 Notwithstanding anything to the contrary in this subsection 11.7, a Party shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.7 except as required by the Commission or FCC.

11.8 Provisioning of Unbundled Local Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Unbundled Local Loops (also referred to as "hot cuts"). These and other mutually agreed-upon procedures shall apply reciprocally for the "live" cutover of Customers from BA to GNAPS and from GNAPS to BA.

11.8.1 GNAPS shall request ULLs from BA by delivering to BA a valid electronic transmittal Service Order using the BA electronic ordering platform or another mutually agreed upon system. Within two (2) business days of BA's receipt of such valid Service Order, BA shall provide GNAPS the firm order commitment ("FOC") date by which the Loop(s) covered by such Service Order will be installed.

11.8.2 BA agrees to accept from GNAPS at the time the service request is submitted for scheduled conversion of hot cut ULL orders, a desired date and A.M. or P.M. designation (the "Scheduled Conversion Time") to the extent available (as applicable, the "Conversion Window") for the hot cut.

11.8.3 BA shall test for GNAPS dial tone at the POT bay by testing through the tie cable provisioned between the BA main distributing frame and the GNAPS expanded Interconnection node forty-eight (48) hours prior to the Scheduled Conversion Time.

11.8.4 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If BA requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If GNAPS requests the New Conversion Time, GNAPS shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

11.8.5 Except as otherwise agreed by the Parties for a specific conversion such as large cutovers of ten (10) lines or more that have been negotiated, the Parties agree that the time interval expected from disconnection of BA's "live" Telephone Exchange Service to the connection of an unbundled Network Element at the GNAPS Collocation node will be accomplished within a window of time of sixty (60) minutes or less. If GNAPS has ordered INP with the installation of a Loop, BA will coordinate the implementation of INP with the Loop conversion during with the above stated intervals at no additional charge.

11.8.6 If GNAPS requests or approves a BA technician to perform services in excess of or not otherwise contemplated by the Line Connection Service charge BA may charge GNAPS for any additional and reasonable labor charges to perform such services.

11.8.7 If as the result of end user actions, (e.g. Customer not ready ["CNR"]), BA cannot complete requested work activity when technician has been dispatched to the site, DSL will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order Charge and Premises Visit Charge as specified in Tariff NHPUC - No. 77.

11.8.8 Until such time as the PUC approves an unbundled network element non-recurring Service Order Charge, an interim non-recurring service order charge shall apply on a per order basis. The interim service order rate shall equal the Service and Equipment Charge to install a business network access line, as specified in NHPUC - No. 77 Part M Section 1.5.2

11.9 Maintenance of Unbundled Network Elements

If (i) GNAPS reports to BA a Customer trouble, (ii) GNAPS requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA facilities or equipment in whole or in part, then GNAPS shall pay BA a 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 GNAPS is not available at the appointed time. GNAPS accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If as the result of GNAPS instructions, BA is erroneously requested to dispatch within a BA Central Office or to a POT Bay ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to GNAPS by BA. If as the result of GNAPS instructions, BA is erroneously requested to dispatch outside a BA Central Office or to a POT Bay ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to GNAPS by BA. BA agrees to respond to GNAPS 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.

11.10 Other Terms and Conditions Including Rates and Charges

11.10.1 ULLs and other Network Elements will be offered on the terms and conditions, including rates and charges, specified herein and on such other terms as stated in applicable Tariffs, as amended from time to time, that are not inconsistent with the terms and conditions set forth herein.

11.10.2 BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A as interim rates until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations. Such permanent rates shall be applied in the manner described in Exhibit A and subsection 20.1.2 below.

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

12.1 Availability of Wholesale Rates for Resale

BA shall make available to GNAPS for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions of BA's applicable tariff, as may be amended from time to time.

12.2 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and GNAPS shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g. Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by GNAPS of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.3 Additional Terms Governing Resale and Use of BA Services

12.3.1 GNAPS 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, GNAPS 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.

12.3.2 Without in any way limiting subsection 12.3.1, GNAPS shall not resell (a) residential service to business or other nonresidential Customers of GNAPS, (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 Laws. In addition, GNAPS 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 may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

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

12.3.4 Upon request by BA, GNAPS shall provide to BA adequate assurance of payment of charges due to BA in connection with GNAPS's purchase of BA services for resale. Assurance of payment of charges may be requested by BA: if GNAPS (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to show itself to be creditworthy; (b) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is

not creditworthy; or, (c) fails to timely pay a bill rendered to GNAPS by BA. Unless otherwise agreed by the Parties, the assurance of payment shall be in the form of a cash deposit and shall be in an amount equal to the charges for BA services that GNAPS may reasonably be expected to incur during a period of two (2) months. BA may at any time use the deposit or other assurance of payment to pay amounts due from GNAPS.

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

12.3.6 BA may impose additional restrictions on GNAPS's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Laws.

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

13.1 BA shall offer to GNAPS Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251 (c)(6) of the Act. BA shall provide Collocation solely for the purpose of 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 or as required by the FCC or the Commission, subject to applicable federal and state Tariffs and license agreements.

13.2 GNAPS agrees to offer to BA Collocation of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as GNAPS may provide to other third parties. GNAPS shall provide such collocation subject to applicable Tariffs.

13.3 In the course of implementation of 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 GNAPS with the relevant engineering requirements.

13.4 The Collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Collocation shall occur under the terms of each Party's applicable and available Tariffs.

13.6 Dedicated Transit Service

13.6.1 "Dedicated Transit Service" provides for the dedicated connection between a GNAPS Collocation arrangement established pursuant to applicable tariffs and/or license agreements at a BA premises and a Collocation arrangement of a third Party carrier that maintains a Collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a cross-connection (dedicated connection) using suitable BA -provided cable or transmission facilities or any other mutually agreed upon arrangement.

13.6.2 The carrier that requests the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Alternative arrangements may be utilized if agreed upon by all three parties. Rates and charges for Dedicated Transit Service are stated in Exhibit A.

SECTION 251(b) PROVISIONS

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

14.1 Scope

14.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission. The Parties shall provide Number Portability to each other in the event a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer (i) remains within the same central office district and within the boundary of the smallest geographical area that is significant for billing (e.g. exchange zone) as defined by the LEC to whom the ported Customer's NXX code was originally assigned and (ii) elects to utilize the original telephone number(s) correspondent to the Exchange Service(s) it previously received from Party A in conjunction with the Exchange Service(s) it will now receive from Party B.

14.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC and/or the Commission, the Parties agree to reciprocally provide Interim Number Portability ("INP") to each other at the prices listed in Exhibit A. Such agreed-upon prices for INP are not intended to reflect either Party's views on the cost recovery mechanisms being considered by the FCC in its current proceeding on number portability issues.

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and GNAPS will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once Permanent Number Portability is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Permanent Number Portability. Upon implementation of Permanent Number Portability pursuant to FCC or Commission regulation, both Parties agree to conform and provide such Permanent Number Portability. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.4 Under either an INP or PNP arrangement, GNAPS and BA will implement a process to coordinate Number Portability cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing INP Through Remote Call Forwarding

GNAPS and BA will provide INP through Remote Call Forwarding as follows:

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). 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. Upon receipt of confirmation of a signed letter of agency ("LOA") from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B, only within the same Exchange Area as the original telephone number(s). 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. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service Trunks as if the call had originated on Party A's network.

14.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible all collect, calling card, and 3rd-number billed calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered to Party B in a mutually agreed-upon format via either electronic file transfer, magnetic tape, or other mutually acceptable medium.

14.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, with the screening options provided by Party B on a per order basis. Party B shall determine which of the screening options offered by Party A should apply to the Party B Customer account. Party A will cancel calling cards associated with those forwarded numbers assigned to Party B.

14.2.4 Party B will outpulse the telephone number to which the call has been forwarded to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

14.2.5 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating LEC pursuant to the Customer's instructions at the time.

14.2.6 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer. The Parties agree to work cooperatively to develop procedures

or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

14.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, BA will deploy a Route Index arrangement which combines direct trunks, provisioned between BA's and GNAPS's end offices, with trunk side routing translations and full functionality for those CLASS services deployed in the specific BA switch. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. BA will coordinate with GNAPS to provide this solution in a mutually agreeable and administratively manageable manner (e.g. NXX level) so as to minimize switch resource utilization for both Parties.

14.4 Procedures for Providing INP Through Full NXX Code Migration

Where either 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.

14.5 Other Interim Number Portability Options

GNAPS may also request Direct Inward Dial Trunks pursuant to applicable tariffs.

14.6 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree in principle that, under the INP arrangements described in subsections 14.2 and 14.3 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this subsection 14.6 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.6.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in subsection 14.6.3 in lieu of any

other compensation charges for terminating such traffic, except as provided in subsection 14.6.2.

14.6.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective six months, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) appropriate intrastate FGD charges ("Intra Traffic"), (iii) interstate FGD charges ("Inter Traffic"), or (iv) handling as Transit Traffic. On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on the Performing Party's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.

14.6.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in Exhibit A)
plus
(Intra Traffic percentage times Receiving Party's effective intrastate FGD rates)
plus
(Inter Traffic percentage times Receiving Party's effective interstate FGD rates).

14.7 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

Notwithstanding anything to the contrary contained in this Section 14, in light of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket 95-116 (the "Order"), the Parties stipulate and agree as follows:

14.7.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory on an interim basis until the Commission mandates an alternative cost recovery mechanism for the provision of INP. For the INP functions it provides, each Party should be allowed to recover these amounts in a manner consistent with any final FCC and/or Commission order on INP cost recovery (such as a state-wide fund contributed to by all telecommunications carriers).

14.7.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.7 on the appropriate INP cost recovery mechanism, or to present such views before any relevant regulatory body or other agency as they relate to FCC or Commission actions on INP cost recovery.

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

BA and GNAPS shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

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

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, and in conformance with 47 U.S.C. 224, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements). Where no such Tariffs exist, such access shall be provided in accordance with the requirements of 47 U.S.C. 224, including any applicable FCC regulations that may be issued.

17.0 DATABASES AND SIGNALING

17.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs, Access to 800/888 databases, LIDB, and any other necessary databases shall be in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. 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, GNAPS shall comply with BA's SS7 certification process prior to establishing CCS interconnection with BA.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Tandem Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End

Office high usage trunk groups. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

(c) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks – Signalling (for MF type signalling).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for Local and IntraLATA CCS Signaling, 800/888 database access, LIDB access, and access to other necessary databases, as follows: BA shall charge GNAPS in accordance with Exhibit A hereto and applicable Tariffs; GNAPS shall charge BA rates equal to the rates BA charges GNAPS, unless GNAPS's Tariffs for CCS signaling provide for lower generally available rates, in which case GNAPS shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case mutual and reciprocal rates will not apply. Rates and charges applicable to third party interconnection can be found in BA's applicable Switched Access tariffs.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to GNAPS, or from GNAPS 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, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty days (180) days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) days after the date the Customer changes its telephone number in the case of residential Customers or other time periods as may be required by the Commission. The periods for referral announcement may be shorter if a number shortage conditions is in effect for a particular NXX code. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.2 Coordinated Repair Calls

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

18.2.1 GNAPS 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 identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge.

18.2.3 GNAPS and BA will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party's obligations under subsection 28.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 of the FCC Rules, 47 CFR § 64.1100, in effect on the Effective Date hereof 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 requests that the other Party 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) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws (or as provided in subsection 18.3.1 above), the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting GNAPS's obligations under subsection 28.1, GNAPS shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. GNAPS shall not access (including, but not limited to, through BA OSS Services and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to GNAPS by BA pursuant to this Agreement unless GNAPS has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, GNAPS represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Laws and this Agreement. GNAPS 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 GNAPS's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to GNAPS pursuant to this Agreement to ascertain whether GNAPS is complying with the requirements of Applicable Laws and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Laws, the foregoing right shall include, but not be limited to, the right to electronically monitor GNAPS's access to and use of Customer Proprietary Network Information that is made available by BA to GNAPS pursuant to this Agreement.

19.0 DIRECTORY SERVICES ARRANGEMENTS

BA will provide certain directory services to GNAPS as defined herein. In this Section 19 of this Agreement, references to GNAPS customer telephone numbers means telephone numbers falling within NXX codes directly assigned to GNAPS and to numbers which are retained by GNAPS on the customer's behalf pursuant to Interim Telephone Number Portability arrangements described in Section 14.0 of this Agreement.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include GNAPS's Customers telephone numbers in all of its "White Pages" and "Yellow Pages" directory listings (including electronic directories) and directory assistance databases associated with the areas in which GNAPS provides services to such customers, and will distribute such directories to such customers, in an identical and transparent manner in which it provides those functions for its own customers' telephone numbers.

19.1.2 BA will include all GNAPS NXX codes on appropriate existing calling charts in the BA customer Guide section of the directory in the same manner as it provides this conformation for its own NXX Codes.

19.1.3 GNAPS will provide BA with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in a mutually agreed upon format at no charge.

19.1.4 BA will accord GNAPS's directory listing information the same level of confidentiality which BA accords its own directory listing information.

19.1.5 BA will include, without charge, an Other Local Service Provider section in its Primary White and Primary White and Yellow Page Telephone Directories. When GNAPS is operating with established end users in the geographic region covered by a specific White Page or Primary White and Yellow Page Directory, GNAPS will be included, at its request, in the Other Local Service Provider section of that specific directory. GNAPS will be responsible for providing the Other Local Service Provider Information Pages Input Form to Bell Atlantic Yellow Pages Company for each directory. GNAPS telephone numbers for installation, repair and billing departments, and logo information that appears in the directory will be in accordance with BA's generally applicable policies. GNAPS shall comply with the Other Local Service Provider Information Pages General Guidelines.

19.1.6 BA will provide GNAPS with a report of all GNAPS customer listings ninety (90) days prior to service order close date for that directory in such form and format as may be mutually agreed to by both parties. Both Parties shall use their best efforts to ensure the accurate listing of such information. BA will process any corrections made by GNAPS with respect to its listings, provided such corrections are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

19.1.7 Yellow Page Maintenance

BA will work cooperatively with GNAPS so that Yellow Page advertisements purchased by customers who switch their service to GNAPS (including customers utilizing Interim Telephone Number Portability) are maintained without interruption. BA will allow GNAPS customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions that apply to BA's customers.

19.2 Directory Assistance and Operator Services

At the option of GNAPS, BA will provide Directory Assistance to GNAPS Customers on behalf of GNAPS under the following terms and conditions:

BA provides Directory Assistance ("DA") service to GNAPS's customers served by GNAPS's own switching facilities over separate trunk groups ordered or provided by GNAPS to the BA Traffic Operation Position Systems ("TOPS") switch(es) designated by BA. Access to the BA DA platform from GNAPS's local switch requires that GNAPS utilize Feature Group C ("FG-C") Modified Operator Services Signaling. The Interoffice Transmission Facility ("IOF") mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the GNAPS location to the designated BA TOPS. Trunk terminations at the TOPS switch(es) require GNAPS to purchase trunk ports at rates specified in Exhibit A. For each trunk group GNAPS must indicate the DA option selected from those set forth in 19.2.2 (a), (b) and (c) below; and/or

BA provides GNAPS access to DA service for GNAPS Customers served by BA unbundled local Switching Elements, through dedicated IOF and trunk ports between the BA End Office in which GNAPS has unbundled local switching ports and the BA TOPS switches. Additional per minute of use ("MOU") local switching charges, set forth in Exhibit A, will apply for all calls which interconnect from the unbundled local switching ports to the BA TOPS.

19.2.1 Directory Assistance

At GNAPS's option, BA will provide GNAPS Customers access to Telephone Directory Assistance operators via 411, 555-1212, or 1+ (NPA) 555-1212 dialing.

Rates for requests for Directory Assistance will be billed to GNAPS and are stated in Exhibit A.

BA will not provide Directory Assistance call allowances to GNAPS or GNAPS's Customers.

19.2.2 Directory Assistance with Branding

This service allows GNAPS to select only one of the three options as follows:

- (a) GNAPS may provide BA with a GNAPS branded, introductory Directory Assistance and Operator Services announcement which will be played for all GNAPS Customers completing DA or Operator Services calls over the trunk group to the BA TOPS.

Such branding announcement may be a maximum of eighteen (18) seconds, recorded by GNAPS or, at GNAPS's request and subject to charges to be determined on an individual case basis, by BA. GNAPS must provide a minimum of two (2) audio cassette recordings of the GNAPS branding announcement.

- (b) GNAPS may request BA branded announcement.
- (c) GNAPS may request an unbranded, generic announcement.

Rates for requests for Directory Assistance with branding will be billed to GNAPS and are stated in Exhibit A.

19.3 Directory Assistance Call Completion

At GNAPS's option BA will provide Directory Assistance Call Completion ("DACC") for automatic connection of a GNAPS Customer calling BA DA and the published telephone number requested.

After the BA DA operator provides the requested number, a recorded service message will offer to connect the GNAPS Customer to that number for a specified additional charge.

The GNAPS Customer can accept the offer for DACC by depressing a button (touch tone) or responding by voice (dial), as instructed by the voice message.

The DACC charge will apply as set forth in Exhibit A. In addition, for calls originating from a facilities-based GNAPS switch or for calls from GNAPS unbundled local switching line ports, there will be charges to terminate the call from the TOPS Tandem to the called party. These include applicable per minute of use Unbundled Tandem Transport Charges ("UTTC") for each call transported between the TOPS Tandem and the originating End Office, per minute of use Tandem Transit Switching Charge ("TTSC") for each call that traverses a BA Tandem switch, and the appropriate per minute of use charges for Reciprocal Compensation ("UNRCC" or "UCRCC") depending on the terminating End Office Switch, as set forth in Exhibit A.

DACC is available to GNAPS residence and business Customers and from public telephones on a collect, bill to third number or calling card basis. Appropriate charges for the selected billing option will apply in addition to the DACC charge.

DACC is available with all telephone numbers in the BA DA database with the following

- exceptions:
- non-published telephone numbers
 - interLATA numbers
 - 700, 800 and 900 numbers.

When a caller requests more than one number for Directory Assistance, DACC is offered only for the first eligible listing that was selected by the operator.

The DACC charge applies only to calls actually completed.

The DACC charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission as set forth in Section 19.4 following.

Rates for requests for DACC will be billed to GNAPS as set forth in Exhibit A.

19.4 Directory Assistance Credits

Directory Assistance credits will apply to GNAPS for directory inaccessibility, wrong numbers, cut-offs and poor transmission. When a GNAPS Customer reports such a call, i.e. the requested number, the provided number, and the reason the provided number is incorrect, to the BA directory assistance operator, the number of calls for which a credit will apply will be developed by the BA DA operator and credited to GNAPS. BA will identify the specific GNAPS Customer to whom the credit applies.

19.5 Direct Access to Directory Assistance

Direct Access to Directory Assistance ("DADA") is a database service that provides access to BA listings to a GNAPS operator. The DADA database is a physically distinct entity from the BA DA database, populated with identical listing data, and updated from the same source on a daily basis.

To obtain access, GNAPS is required to arrange for interconnection to the database. BA will interconnect at any technically feasible point designated by GNAPS.

BA will provide GNAPS with a User Guide for training its agents.

Rates and Charges for DADA are stated in Exhibit A.

19.6 Inward Operator Services

Inward Operator Services enables GNAPS or its operator service provider to connect to the BA TOPS office(s) for the purpose of providing certain operator services to GNAPS Customers. There are two types of Inward Operator Services:

19.6.1 Busy Line Verification ("BLV"):

BLV is service wherein, at the request of GNAPS's Customer or operator service provider, a BA operator will attempt to determine the status of an exchange service line (e.g., conversation in progress, available to receive a call or out of service) and report to GNAPS's Customer or operator service provider.

19.6.2 Busy Line Verification/Interrupt ("BLV/I")

BLV/I is a service wherein, at the request of GNAPS's Customer or operator service provider, a BA operator will determine and report whether a conversation is in progress on an exchange service line, and then interrupt such conversation to request that it be terminated so that GNAPS's Customer may complete a call to the line. GNAPS may order Inward Operator Services under the following terms and conditions:

Inward Operator Services are provided over trunk groups ordered by GNAPS or its alternate operator service provider to BA TOPS switch(es) as specified by BA.

Inward Operator Services cannot be provided for ported telephone numbers, or telephone numbers which forward calls using Call Forwarding Variable service features.

BA will provide BLV and BLV/I for telephone numbers provided in its operating territory.

The BA operator will respond to one telephone number per call on requests for BLV or BLV/I.

BA will designate the TOPS switch(es) serving specific NXXs and make such information available to GNAPS.

GNAPS and its Customer shall indemnify and save BA harmless against all claims that may arise from either party to the interrupted call or any other person.

Rates and Charges for Inward Operator Services are set forth in Exhibit A.

19.7 **Operator Services**

At GNAPS's option, BA will provide for the routing of Operator Services ("OS") calls dialed by GNAPS Customers directly to either the GNAPS Operator Services platform or to the BA Operator Services platform.

BA provides OS to GNAPS Customers served by GNAPS switches over separate trunk groups ordered or provided by GNAPS to the BA TOPS switch(es) as specified by BA. Access to the BA OS platform from GNAPS's local switch requires that GNAPS utilize Feature Group C Modified Operator Services Signaling. The Interoffice Transmission Facility mileage rate for

the facility will be based on airline mileage using V&H coordinate methods from the GNAPS location to the designated BA TOPS. Trunk terminations at the TOPS switch(es) require GNAPS to purchase trunk ports at rates specified in Exhibit A. For each trunk group, GNAPS must indicate the branding option selected as set forth in Sections 19.2.2 (a), (b), and (c) preceding; and/or

BA also provides GNAPS access to OS for GNAPS Customers served by BA unbundled local Switching Elements, through dedicated IOF and trunk ports between the BA End Office in which GNAPS has unbundled local switching ports and the BA TOPS switches. Additional per minute of use ("MOU") local switching charges, set forth in Exhibit A, will apply for all calls which interconnect from the unbundled local switching ports to the BA TOPS.

19.8 0+ Mechanized Operator Calls (Calling Card, Collect, Bill to Third Number)

At GNAPS's option, the mechanized BA operator interface will provide GNAPS's Customer the ability to complete 0+ mechanized operator calls using alternate billing capabilities without live operator assistance. Alternate billing call completions can be calling card, collect or bill-to-third-number.

0+ mechanized calls may be routed over the same DA trunk groups which provide interconnection from the GNAPS switch or from the GNAPS unbundled local switching line ports to the BA TOPS.

Rates for requests for 0+ mechanized calls will be billed to GNAPS and are set forth in Exhibit A. In addition, for calls originating from a facilities-based GNAPS switch or for calls from GNAPS unbundled local switching line ports, there will be charges to terminate the call from the TOPS Tandem to the called party. These include applicable per minute of use

Unbundled Tandem Transport Charges ("UTTC") for each call transported between the TOPS Tandem and the originating End Office, per minute of use Tandem Transit Switching Charge ("TTSC") for each call that traverses a BA Tandem switch, and the appropriate per minute of use charges for Reciprocal Compensation ("UNRCC" or "UCRCC") depending on the terminating End Office Switch, as set forth in Exhibit A.

19.9 0- Operator Handled Calls (Calling Card, Collect, Bill to Third Number)

At GNAPS's option, the BA will provide live operator assistance to the GNAPS Customer for intraLATA calls completion via 0- dialing with alternate billing capabilities. Alternate billing capabilities include calling card, collect and bill-to-third-number, station-to-station and person-to-person.

0- operator handled calls may be routed over the same DA trunk groups which provide interconnection from the GNAPS switch or the GNAPS unbundled local switching line ports to the BA TOPS.

Rates for requests for 0- operator handled calls will be billed to GNAPS and are set forth in Exhibit A. In addition, for calls originating from a facilities-based GNAPS switch or for calls from GNAPS unbundled local switching line ports, there will be charges to terminate the call from the TOPS Tandem to the called party. These include applicable per minute of use Unbundled Tandem Transport Charges ("UTTC") for each call transported between the TOPS Tandem and the originating End Office, per minute of use Tandem Transit Switching Charge ("TTSC") for each call that traverses a BA Tandem switch, and the appropriate per minute of use charges for Reciprocal Compensation ("UNRCC" or "UCRCC") depending on the terminating End Office Switch, as set forth in Exhibit A.

19.10 Operator Emergency Bulletin Service

At GNAPS's option, BA will provide GNAPS with emergency numbers for police, fire, ambulance and Public Safety Answering Points (PSAP) in the BA serving area so that GNAPS operators can connect callers directly to the proper emergency bureaus.

The BA Operator Emergency Bulletin Service lists the emergency, police, fire, ambulance and PSAP telephone numbers by municipality and in alphabetical order for each of the areas served by BA.

Operator Emergency Bulletin Service is available for use by GNAPS operators solely for the purpose of assisting callers in reaching an emergency bureau.

Operator Emergency Bulletin Service provides a copy of BA's own emergency bulletin. This service includes one annual copy of the bulletin plus periodic updates during the year. Other Local Exchange Carrier emergency numbers are not included.

Rates and charges for Operator Emergency Bulletin service are set forth in Exhibit A.

19.11 Operator Passthrough Service

At GNAPS's option, BA will, provide GNAPS's Customers with operator passthrough service to access their presubscribed Interexchange Carrier's operators for operator assisted call completion. Such access will be available only where the presubscribed IXC provides operator services for GNAPS's Customers for calls originating from a particular LATA, and where the IXC OS has the capability to receive calls passed from BA within the LATA.

If an IXC does not provide operator services for GNAPS's Customer, BA will provide GNAPS's Customer with access to an IXC designated operator services provider or to a BA provided announcement which will direct GNAPS's Customer to contact the Customer's presubscribed IXC for dialing instructions.

The Operator Passthrough charge is applied on an operator work second basis, and rated using the 0- operator handled calls in Exhibit A.

GNAPS will be charged for calls passed through to either the Presubscribed IXC's operator, or to a BA provided recording indicating that the IXC does not provide service in that area.

Rates and charges for operator passthrough service are stated in Exhibit A.

20.0 COORDINATION WITH TARIFF TERMS

20.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

20.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date.

20.1.2 As applied to wholesale discount rates, unbundled Network Elements or termination of Reciprocal Compensation Traffic and other Interconnection services purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved by the Commission from time to time, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

20.2 Except with respect to the rates and charges described in subsection 20.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

21.0 INSURANCE

At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

22.0 TERM AND TERMINATION

22.1 This Agreement shall be effective as of the date first above written and continue in effect for an initial term of three (3) years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available.

22.2 For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs from the terminating Party.

22.3 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other 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 and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty-five (25) days prior to terminating service. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty-five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 CANCELLATION CHARGES

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

25.0 INDEMNIFICATION

25.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising from transactions or activities relating to this Agreement and to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 25.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

25.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

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

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, 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, the Indemnified Party 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 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 that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

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

26.0 LIMITATION OF LIABILITY

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

26.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, 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 25.

26.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

27.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

27.1 Performance Standards

BA shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

27.2 Performance Reporting

27.2.1 At such time as BA makes available 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") to other Telecommunications Carriers purchasing Interconnection from BA, BA shall provide GNAPS with the Performance Monitoring Reports applicable to GNAPS in accordance with the requirements of said FCC Merger Order.

27.2.2 GNAPS agrees that the performance information included in the Performance Monitoring Reports is confidential and proprietary to BA, and shall be used by GNAPS solely for internal performance assessment purposes, for purposes of joint GNAPS 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. GNAPS shall not otherwise disclose this information to third parties.

28.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

28.1 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.

28.2 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. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 28.3 below.

28.3 The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or, in BA's reasonable determination, affects 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). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act).

28.4 In the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 28.4 and without limitation of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Reciprocal Compensation Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Reciprocal Compensation Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties.

28.5 Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to

ensure that such equipment, facilities and services fully comply with CALEA.

29.0 MISCELLANEOUS

29.1 Authorization

29.1.1 BA 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.

29.1.2 GNAPS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.2 Independent Contractor

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 state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.3 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, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, 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 government or legal body; or 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 circumstances beyond the Party's reasonable control. In such event, the affected 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 interferences (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 affected Party shall use its best 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.

29.4 Confidentiality

29.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) 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.

29.4.2 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 reasonable) 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.

29.4.3 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 is not involved in any manner with the provision of services pursuant to this Agreement and 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 or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

29.4.4 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.

29.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 29.4 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.

29.5 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.

29.6 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

29.7 Assignment

Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation, its parent or other affiliate, with the other Party's prior written consent, which consent shall not be unreasonably withheld 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. Any assignment or delegation in violation of this subsection 29.7 shall be void and ineffective and constitute a default of this Agreement.

29.8 Billing and Payment; Disputed Amounts

29.8.1 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 rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

29.8.2 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.

29.8.3 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 (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third Party escrow agent mutually agreed upon by the Parties.

29.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) 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.

29.8.5 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 subsection 29.9, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

29.8.6 The Parties agree that all negotiations pursuant to this subsection 29.8 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.

29.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

29.9 Dispute Resolution

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.

29.10 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 telescope to the following addresses of the Parties:

To GNAPS:

Frank Gangi, President
Global NAPS, Inc.
Ten Merrymount Road
Quincy, Massachusetts 02169
Facsimile: (617) 507-5217

with a copy to:

William Rooney, General Counsel
Global NAPS, Inc.
Ten Merrymount Road
Quincy, Massachusetts
Facsimile: (617) 507-5211

To BA:

BELL ATLANTIC
1095 Avenue of Americas
40th Floor
New York NY 10036
Attn: President - Telecommunications Industry Services
Facsimile: (212) 597-2585
with a copy to:

BELL ATLANTIC
1095 Avenue of Americas

40th Floor
New York, NY 10036
Attn: General Counsel
Facsimile: (212) 597-2560

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.

29.11 Section 252(i) Obligations

29.11.1 To the extent required under Applicable Law, BA shall make available without unreasonable delay to GNAPS any individual interconnection, service or network element contained in any agreement to which it is a party that is approved by the Commission pursuant to Section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

29.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

29.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 29.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

29.12 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel 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.

29.13 No Third Party Beneficiaries; Disclaimer of Agency

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. Except for provisions herein expressly authorizing a Party to act for another, 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 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.

29.14 No License

29.14.1 Except as may be expressly provided herein, 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.

29.14.2 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 facilities 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.

29.14.3 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 THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

29.15 Technology Upgrades

Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA shall provide GNAPS written notice at least ninety (90) days prior to the incorporation of any such upgrades in BA's network that will materially affect GNAPS's service, and shall exercise reasonable efforts to provide at least one hundred eighty (180) days notice where practicable. In addition, BA shall comply with the FCC Network Disclosure rules set forth in the FCC Regulations to the extent applicable. GNAPS shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. 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.

29.18 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.

29.19 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. 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.

29.20 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.

29.21 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 any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

29.22 Restructured/New Rates

Nothing in this Agreement shall affect or limit (i) BA's right with respect to a new element or service not offered to GNAPS under this Agreement on the Effective Date of this Agreement, or (ii) BA's right to modify, restructure or change an existing element or service and

to charge GNAPS such rates as approved by the PUC for such modified, restructured or altered element or service. BA shall be entitled to recover from GNAPS such new, additional or restructured rates, charges or prices effective from the date when and to the extent BA seeks approval from the PUC of such new, additional or restructured rates, charges or prices, either pursuant to a tariff filing or other application to the PUC, subject to later true-up on the date such new additional or restructured rates, charges or prices are actually approved by the PUC.

29.23 Integrity of BELL ATLANTIC Network

The Parties acknowledge that BELL ATLANTIC, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate GNAPS's ability to provide service using certain technologies. Notwithstanding any other provision of this Agreement, BELL ATLANTIC shall have the right to deploy, upgrade, migrate and maintain its network at its discretion.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 1st day of September, 1998.

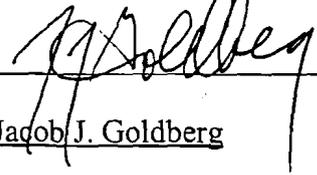
Global NAPS

By: 

Printed: Frank T. GAWES

Title: president

BELL ATLANTIC - NEW HAMPSHIRE

By: 

Printed: Jacob J. Goldberg

Title: President -
Telecom Industry Services

SCHEDULE 1.0

CERTAIN TERMS AS DEFINED IN THE ACT

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA Service" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the

information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

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

Schedule 4.0 Network Interconnection Schedule

LATA	GNAPS -IP	BA -IP	Activation Date
TBD	TBD	TBD	TBD

INTRODUCTION TO PRICING SCHEDULES

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, when the Commission approves actual rates in BA's Generally Available Terms and Conditions ("SGATC") filed with the New Hampshire Public Utilities Commission, those rates shall apply to any network element or service provided by BA to GNAPS 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 Hampshire and GNAPS
PRICING SCHEDULE¹**

BA Services, Facilities, and Arrangements:

I. Call Transport & Termination

	BA Service	Non-recurring	Recurring
1.	Blended Rate for Reciprocal Compensation Traffic delivered to a BA-IP or to a GNAPS-IP	\$ 0.008/minute of use (mou)	
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 1 interstate and PUC No. 79 intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU factors, 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 BA FCC No. 1 interstate and PUC No. 79 intrastate access tariffs for Feature Group D service.	

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk ("*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal. At such time as such permanent rates and/or rate structures have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates and/or rate structures, which Exhibit AA the Parties shall update periodically as necessary.

Pending approval of rates and/or rate structures filed for intrastate physical collocation, all intrastate physical collocation services shall be charged at rates found in the New Hampshire PUC Tariff No. 79.

II. 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

III. Transit Service

A. Tandem Transit Service

- Rates: (Day) = \$.006375* per minute
- (Eve) = \$.009949* per minute
- (Night) = \$.001386* per minute

B. Dedicated Transit Service

	Monthly charges
(1) 1.544 Mbps Connection: 2(DS-1 SAC)#	\$ 3.48*
(2) 45 Mbps Connection: 2(DS-3 SAC)#	\$57.66 *
#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")	
	Non-recurring charges
<u>Standard Interval</u>	
(3) Service Order Charge	\$21.48* (per order)
(4) Service Connection Charge	\$43.39* (per connection)
(5) Service Installation Charge	\$12.13* (per connection)
<u>Expedited Interval</u>	
(3) Service Order Charge	\$31.85* (per order)
(4) Service Connection Charge	\$60.24* (per connection)
(5) Service Installation Charge	\$15.81* (per connection)

IV. Interim Telecommunications Number Portability

A. Monthly Recurring Charges

- Rate per Business Number = \$2.00
- Rate per Residential Number = \$1.00

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third Party and collect calls.

B. Non-recurring Charge

Rate = \$20 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled loop.

C. Access Revenues Associated with Ported Numbers

In accordance with subsection 14.6 of the Agreement

V. Unbundled Database Access

A. 800/888 Database

Reciprocal Compensation: 800 Database (refer to I above)
(charged to originating Party).

800 Database query: \$0.000941* per query

B. LIDB

LIDB Database query \$0.001231* per query

VI. Unbundled Local Loops

A. Monthly Recurring Charges

(1) ULL facility: ULL type	Statewide
(per month)	
2-Wire Analog Voice Grade	\$17.99*
4-Wire Analog Voice Grade	\$54.97*
2-Wire ISDN Digital Grade	\$42.44*
4-Wire DS-1-Compatible Digital Grade	\$209.04*

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.32*
DS-1	\$1.74*

B. Non-Recurring Charges

(1) Service Order Charge (per order)

ULL Type	Standard Interval			Expedite		
	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$0.00*	\$10.17*	\$14.18*	\$0.00*	\$15.07*	\$21.02*
4-Wire Analog Voice Grade	\$0.00*	\$10.17*	\$14.18*	\$0.00*	\$15.07*	\$21.02*
2-Wire ISDN Digital Grade	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
4-Wire DS-1-Comp.Digital Gr.	\$64.44*	\$64.44*	\$64.44*	\$95.55*	\$95.55*	\$95.55*

(2) Service Connection Charge: (per loop)

ULL Type	Service Connection: Standard	Service Connection: CO Wiring
2-Wire Analog Voice Grade	\$45.91*	\$23.85*
4-Wire Analog Voice Grade	\$45.91*	\$23.85*
2-Wire ISDN Digital Grade	\$45.91*	\$23.85*
4-Wire DS-1-Comp.Digital Gr.	\$123.55*	\$49.00*

(3) Installation Dispatch (per dispatch)

ULL Type	Installation Dispatch (per dispatch)			TC Not Ready (per occasion)
	1 ULL	2-9 ULL	10+ ULL	
2-Wire Analog Voice Grade	\$55.13*	\$63.57*	\$70.69*	\$55.14*
4-Wire Analog Voice Grade	\$55.13*	\$63.57*	\$70.69*	\$55.14*
2-Wire ISDN Digital Grade	\$55.13*	\$63.57*	\$70.69*	\$55.14*
4-Wire DS-1-Comp.Digital Gr.	\$71.13*	\$71.13*	\$71.13*	\$55.14*

(4) Manual Intervention Surcharge (where mechanized interface available but not used)

Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
4-Wire Analog Voice Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2-Wire ISDN Digital Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
4-Wire DS-1-Comp.Digital Gr.	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.00*

Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire Analog Voice Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2-Wire ISDN Digital Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire DS-1-Comp.Digital Gr.	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*

(5) Misdirected Trouble Dispatches (charge per occasion)

(a)	Dispatch IN (to Central Office)	\$80.02*
(b)	Dispatch IN (EXPEDITE)	\$106.22*
(c)	Dispatch OUT (to Customer Premise)	\$129.39*
(d)	Dispatch OUT (EXPEDITE)	\$174.35*

VIII. Unbundled IOF

A. Monthly Recurring Charges

(1) Dedicated Transport:		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage/ MILE
DS-1	\$103.98*	\$0.19*
DS-3	\$809.72*	\$5.33*
OC-3	\$1,481.39*	\$15.98*
OC-12	\$3,677.72*	\$63.90*

(2) Service Access Charge: IOF	(per month)
DS-1	\$1.74*
DS-3	\$28.83*
OC-3	\$19.60*
OC-12	\$19.60*

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$180.40*
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$227.81*

B. Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$23.63*	\$23.63*	\$23.63*	\$23.63*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) ServiceConnection: Provisioning (per facility)	\$205.09*	\$205.09*	\$205.09*	\$229.37*
(4) Service Connection: Installation (per facility)	\$167.36*	\$370.14*	\$370.14*	\$464.24*
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$35.04*	\$35.04*	\$35.04*	\$35.04*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) ServiceConnection: Provisioning (per facility)	\$233.63*	\$233.63*	\$233.63*	\$268.04*
(4) Service Connection: Installation (per facility)	\$218.14*	\$482.45*	\$482.45*	\$605.11*

IX. 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 New Hampshire PUC No. 79 Tariff, as amended from time to time, subject to the provisions of Section 11 and Section 17.

X. Operations Support Systems

A. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,777.00*
(2) Transaction Cost	(per transaction)	\$1.15*
(3) Customer Record Retrieval	(per view)	\$0.12*
(4) Record Change Charge	(per change)	\$10.74*
(5) Design Change Charge	(per change)	\$10.74*
(6) Customer Loop Information	(per loop)	\$9.12*
(7) Data entry search (15 minute period)	(per period)	\$10.74*
(8) Out of scope request	(per request)	ICB

B. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,483.00*
(2) Non-recurring establishment charge	(per transaction)	\$1.15*
(3) Electronic Interface Maintenance Chg	(per transaction)	\$0.39*
(4) Complex Order Charge	(per line)	\$16.27*
(5) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(6) Customer Record Retrieval	(per view)	\$0.12*

XI. 911/E911 Interconnection

Monthly Rate:

A. \$252.00* per month for an unequipped DS1 Port and \$100* per month per voice grade trunk activated and equipped on the DS1 port.

B. \$0.05* per line per month for unbundled local Switching Element.

XII. Wholesale Discounts

Wholesale discounts are as set forth in BA's Statement of Generally Available Terms and Conditions ("SGATC") filed with the New Hampshire Public Utilities Commission, as amended from time to time:

Month- to- month discounts (per qualifying retail rate):

- A. Where GNAPS purchases BA-provided Operator Services
 - (1) Business 18.78%*
 - (2) Residence 17.30%*
- B. Where GNAPS does not purchase BA Operator Services
 - (1) Business 20.25%*
 - (2) Residence 19.04%*

XIII. A. Unbundled Directory Assistance Services

- (1) Directory Assistance

	<u>(Per Request)</u>
Each Request for Information per one telephone number, with BA branding	\$0.344971*
Each Request for Information per one telephone number, with CLEC branding	\$0.344971*
Each Request for Information per one telephone number, without branding	\$0.287011*
Branding surcharge per call (if applicable)	\$0.057960*
- (2) Directory Assistance Call Completion

DA Request + Call Completion (DACC) # Each Request for Information per one telephone number, with CLEC branding or with NYNEX branding plus call completion	\$0.564271*
Each Request for Information per one telephone number, without branding plus call completion	\$0.506311*
DACC Surcharge per call	\$0.219300*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

- (3) Direct Access to Directory Assistance (DADA)

Monthly Access Charge	\$4,000.00*
-----------------------	-------------

Each Search Request		\$0.037*
(4) Bell Atlantic recording of GNAPS Branding Announcement		ICB*
		<u>Rate</u>
B. Inward Operator Services #		
(1) BLV (per work second)		\$0.026604*
(2) BLV/I (per work second)		\$0.026604*
(3) Branding surcharge per call (if applicable)		\$0.057960*
C. 0+/Mechanized Operator Calls #		
(1) Calling Card (per request)		\$0.141995*
(2) Collect (per request)		\$0.154524*
(3) Third Number (per request)		\$0.154524*
(4) Branding surcharge per call (if applicable)		\$0.057960*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

D. 0- Operator Handled Calls #		
(1) Per work second		\$0.013280*
(2) Collect & Bill to Third Number (per request)		\$0.154524*
(3) Branding surcharge per call (if applicable)		\$0.057960*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

E. (Reserved for Future Use)			
		<u>Recurring</u>	<u>Non-recurring</u>
F. TOPS Trunk Port (DS-1)		\$299.38*	\$132.71*
Service Access Charge			
-Per TOPS Port (DS-1)		\$1.74*	N/A
G. IOF mileage for Dedicated Trunk		\$103.98*	
Transport			
Mileage charge, per mile per month		\$0.19*	

XIV. Customer Usage Detail Charges

Record Charges

- Per record processed (EMR format) \$0.004144*
- Per record processed (Tandem Subtending Arrangement/EMR) \$0.004144*
- Per record transmitted \$0.000118*
- Per tape/cartridge \$20.12*

XV. Time and Materials Charges

Labor Rate, Per Hour or Fraction thereof

- Service Representative - Regular \$42.96*
- Service Representative - Expedited \$63.70*
- Technician - Regular \$44.46 *
- Technician - Expedited \$60.23 *

XVI. Unbundled Local Switching

A. Monthly Recurring Charges

Dedicated Local Switch Ports	Statewide
(per month)	
(1) Local Switching Analog Port	\$2.22*
(2) Local Switching Digital Port	\$2.42*
(3) Local Switching ISDN-BRI Port	\$31.41*
(4) Local Switching ISDN-PRI Port	\$525.77*
(5) Local Switching Digital Trunk Port	\$8.55*

Local Switching Port Additives (Features)	Statewide
(per month)	
(1) Centrex	\$0.985200*
(2) Ringmate	\$1.175300*
(3) Three-Way Calling	\$0.260200*
(4) Speed Calling	\$0.000000*
(5) Call Waiting	\$0.000000*
(6) Call Forwarding - Don't Answer	\$0.000000*
(7) Call Forwarding - Busy	\$0.000000*
(8) Call Forwarding - Variable	\$0.000000*

Local Switching Usage	Statewide
(per minute of use)	
(1) Local Switching Trunk Port (Day)	\$0.001490*
(2) Local Switching Trunk Port (Eve)	\$0.002556*

(3) Local Switching Trunk Port (Night)	\$0.000000*
(4) Local Switching Usage (Day)	\$0.007856*
(5) Local Switching Usage (Eve)	\$0.010697*
(6) Local Switching Usage (Night)	\$0.003888*

Shared Interoffice Trunking and Tandem Resources		All Zones
(per minute of use)		
(1) Unbundled Shared Tandem Transport Charge (UTTC)	(Day)	\$0.000581*
(2) Unbundled Shared Tandem Transport Charge (UTTC)	(Eve)	\$0.001001*
(3) Unbundled Shared Tandem Transport Charge (UTTC)	(Night)	\$0.000000*
(4) Unbundled Common Transport Charge (UCTC)	(Day)	\$0.002071*
(5) Unbundled Common Transport Charge (UCTC)	(Eve)	\$0.003557*
(6) Unbundled Common Transport Charge (UCTC)	(Night)	\$0.000000*
(7) Unbundled Toll Common Transport Charge (UTCTC)	(Day)	\$0.003462*
(8) Unbundled Toll Common Transport Charge (UTCTC)	(Eve)	\$0.005747*
(9) Unbundled Toll Common Transport Charge (UTCTC)	(Night)	\$0.000277*
(10) Unbundled Tandem Transit Switching Charge (TTS)	(Day)	\$0.006375*
(11) Unbundled Tandem Transit Switching Charge (TTS)	(Eve)	\$0.009949*
(12) Unbundled Tandem Transit Switching Charge (TTS)	(Night)	\$0.001386*

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.32*
DS-1	\$1.74*
DS-3	\$28.83*

B. Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$21.48*	\$31.85*
(3) Service charge (per port)	\$142.69*	\$189.80*
(4) Installation (CO wiring) (per port)	\$18.43*	\$24.03*

End Office Line Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0*	\$0*
(2) Manual Intervention Surcharge (per order)	\$21.48*	\$31.85*
(3) Service charge (per port)#	\$14.79*	\$14.79*
(4) Installation (CO wiring) (per port)#	\$12.13*	\$12.13*

Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
------------------------------	-------------------

(1) Call Forwarding - Busy	\$0.85*
(2) Call Forwarding - Don't Answer	\$0.85*
(3) Call Forwarding - Variable	\$0.85*
(4) Call Waiting	\$0.85*
(5) Centrex Intercom Dialing	\$0.85*
(6) Custom Ringing	\$0.85*
(7) Speed Calling	\$0.85*
(8) Three Way Calling	\$0.85*
(9) Subsequent addition/change	\$0.85*

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$68.96*
(2) Line Port Traffic Study Set-Up (per study)	\$65.81*
(3) Line Port Traffic Study (per week)	\$44.61*

XVII. Unbundled Tandem Switching

A. Monthly Recurring Charges

Dedicated Tandem Switch Ports	All Zones
(per month)	
(1) Tandem Switching Digital Trunk Port	\$266.16*

Tandem Switching Usage	All Zones
(per minute of use)	
(1) Tandem Trunk Port (Day)	\$0.002393*
(2) Tandem Trunk Port (Eve)	\$0.004107*
(2) Tandem Trunk Port (Night)	\$0.000000*
(3) Tandem Usage (Day)	\$0.001589*
(3) Tandem Usage (Eve)	\$0.001735*
(4) Tandem Usage (Night)	\$0.001386*

B. Non-Recurring Charges

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per port)	\$21.48*	\$31.85*
(3) Service charge (per order)	\$164.04*	\$217.01*
(4) Installation (CO wiring) (per port)	\$18.43*	\$24.03*

XVIII. Frame Relay Service

BA Services Provided to GNAPS	MRC	NRC
Exchange Access Frame Relay		
Frame Relay NNIs		
56 kbps	Per FCC and intrastate Frame Relay Access Tariffs	Per FCC and intrastate Frame Relay Access Tariffs
64 kbps		
1.536 mbps		
Frame Relay Trunks	Per FCC and state Special Access tariff	Per FCC and state Special Access tariff

TELERGY Services Provided to GNAPS	MRC	NRC
IntraLATA/Local Frame Relay		
Frame Relay NNIs ¹		
56 kbps	TBD	TBD
64 kbps	TBD	TBD
1.536 mbps	TBD	TBD
Frame Relay Trunks ²	TBD	TBD

Footnotes:

1. Rates to be calculated pursuant to Section 7.4.2 of the Agreement
2. Rates to be calculated pursuant to Section 7.4.2 of the Agreement

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.

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 .

APPENDIX 2

SCHEDULE 4.0 Network Interconnection Schedule

NEW HAMPSHIRE RESIDENTIAL SERVICES

BA-IP

Lightship-IP

Lightship Intended
Implementation Date

BA-IP(s) shall be either the BA Tandem or the BA End Office.

NEW HAMPSHIRE BUSINESS SERVICES

BA-IP

Lightship-IP

Lightship Intended
Implementation Date

BA-IP(s) shall be either the BA Tandem or the BA End Office.