

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



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January 15, 2004

Ken Hilton
CEO
WorldxChange Corp. d/b/a Acceris Communications Solutions d/b/a Acceris
Communications Partners
9775 Business Park Ave.
San Diego, CA 92131

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Hilton:

Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, MA 02110, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), WorldxChange Corp. d/b/a Acceris Communications Solutions d/b/a Acceris Communications Partners ("WorldxChange"), a Delaware corporation, with principal place of business at 9775 Business Park Ave., San Diego, CA 92131, wishes to adopt the terms of the Interconnection Agreement between Z-Tel Communications Inc. ("Z-Tel") and Verizon that was approved by the Massachusetts Department of Telecommunications and Energy (the "Commission") as an effective agreement in the Commonwealth of Massachusetts, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand WorldxChange has a copy of the Terms. Please note the following with respect to WorldxChange's adoption of the Terms.

1. By WorldxChange's countersignature on this letter, WorldxChange hereby represents and agrees to the following five points:

(A) WorldxChange adopts (and agrees to be bound by) the Terms of the Z-Tel/Verizon agreement for interconnection as it is in effect on the date hereof

after giving effect to operation of law, and in applying the Terms, agrees that WorldxChange shall be substituted in place of Z-Tel Communications Inc. and Z-Tel in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).

(C) Notice to WorldxChange and Verizon as may be required under the Terms shall be provided as follows:

To: WorldxChange Corp. d/b/a Acceris Communications
Solutions d/b/a Acceris Communications Partners

TSC Corporate Services Inc.
14 Scenic Drive
Dayton, NJ 08810
Telephone Number: 888-603-3300
Facsimile Number: 678-775-2254
Internet Address: sgale@tcsteam.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (D) WorldxChange represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only.
- (E) In the event that a voluntary or involuntary petition has been or is in the future filed against WorldxChange under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and WorldxChange's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of WorldxChange resulting from WorldxChange's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366. In the event that an interconnection agreement between Verizon and WorldxChange is currently in force in the Commonwealth of Massachusetts (the "Original ICA"), WorldxChange's adoption of the Terms (the "Amended and Restated Interconnection Agreement") shall be an amendment and restatement of, and replace in its entirety, the Original ICA. The Amended and Restated Interconnection Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. All monetary obligations of the parties to one another under the Original ICA shall remain in full force and effect and shall constitute monetary obligations of the parties under the Amended and Restated Interconnection Agreement; provided, however, in the event that WorldxChange is currently a debtor in an Insolvency Proceeding nothing contained herein shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in WorldxChange's Insolvency Proceeding into a post-petition claim or debt.
- (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Massachusetts (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to WorldxChange's adoption of the Terms. WorldxChange should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and

the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

2. WorldxChange's adoption of the Z-Tel Terms shall become effective on January 29, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of WorldxChange. The term and termination provisions of the Z-Tel/Verizon agreement shall govern WorldxChange's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 1, 2004.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of WorldxChange's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny WorldxChange's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to WorldxChange are greater than the costs of providing them to Z-Tel;
 - (b) if the provision of the Terms to WorldxChange is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to WorldxChange under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic,

traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should WorldxChange attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ *See, e.g.*, 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of WorldxChange to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

WORLDXCHANGE CORP. D/B/A ACCERIS COMMUNICATIONS SOLUTIONS
D/B/A ACCERIS COMMUNICATIONS PARTNERS

Ken Hilton, CEO

c: Michelle Miller – Verizon