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April 12, 2002

Mr. John B. Glicksman
Vice President and General Counsel
Adelphia Business Solutions
One North Main Street
Coudersport, PA 16915

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Glicksman:

Verizon North Inc., f/k/a GTE North Incorporated (“Verizon”), has received your letter stating that, pursuant to paragraph 31(a) of the BA/GTE Merger Conditions (“Merger Conditions”), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Adelphia Business Solutions Operations, Inc., Adelphia Business Solutions Investments, LLC, Adelphia Business Solutions of Pennsylvania, Inc, Adelphia Business Solutions Investments East, LLC, PECO Adelphia Communications, and Susquehanna Adelphia Business Solutions ("collectively Adelphia") wishes to provide services to customers in Verizon’s service territory in the Commonwealth of Pennsylvania by adopting the voluntarily negotiated terms of the Interconnection Agreement between Business Telecom of Virginia Inc. ("BTI") and Verizon Virginia Inc. f/k/a Bell Atlantic – Virginia, Inc. (“Verizon Virginia”) that was approved by the Virginia State Corporation Commission as an effective agreement in the Commonwealth of Virginia, as such agreement exists on the date hereof after giving effect to operation of law (the “Verizon Virginia Terms”).

I understand that Adelphia has a copy of the Verizon Virginia Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to Adelphia’s adoption of the Verizon Virginia Terms.

1. By Adelphia’s countersignature on this letter, Adelphia hereby represents and agrees to the following three points:

- (A) Adelphia agrees to be bound by and adopts in the service territory of Verizon, the Verizon Virginia Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon Virginia Terms, agrees that Adelphia shall be substituted in place of Business Telecom of Virginia Inc. and BTI in the Verizon Virginia Terms wherever appropriate.
- (B) Notice to Adelphia and Verizon as may be required or permitted under the Verizon Virginia Terms shall be provided as follows:

To Adelphia:

Attention: Terry J. Romine
Director, Legal and Regulatory Affairs
One North Main Street
Coudersport, PA 16915
Telephone Number: 814-260-3143
Facsimile Number: 814-274-8243
Internet Address: terry.romine@adelphia.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 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) Adelphia represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Verizon Virginia Terms will only cover services in the service territory of Verizon in the Commonwealth of Pennsylvania.

2. Adelphia's adoption of the Verizon Virginia Terms shall become effective on April 19, 2002. Verizon shall file this adoption letter with the Pennsylvania Public Utility Commission ("Commission") promptly upon receipt of an original of this letter, countersigned by an authorized officer of Adelphia. The term and termination provisions of the BTI/Verizon Virginia agreement shall govern Adelphia's adoption of the Verizon Virginia Terms. Adelphia's adoption of the Verizon Virginia Terms is currently scheduled to expire on June 10, 2003.
3. As the Verizon Virginia Terms are being adopted by Adelphia pursuant to the Merger Conditions, Verizon does not provide the Verizon Virginia Terms to Adelphia as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon Virginia Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon Virginia Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon Virginia Terms, or to seek review of any provisions included in these Verizon Virginia Terms as a result of Adelphia's election pursuant to the Merger Conditions.
4. For avoidance of doubt, please note that adoption of the Verizon Virginia 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 Remand 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, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon Virginia Terms.² Moreover, in light of the *FCC Remand Order*, even if the Verizon Virginia 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 Remand 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

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, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44.

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

³ See, e.g., 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. See, e.g., Merger Conditions ¶ 32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

⁴ *FCC Remand Order* ¶ 82.

5. Adelphia's adoption of the Verizon Virginia Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose Adelphia's adoption of the Verizon Virginia Terms at this time, subject to the following reservations and exclusions:
- (A) Verizon's standard pricing schedule for interconnection agreements in Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to Adelphia's adoption of the Verizon Virginia Terms. Adelphia should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon Virginia Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
 - (B) Adelphia's adoption of the Verizon Virginia Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements the Commonwealth of Pennsylvania and with applicable collective bargaining agreements.
 - (C) On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. The Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Verizon Virginia Terms may be void or unenforceable as a result of the Supreme Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the Supreme Court of the United States regarding the FCC's UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision

in the Verizon Virginia 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 Verizon Virginia Terms.

- (D) Terms, conditions and prices contained in tariffs cited in the Verizon Virginia Terms shall not be considered negotiated and are excluded from Adelphia's adoption.
 - (E) Adelphia's adoption does not include any terms that were arbitrated in the Verizon Virginia Terms.
6. Verizon reserves the right to deny Adelphia's adoption and/or application of the Verizon Virginia Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon Virginia Terms to Adelphia are greater than the costs of providing them to BTI;
 - (B) if the provision of the Verizon Virginia Terms to Adelphia is not technically feasible;
 - (C) if the Verizon Virginia Terms were negotiated between BTI and Verizon Virginia on or before June 30, 2000; and/or
 - (D) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
7. Should Adelphia attempt to apply the Verizon Virginia Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against Adelphia 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 Adelphia's adoption of the Verizon Virginia Terms shall in no way impair such rights of Verizon; and (ii) all rights of Adelphia resulting from Adelphia's adoption of the Verizon Virginia 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.

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

Sincerely,

VERIZON NORTH INC.

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

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

ADELPHIA BUSINESS SOLUTIONS OPERATIONS, INC.
ADELPHIA BUSINESS SOLUTIONS INVESTMENTS, LLC
ADELPHIA BUSINESS SOLUTIONS OF PENNSYLVANIA, INC
ADELPHIA BUSINESS SOLUTIONS INVESTMENT EAST, LLC
PECO ADELPHIA COMMUNICATIONS
SUSQUEHANNA ADELPHIA BUSINESS SOLUTIONS

By _____

Title _____

Attachment

c: Sherri D. Sebring – Verizon (w/out attachments)

**ABS does not necessarily agree with the introduction paragraph or paragraphs 3-6 above. Should Verizon attempt to apply the Verizon PA Terms in a manner that conflicts with the Verizon PA Terms, the Federal Communications Commission’s Memorandum Opinion and Order in CC Docket no. 98-184 (“FCC Merger Order”), or the Commission Order, ABS reserves its rights to seek appropriate legal and/or Equitable relief

AGREEMENT

Effective as of June 11, 2001

by and between

BUSINESS TELECOM OF VIRGINIA, INC.

and

**VERIZON VIRGINIA INC.
f/k/a BELLATLANTIC – VIRGINIA, INC.**

**FOR THE COMMONWEALTH OF
VIRGINIA**

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AGREEMENT

PREFACE

This Agreement ("Agreement") is effective as of June 11, 2001 (the "Effective Date"), between Business Telecom of Virginia, Inc. (BTI), a corporation organized under the laws of the Commonwealth of Virginia, with offices at 4300 Six Forks Rd., Raleigh, NC 27609 and Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Virginia with offices at 600 East Main Street, Richmond, VA 23261. Verizon and BTI may each sometimes be referred to as "Party" or "other Party", and jointly as "the Parties" in this Agreement.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and BTI hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part hereof this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be amended, waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party. The fact that a Tariff of one Party is incorporated into this Agreement shall not limit in any way the ability of the other Party to file a complaint regarding or otherwise contest the terms of that Tariff under Applicable Law.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until June 10, 2003 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either BTI or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by

providing written notice of termination at least ninety (90) days in advance of the date of termination.

- 2.3 If either BTI or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either BTI or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between BTI and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either BTI or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither BTI nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or SGAT.
- 2.5 If either BTI or Verizon provides notice of termination for default pursuant to this Section and Section 12, BTI and Verizon agree to abide by whatever transition of services process is required by Applicable Law or Commission order, if any. Nothing in this Agreement is intended to prevent BTI from selecting other terms than those set forth in this Agreement to the extent permitted by Section 252(i) of the Act and Applicable Law.

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Resale Attachment
- UNE Attachment
- Collocation Attachment
- 911 Attachment
- Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Virginia without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law (including, but not limited to, any applicable nondiscrimination and parity requirements) in the course of performing this Agreement.

- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable by a court or government agency of competent jurisdiction under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, a Party is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to the other Party hereunder, then the Providing Party may discontinue the provision of any such Service, payment or benefit. The Providing Party will provide thirty (30) days prior written notice to the other Party of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by Verizon, BTI shall provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

- 6.2 Assurance of payment of charges may be requested by Verizon if BTI (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon, (b) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to BTI by Verizon (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which BTI has complied with the notice and other provisions of Section 9.4), or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (a) a cash security deposit in U.S. dollars held by Verizon or (b) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to BTI in connection with this Agreement.
- 6.4 To the extent that Verizon elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 6.5 Interest will be paid on any such cash deposit held by Verizon in accordance with state requirements for end user deposits.
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to BTI in respect of any amounts to be paid by BTI hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit or cash deposit, upon request by Verizon, BTI shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as BTI has provided Verizon with such assurance of payment; provided, however, that Verizon shall give BTI a minimum of ten (10) business days to respond to a request for assurance of payment before invoking this paragraph.
- 6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve BTI from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, documents, reports, facilities and systems for the purpose of evaluating the accuracy of the Audited Party’s bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate net effect on billing of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party’s bills.
- 7.4 Audits shall be performed at the Auditing Party’s expense, provided that there shall be no charge for reasonable access to the Audited Party’s employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party’s bills.

8. Authorization

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 BTI represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 BTI Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as BTI has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Virginia. BTI shall not place any orders under this Agreement until it has obtained such authorization. BTI shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall 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. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely 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, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
- 10.1.2 Any forecasting information provided pursuant to this Agreement.
- 10.1.3 Customer information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service,

Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

10.1.3.1 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.3.2 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and

10.1.3.3 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.3.1 or 10.1.3.2 above.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the

Receiving Party free of any obligation of confidentiality and restriction on use;

- 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 10.4.4 was developed by the Receiving Party without the developing persons having access to any of the Confidential Information;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. 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.

12. Default

Either Party may terminate this Agreement or suspend the provision of any or all Services hereunder, in the event of a Default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged Default and that the defaulting Party does not cure the alleged Default within thirty (30) days of receipt of written notice thereof. Default is defined to include: (a) an initiation of bankruptcy or receivership proceedings by or against the Party; or (b) a Party's refusal or failure in any material respect properly to perform its obligations under this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party), or the violation of any of the material terms or conditions of this Agreement.

13. Discontinuance of Service by BTI

13.1 If BTI proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, BTI shall send written notice of such discontinuance to Verizon, and to the extent provided by Applicable Law, to the Commission, and each of BTI's Customers. BTI shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, BTI shall send such notice at least thirty (30) days prior to its discontinuance of service.

13.2 [Intentionally Left Blank]

13.3 Should a BTI Customer subsequently become a Verizon Customer, BTI shall provide Verizon with all information necessary for Verizon to establish service for the BTI Customer, including, but not limited to, the CLEC Customer's billed name, listed name, service address, and billing address, and the services being provided to the BTI Customer.

13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

- 14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance by it which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party, subject to the last sentence of Section 15.2. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement, nor shall a Force Majeure Event excuse Verizon from its obligations of non-discrimination and parity treatment of competitors under Applicable Law.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon reasonable request by Verizon, BTI shall provide to Verizon forecasts regarding the Services that BTI expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that BTI expects to purchase and the locations where such Services will be purchased.

17. Fraud

Each Party assumes responsibility for all fraud associated with its Customers and accounts. Neither Party is responsible for, nor is it required to investigate or make adjustments to the other Party's account in cases of fraud by Customers or other third parties. The Parties shall work cooperatively with one another in a commercially reasonable manner to investigate, minimize, and take corrective action in cases of fraud.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process:

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, except for a claim within the indemnification obligation of Section 20.1.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 BTI shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, BTI shall maintain the following insurance:

- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.2 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.3 Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of BTI's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of BTI.
- 21.3 BTI shall name Verizon, Verizon's Affiliates and the directors, officers and employees of Verizon and Verizon's Affiliates, as additional insureds on the foregoing insurance.
- 21.4 BTI shall, within two (2) weeks of the Effective Date hereof, on a semi-annual basis thereafter, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Contract Performance and Administration, Verizon Wholesale Markets, 600 Hidden Ridge, Irving, TX 75038.
- 21.5 BTI shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliated companies to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.
- 21.6 If BTI or BTI's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and BTI shall reimburse Verizon for the cost of the insurance.
- 21.7 Certificates furnished by BTI or BTI's contractors shall contain a clause stating: "Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, 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.
- 22.2 Except as stated in Section 22.4, 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 Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 BTI agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise BTI, directly or through a third party, of any such terms, conditions or restrictions that may limit any BTI use of a Service provided by Verizon that is otherwise permitted by this Agreement. At BTI's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow BTI to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. BTI shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement.

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
 - 25.5.1 under Sections 20, Indemnification or 41, Taxes.
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.

- 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for damages arising out of or resulting from a Party's willful or intentional conduct;
 - 25.5.5 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.6 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.5.7 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.
- 25.8 No reference in this Section 25 to a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate shall be construed as implying that any such Affiliate, director, officer or employee is subject to any duties, liabilities, or obligations under this Agreement.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. BTI and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 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, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

- 26.3 Interference or Impairment. If a Party (“Impaired Party”) reasonably determines that the services, network, facilities, or methods of operation, of the other Party (“Interfering Party”) will or are likely to interfere with or impair the Impaired Party’s provision of services or the operation of the Impaired Party’s network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days’ prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,
- 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.
- 26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon’s standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party’s facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party’s facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next business day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in

accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To BTI:

Attention: Anthony M. Copeland
General Counsel
Business Telecom, Inc.
4300 Six Forks Rd.
Raleigh, NC 27609
Telephone Number: (919) 863-7009
Facsimile Number: (919) 863-7079
Internet Address: tonyc@btitelecom.net

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

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next business day delivery, the next business day after the notice is sent, (c) where the notice is sent by First Class U.S. Mail, three (3) business days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, (e) where the notice is sent via facsimile telecopy, on the date set forth on the telecopy confirmation if sent on a business day before 5 PM in the time zone where it is received, or the next business day after the date set forth on the telecopy confirmation if sent on other than a business day or on any day after 5 PM in the time zone where it is received, and (f) where the notice is sent via electronic mail, on the date of transmission, if sent on a business day before 5 PM in the time zone where it is received, or the next business day after the date of transmission, if sent on other than a business day or on any day after 5 PM in the time zone where it is received.

30. Ordering and Maintenance

BTI shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for BTI to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, BTI shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

- 31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b).
- 31.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, or by any applicable order of the Commission, Verizon shall provide performance measurement results to BTI.
- 31.3 BTI shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for BTI Customers

- 32.1 BTI shall establish telephone numbers and mailing addresses at which BTI Customers may communicate with BTI and shall advise BTI Customers of these telephone numbers and mailing addresses.
- 32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a BTI customer, including, but not limited to, a BTI Customer request for repair or maintenance of a Verizon Service provided to BTI.

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 33.1.1 any prior interconnection or resale agreement between the Parties for the Commonwealth of Virginia pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and
 - 33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the Commonwealth of Virginia pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been

terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

- 33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

- 34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion. Nothing contained herein shall preclude BTI from truthfully representing orally to its customers upon their inquiry that Verizon is the underlying carrier for all or a particular part of its service.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

- 35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 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.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement and of the provisions of this Agreement resulting from such arbitration; (b) to appeal or otherwise seek the reversal of and changes in any Commission order conditioning the approval of this Agreement on the Parties' acceptance of changes to terms that they had previously negotiated; (c) to challenge the lawfulness of this Agreement and any provision of this Agreement; (d) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (e) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

- 37.2 [Intentionally Left Blank]

38. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement. Each Party shall be solely responsible for payments due its subcontractors.

39. 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.

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10, indemnification or defense (including, but not limited to, Section 20, or limitation or exclusion of liability (including, but not limited to, Section 25, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

- 41.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (b) the purchasing Party shall timely remit such Tax to the providing Party and (c) the providing Party shall timely remit such collected Tax to the applicable taxing authority.
- 41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with Section 41.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.
- 41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 41.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 41.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such uncollected Tax and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 41.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as

well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 41.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To BTI:
Anthony M. Copeland
General Counsel
Business Telecom, Inc.
4300 Six Forks Rd.
Raleigh, NC 27609

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, but subject to Section 28 regarding Notice of Network Changes, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate BTI's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. BTI shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State [Commonwealth] of [STATE]. Verizon shall be obligated to provide Services under this Agreement only within this territory.

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide BTI with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. If Verizon does not elect to terminate this Agreement as to the transferred operations, it will abide by any Applicable Law or Commission order, if any, relating to the disposition of this Agreement at the date of sale.

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. [Intentionally Left Blank]

46. 252(i) Obligations

- 46.1 To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act and Appendix D, Sections 30 through 32, of the Merger Order (“Merger Order MFN Provisions”).
- 46.2 If BTI wishes to exercise any rights it may have under Section 252(i), BTI shall provide written notice thereof to Verizon. Upon Verizon’s receipt of said notice, in accordance with Section 252(i), the Parties shall provide notice of BTI's intent to adopt in accordance with applicable Commission rules and procedures.
- 46.3 If BTI wishes to exercise any rights it may have under the Merger Order MFN Provisions, BTI shall provide written notice thereof to Verizon. Upon Verizon’s receipt of said notice, in accordance with the Merger Order MFN Provisions, the Parties shall provide notice of BTI's intent to adopt pursuant to the Merger Order MFN Provisions, in accordance with applicable Commission rules and procedures.
- 46.4 To the extent that the exercise by BTI of any rights it may have under Section 252(i) or the Merger Order MFN Provisions requires the rearrangement of Services by Verizon, BTI shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

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

50. [Intentionally Left Blank]

SIGNATURE PAGE

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

BUSINESS TELECOM OF VIRGINIA, INC.

VERIZON VIRGINIA INC., f/k/a
BELL ATLANTIC – VIRGINIA, INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title Vice President – Interconnection
Services Policy and Planning

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.4 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when used in the Principal Document the terms listed in this Glossary shall have the meanings stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth on this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.2 ADSL (Asymmetrical Digital Subscriber Line).

A transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.

2.3 Affiliate.

Shall have the meaning set forth in the Act.

2.4 Agent.

An agent or servant.

2.5 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.6 Automated Message Accounting (AMA).

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE that defines the industry standard for message recording.

2.7 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: 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.

2.8 Automatic Number Identification (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.9 Answer Supervision.

An off-hook supervisory signal.

2.10 Applicable Law.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.11 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.12 Basic Local Exchange Service.

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to Interexchange Carriers of the Customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

2.13 Bona Fide Request (BFR).

The process described in the UNE Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provides a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.14 Business Day.

Monday through Friday, except for holidays on which the U.S. mail is not

delivered.

2.15 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.16 Calendar Year.

January through December.

2.17 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.18 Central Office.

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

2.19 Central Office Switch.

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

2.20 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.21 CLEC (Competitive Local Exchange Carrier).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.22 CLLI Codes.

Common Language Location Identifier Codes.

2.23 Centralized Message Distribution System (CMDSD).

The billing record and clearing house transport system that ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

- 2.24 Commission.
Virginia State Corporation Commission.
- 2.25 Conversation Time.
The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 2.26 Calling Party Number (CPN).
A CCS parameter that identifies the calling party's telephone number.
- 2.27 CPNI (Customer Proprietary Network Information).
Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.
- 2.28 Cross Connection.
A jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.
- 2.29 Customer.
A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.
- 2.30 Dark Fiber.
A continuous fiber optic strand(s) between two hard termination points in an installed Verizon fiber optic cable that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.
- 2.31 Digital Signal Level.
One of several transmission rates in the time-division multiplex hierarchy.
- 2.32 Digital Signal Level 0 (DS0).
The 64kbps zero-level signal in the time-division multiplex hierarchy.
- 2.33 Digital Signal Level 1 (DS1).
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.34 Digital Signal Level 3 (DS3).
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.35 Effective Date.
Shall have the meaning set forth in the Preface of this Agreement.

- 2.36 EMI (Exchange Message Interface).
Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telcom Industry Solutions.
- 2.37 End Office Switch or End Office.
A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 2.38 Entrance Facility.
The facility between one Party's designated premises and the other Party's Wire Center serving that designated premises.
- 2.39 Exchange Access.
Shall have the meaning set forth in the Act.
- 2.40 FCC.
The Federal Communications Commission.
- 2.41 FCC Regulations.
The regulations duly and lawfully promulgated by the FCC, as in effect from time to time.
- 2.42 HDSL (High-Bit Rate Digital Subscriber Line).
A transmission technology that transmits up to a DS1 level signal, using any one of the following line codes: 2 Binary/1 Quaternary (2B1Q), Carrierless AM/PM, Discrete Multitone (DMT) or 3 Binary/1 Octal (3BO).
- 2.43 IDLC (Integrated Digital Loop Carrier).
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.
- 2.44 ILEC (Incumbent Local Exchange Carrier).
Shall have the meaning stated in the Act.
- 2.45 Inside Wire or Inside Wiring.
All wire, cable, terminals, hardware, and other equipment or materials on the customer's side of the Rate Demarcation Point.
- 2.46 Internet Traffic.

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

2.47 InterLATA Service.

Shall have the meaning set forth in the Act.

2.48 IntraLATA.

Telecommunications services that originate and terminate at points within the same LATA.

2.49 IP (Interconnection Point).

The point at which a Party who receives Local Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Local Traffic.

2.50 ISDN (Integrated Services Digital Network).

A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 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 (23B+D).

2.51 ISDN User Part (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.52 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

2.53 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.54 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.55 LERG (Local Exchange Routing Guide).

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

2.56 LIDB (Line Information Data Base).

One or all, as the context may require, of the Line Information databases owned individually by Verizon and other entities which provide, among other things,

calling card validation functionality for telephone line number cards issued by Verizon and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.57 Line Side.

An End Office Switch connection that provides transmission, switching and optional features suitable for Customers' connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.58 Local Traffic.

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 Verizon's then current local calling area (including non-optional local calling scope arrangements) as defined in Verizon's effective Customer Tariffs. A non-optional local calling scope arrangement is an arrangement that provides Customers a local calling scope (Extended Area Service, "EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scope traffic (i.e., traffic that under an optional rate package chosen by the Customer terminates outside of the Customer's basic exchange serving area). IntraLATA calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis are not considered Local Traffic. Local Traffic does not include any Internet Traffic.

2.59 Loop.

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. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.60 LSR (Local Service Request).

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.

2.61 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.62 MECAB (Multiple Exchange Carrier Access Billing).

Document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two

or more states within a single LATA.

2.63 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.64 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.65 Network Element.

Shall have the meaning stated in the Act.

2.66 NID (Network Interface Device).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

2.67 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "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 that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.68 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).Each NXX Code contains 10,000 station numbers.

2.69 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.70 PIU (Percent Interstate Usage).

A percentage calculated by dividing the number of minutes of interstate traffic by the total number of minutes of interstate and intrastate traffic. A factor that is used to determine the interstate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is developed from the measurement of calls in which the calling and called parties are not located within the same state.

2.71 PLU (Percent Local Usage).

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes of intrastate traffic. A factor that is used to determine the portion of Local Traffic minutes exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given local calling area or EAS area as defined in Verizon's effective Customer Tariff(s).

2.72 POI (Point of Interconnection).

The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

2.73 Port.

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

2.74 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments

2.75 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.76 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.77 Rate Center Area or Exchange Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that 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.

- 2.78 Rate Center Point.
- A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.
- 2.79 Rate Demarcation Point.
- The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.
- 2.80 Reciprocal Compensation.
- The arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.
- 2.81 Retail Prices.
- The prices at which a Telecommunications Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.
- 2.82 Routing Point.
- A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telecordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.
- 2.83 SCP (Service Control Point).
- The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 2.84 Service.
- Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.
- 2.85 (SONET) Synchronous Optical Network.

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

2.86 Signaling Point (SP).

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.87 SSP (Service Switching Point).

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific Customer services.

2.88 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and BTI currently utilize this out-of-band signaling protocol.

2.89 STP (Signal Transfer Point).

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. Verizon's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. Verizon STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

2.90 Subsidiary.

A corporation or other legal entity that is controlled by a Party. Controlled has the meaning used in the definition of Affiliate under the Act.

2.91 Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

2.92 Switched Access Summary Usage Data.

A category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

2.93 Switched Exchange Access Service.

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

2.94 Tandem Switch.

A switch 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 may be used to provide Switched Exchange Access Services. Nothing contained in this definition waives either Party's rights with respect to the interpretation or applicability of 47 CFR Section 51.711(a)(3).

2.95 Tariff.

2.95.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time; and

2.95.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service, and that is subject to the review (either on its own motion or upon filing of a complaint) of the FCC or the Commission.

The term "Tariff" does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.96 Telcordia Technologies.

The corporation formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC) and any successor entity performing this entity's functions of providing generic requirements for the telecommunications industry for products, services and technologies.

2.97 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.98 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.99 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.100 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.101 Toll Traffic.

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

2.102 Toxic or Hazardous Substance.

Toxic or Hazardous Substance means any substance designated or defined as toxic or hazardous under any "Environmental Law" or that pose a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.103 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.104 Universal Digital Loop Carrier (UDLC).

A form of subscriber Loop carrier system consisting of a Central Office terminal and a remote terminal located in the outside plant or customer premises. The Central Office and the remote terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and unbundled loops.

2.105 Unbundled Network Element (UNE).

A Network Element that Verizon is obligated to provide to CLECs on an unbundled basis pursuant to Applicable Law.

2.106 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an industry standard formula that is based on the vertical and horizontal coordinates of the two points.

2.107 Voice Grade.

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 "DS0" or "sub-DS1" may also be used.

2.108 Wire Center.

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

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

2. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity, for Telephone Exchange Service, Telephone Toll Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, in accordance with the requirements of Section 251(b)(3) of the Act.

3. Directory Assistance (DA) and Operator Services

- 3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access. Any unbranding or BTI branding provided under such agreement shall be conditioned on BTI's use of dedicated trunk groups and/or SS7 CIC-triggering for branding.
- 3.2 BTI shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

4. Directory Listing and Directory Distribution

To the extent required by Applicable Law, Verizon will provide directory services to BTI. Such services will be provided in accordance with the terms set forth herein.

4.1 Listing Information.

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

4.2 Listing Information Supply.

BTI shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each BTI Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. BTI shall also provide to Verizon on a daily basis, (a) information showing BTI Customers who have disconnected or terminated their service with BTI; and (b) delivery information for each non-listed or non-published BTI Customer to enable Verizon

to perform its directory distribution responsibilities. Verizon shall promptly provide to BTI, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a confirmation notice for accepted listings, or a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

Verizon shall include each BTI Customer's Primary Listing in the appropriate alphabetical directory (as well as additional optional White Page listings subject to Verizon's tariffs) and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such BTI Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of BTI's Customers, both primary and optional White Page listings subject to Verizon's tariff, shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. BTI shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for BTI's Customers. Other listings that are made available to Verizon customers (e.g., additional listings, non-published status, foreign listings, etc.) will be made available to BTI's Customers on terms and conditions consistent with the Act. Verizon will not require a minimum number of listings per order.

4.4 Verizon Information.

Upon request by BTI, Verizon shall make available to BTI the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to BTI, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual, and any other applicable directory listing criteria BTI will need to comply with Section 4.

4.5 Confidentiality of Listing Information.

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

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of BTI Customer listings. At BTI's request, Verizon shall provide BTI with a report of all BTI Customer listings (including optional White Page listings subject to Verizon's tariff) normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable

directory. Verizon shall process any corrections made by BTI with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Verizon will provide appropriate notice of applicable close dates via Verizon's website.

4.7 Indemnification.

BTI shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings provided that BTI is provided a copy of the Verizon listing standards and specifications manual upon BTI's request pursuant to Section 4.4. By providing Verizon with Listing Information, BTI warrants to Verizon that BTI has the right to provide such Listing Information to Verizon on behalf of its Customers. BTI will undertake commercially practicable and reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. BTI agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by BTI hereunder except for cases of willful misconduct by Verizon.

4.8 Liability.

Verizon's liability to BTI in the event of a Verizon error in or omission of a BTI Customer listing shall not exceed the amount to which Verizon would be liable to its own Customer for such error or omission. BTI agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to BTI's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable tariffs.

4.9 Service Information Pages.

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

4.10 Directory Publication.

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

4.11 Other Directory Services.

BTI acknowledges that if BTI desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

5. Information Services Traffic

- 5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation as Local Traffic under the Interconnection Attachment.
- 5.2 If a BTI Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by BTI, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless BTI has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from BTI's Customers, BTI shall pay to Verizon without discount the Voice Information Services provider charges. BTI shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.3 BTI shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event BTI exercises such option, BTI will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow BTI to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless BTI has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from BTI's Customers, BTI shall pay to Verizon without discount the Voice Information Services provider charges. BTI shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.4 For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from BTI Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, BTI shall either (a) pay to Verizon without discount the Voice Information Services provider charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges from BTI's Customers.
- 5.5 Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

- 5.6 In the event BTI exercises such option, BTI will establish, at its own expense, a dedicated trunk group to the Verizon Information Service serving switch. This trunk group will be utilized to allow BTI to route information services traffic originated on its network to Verizon.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to BTI, or from BTI to Verizon, 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 the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- 6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.
- 6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

7. Originating Line Number Screening (OLNS)

Upon request, Verizon will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

8. Operations Support Systems (OSS)

- 8.1 Definitions.
- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of BTI Usage Information to BTI pursuant to Section 8.1.3 below; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 below.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to BTI.

- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, BTI through or as a part of Verizon OSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a BTI Customer accessed by, or disclosed or provided to, BTI through or as a part of Verizon OSS Services; and, (b) any BTI Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, BTI.
 - 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “Verizon Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
 - 8.1.6 BTI Usage Information: The usage information for a Verizon Retail Telecommunications Service purchased by BTI under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.
 - 8.1.7 Customer Information: CPNI of a Customer, as defined by applicable federal and state regulations, and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.
- 8.2 Verizon OSS Services.
- 8.2.1 Upon request by BTI, Verizon shall provide to BTI, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.
 - 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of BTI.
- 8.3 BTI Usage Information.
- 8.3.1 Upon request by ** CLEC, Verizon shall provide to BTI, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), BTI Usage Information.
 - 8.3.2 BTI Usage Information will be available to BTI through the following:
 - 8.3.2.1 Daily Usage File on Data Tape.
 - 8.3.2.2 Daily Usage File through Network Data Mover (NDM).
 - 8.3.2.3 Daily Usage File through Centralized Message Distribution System (CMDS) (Former Bell Atlantic service areas only).

- 8.3.2.4 BTI Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 8.3.2.5 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 above will be issued each day, Monday through Friday, except holidays observed by Verizon.
- 8.3.3 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, BTI Usage Information will be provided to BTI shall be determined by Verizon.
- 8.4 Access to and Use of Verizon OSS Facilities.
 - 8.4.1 Verizon OSS Facilities may be accessed and used by BTI only to the extent necessary for BTI's access to and use of Verizon OSS Services pursuant to the Agreement.
 - 8.4.2 Verizon OSS Facilities may be accessed and used by BTI only to provide or to facilitate provisioning of Telecommunications Services to BTI Customers.
 - 8.4.3 BTI shall restrict access to and use of Verizon OSS Facilities to BTI. This Section 8 does not grant to BTI any right or license to grant sublicenses to other persons, or permission to other persons (except BTI's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.
 - 8.4.4 BTI shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for BTI's use under this Section 8.
 - 8.4.5 BTI shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes). Verizon shall provide BTI notice of applicable practices and procedures via Verizon's website and of changes to said practices and procedures via established change management processes.
 - 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by BTI only in connection with BTI's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by BTI as Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by BTI to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.
 - 8.4.7 BTI's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for BTI's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access

to or use of Verizon OSS Facilities by BTI's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 of this Attachment.

8.5 Verizon OSS Information.

- 8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to BTI a non-exclusive license to use Verizon OSS Information.
- 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, BTI shall acquire no rights in or to any Verizon OSS Information.
 - 8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) BTI Usage Information, (b) CPNI of BTI, and (c) CPNI of a Verizon Customer or a BTI Customer, to the extent the Customer has authorized BTI to use the Customer Information.
 - 8.5.2.2 Verizon OSS Information may be accessed and used by BTI only to provide Telecommunications Services to BTI Customers or to potential customers subject to the authorization(s) referenced in Section 8.5.2.1.
 - 8.5.2.3 BTI shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement. BTI retains the right to challenge any designation under this sub-section of particular information as "Confidential" or "Proprietary."
 - 8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to BTI any right or license to grant sublicenses to other persons, or permission to other persons (except BTI's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.
 - 8.5.2.5 BTI's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for BTI's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by BTI's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 above.
 - 8.5.2.6 BTI's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by BTI to provide Telecommunications Services to BTI Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.

8.5.2.7 All Verizon OSS Information received by BTI shall be destroyed or returned by BTI to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), BTI's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

8.5.3.1 Verizon shall have the right (but not the obligation) to audit BTI to ascertain whether BTI is complying with the requirements of Applicable Law and this Agreement with regard to BTI's access to, and use and disclosure of, Verizon OSS Information.

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

8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of BTI pursuant to Section 10 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 8.5.3.3 to enforce Verizon's rights under the Agreement or Applicable Law.

8.6 Liabilities and Remedies.

8.6.1 If BTI, or BTI's employees, agents or contractors breach, at any time, any of the provisions of Sections 8.4 or 8.5 above, and such breach continues for more than ten (10) days after receiving written notice thereof from Verizon, then Verizon shall have the right, upon one (1) day's notice to BTI, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 above and/or the provision of Verizon OSS Services, in whole or in part. Such suspension of BTI's license shall not be deemed to be the exclusive remedy for any such breach by BTI, or BTI's employees, agents or contractors, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47

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

8.8 Cooperation.

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

- 8.8.1 Upon request by Verizon, BTI shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which BTI anticipates submitting orders in each week of the next calendar month.
- 8.8.2 BTI shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.
- 8.8.3 BTI shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to BTI Customers.

- 8.9.1 Verizon shall have the right to access, use and disclose information related to BTI Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the BTI Customer in the manner required by Applicable Law.
- 8.9.2 Upon request by Verizon, BTI shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to BTI's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to BTI Customers (as authorized by the applicable BTI Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 Verizon Pre-OSS Services.

- 8.10.1 As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to BTI prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to BTI. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.

- 8.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of BTI, subject to established change management processes.
- 8.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.
- 8.10.4 The provisions of Sections 8.4 through 8.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 above to Verizon OSS Information shall be deemed to include information made available to BTI through Verizon Pre-OSS Services.
- 8.10.5 BTI acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time, subject to established change management processes.

8.11 Cancellations.

Verizon may cancel orders for service on which BTI has not taken any required activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).

9. Poles, Ducts, Conduits and Rights-of-Way

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

10. Telephone Numbers

- 10.1 This Section applies in connection with BTI Customers served by Telecommunications Services provided by Verizon to BTI for resale or a Local Switching Network Element provided by Verizon to BTI.
- 10.2 BTI's use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time, provided such practices and procedures are are provided to BTI upon BTI's request. BTI reserves the right to challenge Verizon's practices and procedures for use and assignment of telephone numbers.

- 10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Verizon or BTI who is served by a Verizon Telecommunications Service (“VTS”) or a Verizon Local Switching Network Element (“VLSNE”) changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to BTI, from BTI to Verizon, or from BTI to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.
- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to CLEC for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS or VLSNE provided by Verizon to BTI under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a BTI switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, BTI, or Telecommunications Carriers other than Verizon and BTI.
- 10.6 BTI may reserve telephone numbers only to the extent Verizon’s Customers may reserve telephone numbers.

INTERCONNECTION ATTACHMENT

1. General

Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access.

2. Points of Interconnection (POI) and Trunk Types

2.1 Points of Interconnection ("POI").

2.1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

2.1.2 BTI may specify any of the following methods for interconnection with Verizon:

2.1.2.1 a Collocation node BTI has established at the Verizon Wire Center (Verizon-IP) pursuant to the Collocation Attachment; and/or

2.1.2.2 a Collocation node that has been established separately at the Verizon Wire Center (Verizon-IP) by a third party with whom BTI has contracted for such purposes; and/or

2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the BTI POI to the Verizon-IP.

2.1.3 Verizon may specify any of the following methods for interconnection with BTI:

2.1.3.1 interconnection at a Collocation node that BTI has established at the Verizon Wire Center (Verizon-IP) pursuant to the Collocation Attachment; and/or

2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon Wire Center (Verizon-IP) by a third party and that is used by BTI; and/or

2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon has established at the BTI-IP ; and/or

2.1.3.4 an Entrance Facility leased from BTI (and any necessary multiplexing), from the Verizon POI to the BTI-IP.

2.2 Trunk Types.

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:
- 2.2.1.1 Local Interconnection Trunks for the transmission and routing of Local Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers pursuant to Section 252(c)(2) of the Act, Tandem Transit Traffic, and, Internet Traffic, all in accordance with Sections 5 through 7 of this Attachment;
 - 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between BTI Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 8 through 10 of this Attachment; and
 - 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).
- 2.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed. Unless otherwise mutually agreed, it will be presumed that all Local Interconnection Trunks will be Two-Way, assuming the Parties agree to mutually agreeable terms and conditions governing Two-Way trunks.
- 2.2.4 In the event the traffic volume between a Verizon End Office and the BTI POI, which is carried by a Final Tandem Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new End Office One-Way local Interconnection Trunk groups between the Verizon End Office and the POI; or, (b) if Two-Way Local Interconnection Trunks are used, then BTI shall promptly submit an ASR to Verizon to establish new End Office Two-Way Local Interconnection Trunk groups between that Verizon End Office and the POI

2.3 One Way Interconnection Trunks.

- 2.3.1 BTI shall provide its own facilities or purchase transport for the delivery

of traffic to any Collocation arrangement it establishes at a Verizon-IP pursuant to the Collocation Attachment.

- 2.3.2 BTI may order from Verizon any of the interconnection methods specified above in accordance with the rates and charges, order intervals, and other terms and conditions in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.
- 2.3.3 Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a BTI-IP.
- 2.3.4 Verizon may order from BTI any of the Interconnection methods specified above in accordance with the rates and charges, order intervals and other terms and conditions, set forth in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.
- 2.3.5 The publication "Telcordia 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 Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.
- 2.3.6 If a Party elects to provision its own One Way trunks, that Party will be responsible for the expense of providing such trunks for the delivery of Local Traffic and IntraLATA toll traffic to the other Party's IP.

2.4 Two-Way Interconnection Trunks.

- 2.4.1 Where the Parties have agreed to use Two Way Local Interconnection Trunks, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, BTI shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Local Interconnection Trunks and the interface specifications at the Point of Interconnection (POI).
- 2.4.2 Two-Way Local Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI.
- 2.4.3 On a semi-annual basis, BTI shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that BTI anticipates that Verizon will need to provide during the ensuing two (2) year period. BTI's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local

Interconnection Trunks.

- 2.4.5 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.6 With respect to End Office Two-Way Local Interconnection Trunks, both Parties shall use an economic CCS equal to five (5).
- 2.4.7 Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and BTI shall engineer Two-Way Local Interconnection Trunks using national standards.
- 2.4.8 BTI shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. BTI shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. BTI shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. Notwithstanding the foregoing, the Parties may mutually agree that BTI may provide Local Interconnection Trunks, and will then establish mutually agreeable procedures for ordering and provisioning.
- 2.4.9 Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group and BTI has not notified Verizon that it has corrected such blocking, Verizon may submit to BTI a Trunk Group Service Request directing BTI to remedy the blocking. Upon receipt of a Trunk Group Service Request, BTI will complete an ASR to augment the Two-Way Local Interconnection Group with excessive blocking and submit the ASR to Verizon within five (5) business days.
- 2.4.10 Any Tandem Two-Way Local Interconnection Trunk group between the BTI's POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Local Interconnection Trunk group exceeds the 240 trunk level at any time, BTI shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Local Interconnection Trunk group does not exceed the 240 trunk level.
- 2.4.11 Upon request, BTI will submit a written report to Verizon each month setting forth trunk utilization information and percentages. BTI will calculate utilization percentages by using a traffic data analysis system specified by Verizon, industry standard study periods and a time consistent busy hour..

- 2.4.12 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. BTI will promptly augment all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, BTI will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event BTI fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill BTI for the excess Local Interconnection Trunks at the applicable rates provided for in the Pricing Attachment.
- 2.4.13 The performance standard on final Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.14 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and BTI's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.4.15 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI.
- 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.
- 2.4.17 BTI will route its traffic to Verizon over the End Office and TandemTwo-Way Local Interconnection Trunks in accordance with SR-TAP192, including but not limited to those standards requiring that a call from BTI to a Verizon End Office will first be routed to the End Office Local Interconnection Trunk group between BTI and the Verizon End Office.
- 2.4.18 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks.. BTI will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to BTI's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on BTI's side of BTI's-IP, which charges shall be solely the financial responsibility of BTI. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be

apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the BTI-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on BTI's side of the BTI-IP, BTI shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.4.18, if BTI fails to provide IPs in accordance with Section 7.1, BTI will be responsible for one hundred percent (100%) of all recurring and non-recurring charges attributable to that portion of Two-Way Local Interconnection Trunk groups located outside the Rate Center boundary until BTI establishes such IPs.

3. Alternative Interconnection Arrangements

- 3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a fiber meet arrangement, which may include, but is not limited to, a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the BTI location shall be designated as the POI for both Parties.
- 3.2 The establishment of any fiber meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, 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 fiber meet arrangement.
- 3.3 Except as otherwise agreed by the Parties, fiber meet arrangements shall be used only for the termination of Local Traffic, Internet Traffic, and IntraLATA Toll Traffic.

4. Initiating Interconnection

- 4.1 If BTI determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, BTI shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.2 The notice provided in Section 5.1 shall include (a) the initial Routing Point(s); (b) the applicable BTI-IPs to be established in the relevant LATA in accordance with this Agreement; (c) BTI's intended Interconnection activation date; and (d) a forecast of BTI's trunking requirements conforming to Section 14.3; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) business days of Verizon's receipt of BTI's notice provided for in Section 4.1, Verizon and BTI shall confirm the Verizon-IP(s), the BTI-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Local Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, BTI shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Local Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the DS-3 Intermediate Hub is not used, then BTI shall pay 100% of the facility charges for the Two-Way Local Interconnection Trunks.

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

5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment .

5.2.5 Switching System Hierarchy and Trunking Requirements. For purposes of routing BTI traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to BTI, the subtending arrangements between BTI Tandem Switches and BTI End Office Switches shall be the same as the Tandem/End Office subtending arrangements which BTI maintains for the routing of its own or other carriers' traffic.

5.2.6 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 the Unbundled Network Element Attachment or applicable access tariff.

5.2.7 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 13.1.

6. Trunking Measurement and Billing over Local Interconnection Trunks

- 6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Local Interconnection Trunks.
- 6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.
- 6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic except Internet Traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic; provided, however, that if the originating Party provides written certification acceptable to the receiving Party that all or any portion of the calls on which CPN is not passed constitutes Local Traffic, then the receiving Party shall bill its Local Traffic call completion rate for all calls that the originating Party has certified to be Local Traffic.
- 6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN and/or other call detail information to classify traffic delivered over Local Interconnection Trunks by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each relevant minute of Traffic for which CPN is passed, as provided in the Pricing Attachment and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. However, if the receiving Party is able to determine, through commercially reasonable sampling of CPN and/or other call detail information received with the originating Party's traffic, that the originating Party's actual usage is inconsistent with its reported PIU and PLU factors, the receiving Party may require the originating Party to revise its PIU and PLU factors within the next standard updating period, but no later than quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to BTI exceeds three times the amount of traffic that BTI delivers to Verizon as Local Traffic ("3:1 ratio"), then the amount of traffic that

Verizon delivers to BTI in excess of such 3:1 ratio shall be presumed to be Internet Traffic and not subject to the Local Traffic call completion rate (Reciprocal Compensation).

7. Reciprocal Compensation Arrangements – Pursuant to Section 251(b)(5)

7.1 Local Traffic Reciprocal Compensation Interconnection Points

7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points (“IPs”) from which BTI will provide transport and termination of Local Traffic (and hand off and delivery of other traffic types which may be routed over Local Interconnection Trunks pursuant to Section 2.2.1.1) to its Customers (“BTI-IPs”) shall be as follows:

7.1.1.1 For each LATA in which BTI requests to interconnect with Verizon, except as otherwise agreed by the Parties, BTI shall establish a BTI IP in each Verizon Rate Center Area (or Exchange Area) where BTI chooses to assign telephone numbers to its Customers. BTI shall establish such BTI-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section 2 of this Attachment.

7.1.1.2 At any time that BTI establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which BTI is interconnected or requesting interconnection with Verizon, either Party may request in writing that such BTI Collocation site be established as the BTI-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such BTI-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) BTI shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from BTI or a third party), from the originating Verizon End Office to the receiving BTI-IP.

7.1.1.3 Existing Interconnection Arrangements

In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, BTI may maintain existing IPs, except that Verizon may request in writing to transition such BTI-IPs to the BTI-IPs described in subsections 7.1.1.1 and 7.1.1.2, above. Upon such request, the Parties shall negotiate a mutually satisfactory arrangements for the transition to IPs that conform to subsections 7.1.1.1 and 7.1.1.2, above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) BTI shall bill and Verizon

shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from BTI or a third party), from Verizon's originating End Office to the BTI IP.

- 7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Local Traffic to its Customers ("Verizon-IPs") shall be as follows:
 - 7.1.2.1 For Local Traffic delivered by BTI to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem Wire Center.
 - 7.1.2.2 For Local Traffic delivered by BTI to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office Wire Center.
- 7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such BTI-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then BTI shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the BTI-IP, to the extent such physical Interconnection is technically feasible.
- 7.1.4 Each Party is responsible for delivering its Local Traffic that is to be terminated by the other Party to the other Party's relevant IP.
- 7.2 The Parties shall compensate each other for the transport and termination of Local Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the BTI-IP for traffic delivered by Verizon for termination by BTI, and at the Verizon-IP for traffic delivered by BTI for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Local Traffic delivered to the Verizon-IP by BTI or the BTI-IP by Verizon. When such Local Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.
- 7.3 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section, but instead shall be treated as described or referenced below:
 - 7.3.1 Tandem Transit Traffic shall be treated as specified in Section 11.

- 7.3.2 For any traffic originating with a third party carrier and delivered by one Party to the other Party, the originating third party shall pay the terminating Party the same amount that such third party carrier would have been obligated to pay the terminating Party for termination of that traffic at the location where the traffic is delivered to the terminating Party by the originating third party.
- 7.3.3 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 9.
- 7.3.4 No Reciprocal Compensation shall apply to Internet Traffic. If the amount of traffic (excluding intraLATA Toll Traffic) that Verizon delivers to BTI exceeds three times the amount of traffic that BTI delivers to Verizon as Local Traffic ("3:1 ratio"), then the amount of traffic that Verizon delivers to BTI in excess of such 3:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation. The Parties acknowledge that, on April 27, 2001, the FCC released its Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131 ("ISP Order"). The Parties further acknowledge that this Agreement was drafted prior to the ISP Order's effective date, and that this Agreement may be executed by the Parties and/or filed with the Commission prior to the effective date of such order. The Parties expressly agree that, regardless of when this Agreement is executed and/or filed with the Commission, to the extent applicable, compensation between the Parties for the exchange of Internet Traffic, if any, shall be governed by the ISP Order as of the effective date of such order.
- 7.3.5 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.3.6 IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be treated in accordance with an arrangement mutually agreed to by the Parties.
- 7.3.7 Any other traffic not specifically addressed in this Section shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 7.4 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.
- 7.5 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

8. Transmission and Routing of Exchange Access Traffic

8.1 Scope of Traffic.

Section 8 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between BTI Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where BTI elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

8.2 Access Toll Connecting Trunk Group Architecture.

- 8.2.1 If BTI chooses to subtend a Verizon access Tandem, BTI's NPA/NXX must be assigned by BTI to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.
- 8.2.2 BTI shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from BTI's Customers.
- 8.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office BTI utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.
- 8.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow BTI's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

9. Meet-Point Billing Arrangements

- 9.1 BTI and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Verizon access 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 Verizon's applicable Tariffs. The arrangements described in this Section 9 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a access Tandem Switch that is provided by Verizon.
- 9.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Routing Point/Verizon Serving Wire Center combinations.
- 9.3 Interconnection for the MPB arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 9.4 BTI and Verizon 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.

- 9.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:
- 9.5.1 "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.
 - 9.5.2 "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from the same Tariff.
 - 9.5.3 "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bill to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.
 - 9.5.4 "Single Bill/Multiple 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 service from its own Tariff.

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. [BA] Alternatively, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the 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.

- 9.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 9.15.
- 9.7 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 Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 9.8 Verizon shall provide BTI with the Switched Access Detail Usage Data (EMI 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.
- 9.9 BTI shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its

rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

- 9.10 All usage data to be provided pursuant to Sections 9.8 and 9.9 shall be sent to the following addresses:

To BTI:

Pamela Schaad
Vice President of Information Services
Business Telecom, Inc.
4300 Six Forks Road
Raleigh, North Carolina 27609

For Verizon (Former BA service area):

New York State Access Pool
C/O ACM, Inc.
120 Erie Blvd.
Schenectady, N.Y. 12305
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

- 9.11 BTI and Verizon 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 arrangements described in this Section 9. 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.
- 9.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within 30 calendar days of the receipt of the original data. The other party shall attempt to correct the error and resubmit the data within (ten) 10 business days of the notification. In the event the errors cannot be corrected within such (ten) 10 business day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, 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.
- 9.13 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 Section 4.4 of the General Terms and Conditions 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.
- 9.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. MPB will apply for all

traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

- 9.15 In the event BTI determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable BTI to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the BTI Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{BTI Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

where:

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

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

- 9.16 BTI shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of BTI's delivery of notice to Verizon, Verizon and BTI shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

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

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

- 10.1 This Section applies to toll free service access code calls that have been queried to an "800" database to Verizon ("Queried Toll Calls").

10.1.1 When BTI delivers Queried Toll Calls to Verizon for further delivery to an IXC, BTI shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 9 above and BTI shall bill the IXC the BTI query charge associated with the call.

10.1.2 When BTI delivers Queried Toll Calls to Verizon for further delivery to a toll free service access code service provider in the LATA (e.g., Verizon or another LEC), BTI shall provide an appropriate EMI record to the toll free service access code service provider. BTI will assess the toll free service access code service provider the BTI query charge and the BTI Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable. When applicable, Verizon shall assess the toll free service access code service provider Verizon's applicable Tandem Transit Service charges and associated passthrough charges.

10.1.3 When Verizon delivers Queried Toll Calls to BTI that have been originated either by Verizon or another LEC, and BTI is acting as a toll free service access code service provider, Verizon shall provide an appropriate EMI record to BTI. Verizon shall bill BTI the Verizon query charge associated with the call as specified in the Pricing Attachment and Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges, as applicable.

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

10.2.1 If BTI chooses Verizon to handle toll free service access code (e.g., 800/888/877) ("800") database queries from BTI's central office switches, all BTI originating 800 traffic will be routed over a separate 800 trunk group. The 800 trunk group will be one-way from BTI to Verizon. Verizon will perform the query and route the call appropriately.

10.2.2 When the 800 call is routed to an IXC, Verizon will query the call and route the call to the appropriate IXC. Verizon shall provide an appropriate EMI record to BTI to facilitate billing to the IXC, and shall bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

10.2.3 When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider. Verizon shall provide an appropriate EMI record to BTI to facilitate billing to the LEC toll free service access code service provider and shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

10.3 Verizon will not direct unqueried toll free service access code calls to BTI.

11. Tandem Transit Traffic

11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on BTI's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which BTI delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

11.2 Tandem Transit Traffic Service provides BTI with the transport of Tandem Transit Traffic as provided below.

11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 3 through 6. BTI shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.

- 11.4 BTI shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office.
- 11.5 BTI shall pay Verizon for Transit Service that BTI originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.
- 11.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.
- 11.7 If or when a third party carrier's Central Office subtends a BTI Central Office, then BTI shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to BTI as defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a BTI Central Office ("Reciprocal Tandem Transit Service"). BTI shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 11.
- 11.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

12. Number Resources, Rate Centers and Routing Points

- 12.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Routing Points corresponding to such NXX codes.
- 12.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 12.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, BTI shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area, in all areas where Verizon and BTI service areas overlap. BTI shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 12.4 BTI shall designate one location for each Rate Center Area in which the BTI has established NXX code(s) as the Routing Point for the NPA-NXXs associated with

that Rate Center. Such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. A single Routing Point may be designated for NPA-NXXs associated with one or more Rate Center(s). Unless specified otherwise, calls to subsequent NXXs of BTI will be routed in the same manner as calls to BTI's initial NXXs.

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

13. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

13.1 Joint Network Implementation 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.

13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01.

13.1.2 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;

13.1.3 disaster recovery provision escalations;

13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and

13.1.5 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.

13.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 13.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

13.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, BTI shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for BTI-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

13.3.1 Initial Forecasts/Trunking Requirements. To the extent BTI does not have interconnection trunking established with Verizon, Verizon’s trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom BTI decides to market its services. Verizon will, as an initial matter, provide the same number of trunks to terminate Local Traffic to BTI as BTI provides to terminate Local Traffic to Verizon. Verizon will be largely dependent on BTI to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. At Verizon’s discretion, when BTI expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks BTI requests; provided, however, that in all cases Verizon’s provision of the forecasted number of trunks to BTI is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and BTI’s previous forecasts have proven to be reasonably reliable and accurate.

13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at BTI’s suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon 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, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold BTI financially responsible for the excess facilities.

13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that BTI suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold BTI financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, BTI may request that Verizon disconnect trunks to meet a revised forecast. In such

instances, Verizon may hold BTI financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected; provided, that such disconnects occurred within Verizon's standard intervals.

14. Number Portability - Section 251(B)(2)

14.1 Scope.

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

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

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

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. After Party B has received a letter of agency (LOA) from an end user customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

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

14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

- 14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.
- 14.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration.

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

14.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 14.4. The Parties shall provide INP on a reciprocal basis.

- 14.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's

End Office. Party B shall provide Party A with an appropriate "forward-to" number.

- 14.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by BTI.
- 14.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.
- 14.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grandfathered, subject to Section 14.4.5, below.
- 14.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to LNP by 12/31/00 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.
- 14.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.
- 14.4.7 When, through no fault of Verizon's, all INP have not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to the CLEC at the tariff rate(s) for the subject jurisdiction.

14.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC rules.

- 14.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a BFR to the Party A. Party A respond to the Party B, within ten (10) days of receipt of the BFR, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the

procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

- 14.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 14.5.

RESALE ATTACHMENT

1. General

Verizon shall provide to BTI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act and 47 CFR 51.601 through 51.617), Verizon's Telecommunications Services for resale by BTI; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to BTI only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to BTI to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by BTI under this Resale Attachment only for the purpose of resale by BTI as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by BTI for other purposes (including, but not limited to, BTI's own use) must be purchased by BTI pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 BTI shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon Telecommunications Service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) which resale restriction is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by BTI to comply with this Section 2.2, BTI shall take those actions required by Applicable Law to determine the eligibility of BTI Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. BTI shall indemnify Verizon from any Claims resulting from BTI's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm BTI's conformity to the provisions of this Section 2.2. Such audits may be performed once per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

- 2.3 BTI shall be subject to the same limitations that apply to Verizon's Customers with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 BTI shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to BTI Customers.

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to BTI for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 In accordance with 47 CFR 51.613, Verizon shall provide to BTI at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions or promotional rates are of a duration of more than ninety (90) days.
- 3.3 Except as otherwise required by Applicable Law, and subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of BTI.
- 3.4 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to BTI for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by BTI.

4. Responsibility for Charges

BTI shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.

- 5.1.2 Verizon shall have access at all reasonable times to BTI Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing Verizon's facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. BTI shall, at BTI's expense, obtain any rights and authorizations necessary for such access.
 - 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by BTI or BTI Customers for use with Verizon Telecommunications Services.
- 5.2 Branding.
- 5.2.1 Except as stated in Section 5.2.2, in providing Verizon Telecommunications Services to BTI, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to BTI to use Verizon's Marks.
 - 5.2.2 To the extent required by Applicable Law, upon request by BTI and at prices, terms and conditions to be negotiated by BTI and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by BTI's trade name, or that are not identified by Verizon trade name, trademark or service mark.
 - 5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, BTI will be responsible for entering into a direct contractual arrangement with the third-party contractor at BTI's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by BTI for resale with BTI's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Verizon Operator Services or Verizon Directory Assistance Services purchased by BTI for resale.

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General

- 1.1 Verizon shall provide to BTI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law (including, but not limited to, any applicable nondiscrimination and parity requirements), access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to BTI only to the extent required by Applicable Law and may decline to provide UNEs or Combination to BTI to the extent that provision of such UNEs or Combination are not required by Applicable Law. In no event shall this Agreement limit BTI's ability to purchase any services that may be offered out of a Verizon UNE Tariff.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination, including, but not limited to, a loop and transport combination ("EELs"), pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. BTI shall not directly or through a third party (e.g., BTI's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a UNE or a Combination that Verizon would not otherwise have an obligation to provide. For example, BTI shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing UNEs or Combination desired by BTI are not available in order to permit BTI to subsequently convert the Telecommunications Services to the UNEs or Combinations desired by BTI.
- 1.3 BTI may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to BTI. Without limiting the foregoing, BTI may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to BTI in order to allow BTI to provide such Exchange Access services. Combinations of any sort set forth in any of Verizon's Tariffs, however, shall not limit the combinations that are available under this Agreement.
- 1.4 Notwithstanding any other provision of this Agreement:
- 1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to BTI as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination 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, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.

- 1.4.2 Verizon shall provide to BTI access to advanced intelligent network services. Verizon shall not be obligated to provide to BTI access to an advanced intelligent network service that, pursuant to FCC Rule 51.317(a), qualifies for proprietary treatment.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to BTI, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to BTI. If Verizon terminates its provision of a UNE or a Combination to BTI pursuant to this Section 1.5 and BTI elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with BTI to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of BTI; and, (b) BTI shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.
- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to BTI on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, BTI shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to BTI's Collocation node by means of a Cross Connection. As set forth above, the Parties agree that Collocation currently is the only technically feasible method by which BTI can obtain access to Verizon's UNEs. However, should BTI later believe that other methods of accessing such UNEs have become technically feasible, and Verizon is otherwise required by Applicable Law to allow BTI to use such other methods of access, the Parties agree to meet, upon BTI's written request, to negotiate in good faith terms and conditions governing such other technically feasible methods of access and, if necessary, to amend this Agreement accordingly.
- 1.8 If as the result of BTI Customer actions (i.e., Customer Not Ready ("CNR")) and through no fault of Verizon, Verizon cannot complete requested work activity when a technician has been dispatched to the BTI Customer premises, BTI will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

2. Verizon's Provision of UNEs

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide BTI access to the following:

- 2.1 Loops, as set forth in Section 3;
- 2.2 Line Sharing, as set forth in Section 4;

- 2.3 Line Splitting, as set forth in Section 5;
- 2.4 Sub-Loops, as set forth in Section 6;
- 2.5 Inside Wire, as set forth in Section 7;
- 2.6 Dark Fiber, as set forth in Section 8;
- 2.7 Network Interface Device, as set forth in Section 9;
- 2.8 Switching Elements, as set forth in Section 10;
- 2.9 Interoffice Transmission Facilities, as set forth in Section 11;
- 2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12;
- 2.11 Operations Support Systems, as set forth in Section 13; and
- 2.12 Other UNEs in accordance with Section 14.

The sections referenced in the foregoing contain the terms and conditions applicable to Verizon's current UNE product offerings to CLECs. However, should Verizon later develop different or additional UNE product offerings not covered by this Agreement, and Verizon is otherwise required by Applicable Law to provide such different or additional UNE products to BTI, the Parties agree to meet, upon BTI's written request, to negotiate in good faith terms and conditions governing such different or additional UNE products and, if necessary, to amend this Agreement accordingly.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow BTI to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Section 3. Verizon shall allow BTI access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 3.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Bell Atlantic TR-72565, as may be revised from time-to-time to comply with industry standards. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as may be revised from time-to-time to comply with industry standards.
- 3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Bell Atlantic TR-72570, as may be revised from time-to-time to comply with industry standards.

- 3.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 and Verizon TR 72575 (as TR 72575 may be revised from time-to-time to comply with industry standards). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.
- 3.4 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as may be revised from time-to-time to comply with industry standards, must be met.
- 3.5 “2-Wire HDSL-Compatible Loop” 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 Verizon TR 72575, Issue 2, as may be revised from time-to-time to comply with industry standards, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. BTI may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.
- 3.6 “4-Wire HDSL-Compatible Loop” 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 Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.7 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 may be revised from time-to-time to comply with industry standards).
- 3.8 “2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

- 3.9 “2-Wire SDSL-Compatible Loop”, is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3), which is in draft format today. This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.10 “4-Wire 56 kbps Loop” is 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 data port transport capability. Verizon shall provide 4-Wire 56 kbps Loops to BTI in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as may be revised from time-to-time to comply with industry standards.
- 3.11 “DS-3 Loops” will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon’s TR72575 as revised from time to time).
- 3.12 “Digital Designed Loops” are comprised of Loops that meet specific BTI requirements for metallic Loops (typically, but not necessarily, metallic Loops over 18k ft.) or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. “Digital Designed Loops” may include requests for:
- 3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
 - 3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
 - 3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
 - 3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
 - 3.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
 - 3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap.

- 3.13 Verizon shall make Digital Designed Loops available to BTI at the rates as set forth in the Pricing Attachment.
- 3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:
- 3.14.1 BTI shall place orders for Digital Designed Loops 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.
- 3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to BTI, consistent with the FCC's UNE Remand Order (FCC 99-238), as the process is completed in each Central Office. BTI must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.
- 3.14.3 If the Loop is not listed in the electronic database described in Section 3.14.2 (i.e., in those cases where Verizon does not provide electronic prequalification to itself or to a Verizon affiliate), BTI must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, BRI ISDN, or other Digital Designed Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- 3.14.4 If a query to the electronic loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), BTI may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.
- 3.14.5 If BTI submits a service order for an ADSL, HDSL, SDSL, IDSL, BRI ISDN, or other Digital Designed Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on an electronic or manual basis. If BTI submits a service order for an ADSL, HDSL, SDSL, IDSL, BRI ISDN, or Digital Designed Loop that is, in fact, not compatible with such services in its existing condition, Verizon will, in the same interval that Verizon provides to itself or a Verizon affiliate, respond back to BTI with a "Nonqualified" indicator and with the information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap). Verizon shall not bill BTI for charges associated with processing a service order in cases where Verizon's prequalification process incorrectly represents the technical parameters

of the Loop.

- 3.14.6 Where BTI has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, BRI ISDN, or other high capacity service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if BTI is already aware of the conditioning required (e.g., where BTI has previously requested a qualification and has obtained loop characteristics), BTI may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14, upon receipt of BTI's valid, accurate and pre-qualified service order for a Digital Designed Loop.
- 3.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning and installation problems. In general, where conditioning or loop extensions are requested by BTI, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
- 3.15.1 Three (3) Business Days will be required following receipt of BTI's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- 3.15.2 Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by BTI. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.
- After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.
- 3.16 If BTI requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If BTI cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, and if Verizon completed the Loop analysis in accordance with the intervals set forth in Section 3.15, BTI shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If BTI cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, and if Verizon completed the loop analysis and started construction work in accordance with the intervals set forth in Section 3.15, BTI shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.
- 3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.
- 3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to BTI Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to BTI:

- 3.17.1.1 Coordinated cutover charges shall apply to Loop conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If BTI does not request a coordinated cutover, Verizon will process BTI's order as a new installation subject to applicable standard provisioning intervals.
- 3.17.1.2 BTI shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from BTI the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, BTI and Verizon shall mutually agree on a New Conversion Time, as defined below. BTI shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide BTI the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.17.1.3 BTI shall provide dial tone at the BTI Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
 - 3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from BTI, so long as BTI or its agent is not directly at fault for the rescheduling; and
 - 3.17.1.5.2 If BTI requests to reschedule outside the one (1) hour time frame above, BTI shall be charged an additional Analog 2W Loops Service Order

Charge for rescheduling the conversion to the New Conversion Time so long as Verizon or its agent is not directly at fault for the rescheduling.

- 3.17.1.6 If BTI is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and BTI will reschedule and, upon request from BTI, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
 - 3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to BTI is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval. Verizon and BTI will use commercially reasonable efforts to minimize customer disruption during the conversion process.
 - 3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").
 - 3.17.1.9 If BTI requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.
- 3.18 Verizon shall provide BTI access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if BTI orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to BTI. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of BTI's request notify BTI of the lack of available facilities. BTI may then at its discretion make a Network Element Bona Fide Request pursuant to Section 14.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). BTI may also make a Network Element Bona Fide Request pursuant to Section 14.3 for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

4. Line Sharing

- 4.1 "Line Sharing" is an arrangement by which Verizon facilitates BTI's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (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 BTI, solely for BTI's own use, the frequency range above the voice band on the same copper Loop required by BTI to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either Party's position as to whether line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable.

- 4.2 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Line Sharing to BTI for BTI'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 BTI on that Loop must not significantly degrade the performance of other services provided on that Loop.
- 4.3 Verizon shall make Line Sharing available to BTI at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment 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 BTI; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.
- 4.4 The following ordering procedures shall apply to Line Sharing:
 - 4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. BTI must utilize the electronic or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in Section 4.4.5, below, to make this determination.
 - 4.4.2 BTI 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.

- 4.4.3 If the Loop is prequalified by BTI through the Loop prequalification database, and if a positive response is received and followed by receipt of BTI's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.
- 4.4.4 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 an order confirmation can be returned following receipt of BTI'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.
- 4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and BTI orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed 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.
- 4.4.6 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 Section 4.4.5, above. Except as otherwise required by Applicable Law, provisioning intervals for the Line Sharing arrangement initially shall be the standard interval of six (6) business days applicable to 2W ADSL Loops. Where Applicable Law has ordered shorter intervals, the shortened intervals will apply in the event that a dispatch is not required, where conditioning work is not necessary and where facility modifications are not required. In no event shall the Line Sharing interval applied to BTI be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) Business Days.
- 4.4.7 BTI must provide all required Collocation, CFA, Special Bill Number ("SBN") and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (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.
- 4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. BTI 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.

- 4.5 To the extent required by Applicable Law, BTI 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, BTI 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.
- 4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by BTI 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. BTI's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.
- 4.7 BTI 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 (or at or near the end-user serving remote terminal) that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. BTI is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. BTI is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("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 BTI and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. BTI 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 BTI submits an order for Line Sharing.

Splitter Option 1: Splitter in BTI Collocation Area

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

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a BTI-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time. In those serving End Offices where Verizon has employed the use of a POT Bay, the splitter will be

installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the BTI Collocation and the splitter. At BTI's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by BTI.

In those serving End Offices where Verizon does not employ the use of a POT Bay, the BTI provided splitter will be located via a virtual-LIKE Collocation arrangement, to which BTI does not have access. BTI shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to BTI's Collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon-approved vendor.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to BTI upon completion of the required augment.

- 4.7.1 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. BTI must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply.
- 4.7.2 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 or BTI's Collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. BTI must submit the application for Collocation augment, with the application fee, to Verizon. Unless a different interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

4.8 BTI will have the following options for testing shared Loops:

- 4.8.1 In serving End Offices where a POT Bay has been employed for use, the following options shall be available to BTI:
 - 4.8.1.1 Under Splitter Option 1, BTI may conduct its own physical tests of the shared Loop from BTI's collocation area. If it chooses to do so, BTI may supply a test head to facilitate such physical tests, provided that: (a) 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 (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the BTI-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 BTI-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.

- 4.8.1.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by BTI may install a BTI-provided test head to enable BTI to conduct remote physical tests of the shared Loop. This optional BTI-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 BTI-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 BTI-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 BTI-provided test head, and will direct all required activity.
- 4.8.1.3 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 by BTI, will provide these test results to BTI during normal trouble isolation procedures in accordance with reasonable procedures.
- 4.8.1.4 Under either Splitter Option, Verizon will make MLT access available to BTI via RETAS after the service order has been completed. BTI will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000.
- 4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for use, BTI will not be permitted to supply its own test head; Verizon will make its testing system available to BTI through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.
- 4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where BTI 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 BTI will each dispatch a technician to an agreed-upon point 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 BTI should reasonably have been able to isolate and diagnose through one of the testing options available to BTI above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.
- 4.8.4 Verizon and BTI each have a joint responsibility, to the extent each provides a service to the same Customer, 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. BTI

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, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and BTI will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

- 4.8.5 When Verizon provides Inside Wire maintenance services along with its voice services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. In such instances, Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with BTI's Advanced Services. Verizon will not repair any CPE equipment provided by BTI. Before a trouble ticket is issued to Verizon, BTI shall validate whether the Customer is experiencing a trouble that arises from BTI'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.
- 4.8.6 In the case of a trouble reported by the Customer on its voice-grade service provided by Verizon, if Verizon determines the reported trouble arises from BTI's Advanced Services equipment, splitter problems, or BTI's activities, Verizon will:
 - 4.8.6.1 Notify BTI and request that BTI immediately test the trouble on BTI's Advanced Service.
 - 4.8.6.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and BTI 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 BTI's data service.
 - 4.8.6.3 Upon completion of the steps in 4.8.6.1 and 4.8.6.2, above, Verizon may temporarily remove the BTI-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is BTI's data service.
 - 4.8.6.4 Upon notification from BTI that the malfunction in BTI's advanced service has been cleared, Verizon will restore BTI's advanced service by restoring the splitter on the Customer's Loop.
 - 4.8.6.5 Upon completion of the above steps, BTI 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 BTI's data service.
 - 4.8.6.6 Verizon shall not be liable for damages of any kind for disruptions to BTI'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 BTI shall indemnify Verizon from any Claims that result from such steps.

5. Line Splitting

BTI may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, BTI may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their respective Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

6. Sub-Loop

- 6.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide BTI 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 6 and the rates set forth in the Pricing Attachment. 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). Verizon shall provide BTI with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.
- 6.2 BTI 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 BTI with access to a drop and NID that, at the time of BTI's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in BTI being responsible for the cost of installing the drop.
- 6.3 BTI may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if BTI is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of BTI at such enclosure. To obtain access to a Sub-Loop, BTI shall install a COPIC on an easement or Right of Way obtained by BTI 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 BTI 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. BTI shall provide any easement, Right of Way or trenching or supporting

structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

- 6.4 BTI may request a Sub-Loop from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to BTI, 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.
- 6.5 To order access to a Sub-Loop, BTI must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a BTI COPIC. To make such a request, BTI must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which BTI 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 BTI's demand for access to Sub-Loops at the requested FDI. BTI must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. BTI must submit Sub-Loop Interconnection Applications to:
- USLA Project Manager
Bell Atlantic
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com
- 6.6 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 BTI a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statement of the cost of such work (a "Sub-Loop Interconnection Cost Statement"). Such sixty (60) day interval shall apply unless a different interval is stated in Verizon's applicable Tariff, in which case such different interval shall apply to this provision.
- 6.7 BTI shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of BTI'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 BTI breaches its payment obligation under this Section 6.7. Upon Verizon's completion of the work that Verizon must perform to provide BTI with access to a Sub-Loop, Verizon shall bill BTI, and BTI shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.
- 6.8 After Verizon has completed the installation of the interconnecting cable to a BTI COPIC and BTI has paid the full cost of such installation, BTI can request the cross connection of Verizon Sub-Loops to the BTI COPIC. At the same time, BTI shall advise Verizon of the services that BTI plans to provide over the Sub-Loop,

request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. BTI shall run any crosswires within the COPIC.

- 6.9 If BTI requests that Verizon reactivate an unused drop and NID, then BTI shall provide dial tone (or its DSL equivalent) on the BTI 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 BTI dial tone or equivalent from the COPIC. If BTI requests that Verizon install a new drop and NID, then BTI shall provide dial tone (or its DSL equivalent) on the BTI 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 BTI requests that Verizon provide BTI with access to a Sub-Loop that, at the time of BTI's request, Verizon is using to provide service to a Customer, then, after BTI 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, BTI shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the BTI's long-term number portability request.
- 6.10 Verizon will 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.
- 6.11 Verizon shall provide BTI with access to a Sub-Loop in accordance with negotiated intervals.
- 6.12 Verizon shall repair and maintain a Sub-Loop at the request of BTI and subject to the time and material rates set forth in the Pricing Attachment. BTI accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results so that Verizon may cooperate in required testing. If (a) BTI reports to Verizon a Customer trouble, (b) BTI 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 BTI shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by BTI is not available at the appointed time. If as the result of BTI instructions and through no fault of Verizon, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to BTI by Verizon. If as the result of BTI instructions and through no fault of Verizon, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to BTI by Verizon.
- 6.13 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow BTI to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.

7. Inside Wire

7.1 House and Riser.

Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to BTI 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 7 and the rates set forth in the Pricing Attachment. 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 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 will provide access to a House and Riser Cable only if Verizon owns and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for BTI. BTI may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide BTI with access to House and Riser Cables in accordance with Applicable Law.

BTI must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

- 7.1.1 BTI shall locate its 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.
- 7.1.2 If suitable space is available, BTI shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.
- 7.1.3 BTI'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 BTI's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.
- 7.1.4 BTI shall identify its terminal block and equipment as a BTI facility.

7.2 To provide BTI 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 BTI, (c) secure space for BTI in any building, (d) secure access to any portion of a building for BTI or (e) reserve space in any building for BTI.

7.3 BTI 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 BTI 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 BTI's termination block, and Verizon shall determine how to perform such installation. BTI shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to BTI in accordance with BTI's order for such services.

- 7.4 If a BTI compatible connecting block or spare termination on BTI's connecting block is not available at the time of installation, Verizon shall bill BTI, and BTI shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment 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 the Pricing Attachment.
- 7.5 Verizon shall perform all installation work on Verizon equipment. All BTI equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.6 Verizon shall repair and maintain a House and Riser Cable at the request of BTI and subject to the time and material rates set forth in the Pricing Attachment. BTI 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 so that Verizon may cooperate in required testing, if any. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) BTI reports to Verizon a Customer trouble, (b) BTI 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 BTI shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by BTI is not available at the appointed time. However, this charge shall not apply if the Customer's unavailability is due to the failure of the Verizon technician to arrive within the appointed time designated by Verizon. If as the result of BTI instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to BTI by Verizon. If as the result of BTI instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to BTI by Verizon.

8. Dark Fiber

- 8.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.
- 8.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:
- 8.2.1 Verizon provides a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at BTI's collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either 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. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

- 8.2.2 BTI may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and BTI may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to BTI.
- 8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.
- 8.2.5 At the Customer premise, unused fibers are not available to BTI pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to BTI.
- 8.2.6 Dark Fiber will be offered to BTI in the condition that it is available in Verizon's network at the time that BTI submits its request (i.e., "as is"). In addition, subject to Verizon's non-discrimination obligations, Verizon shall not be required to convert lit fiber to Dark Fiber for BTI's use.
- 8.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to BTI as Dark Fiber.
- 8.2.8 BTI shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.
- 8.2.9 BTI may not resell Dark Fiber purchased pursuant to this Attachment to third parties.
- 8.2.10 In order for Verizon to preserve the efficiency of its network, Verizon will limit BTI to leasing up to twenty-five percent (25%) of the Dark Fiber or four (4) Dark Fiber strands, whichever is greater, in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
 - 8.2.10.1 Revoke Dark Fiber leased to BTI upon a showing of need to the Commission and twelve (12) months' advance written notice to BTI; and
 - 8.2.10.2 Revoke Dark Fiber leased to BTI in any given segment upon a

showing to the Commission that BTI underutilized fiber in such segment (less than OC-12) within any twelve (12) month period.

8.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, to satisfy Verizon Customer orders for fiber related services, or to satisfy BTI Customer orders for fiber related services. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a BTI order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than BTI, or impair a Verizon obligation to serve as a carrier of last resort.

8.2.11 BTI may not reserve Dark Fiber.

8.2.12 BTI shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of BTI; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting BTI's collocation arrangements with any proper optical cross connects or other equipment that BTI needs to access Dark Fiber before it submits an order for such access.

8.3 Dark Fiber Interoffice Facilities (IOF).

The Dark Fiber IOF UNE consists of continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a BTI central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.

8.4 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. If after completing a Dark Fiber Inquiry Form, and the response to such Inquiry Form indicates that Dark Fiber may be available as set forth above, BTI may request that Verizon dispatch a technician to test the transmission characteristics of a particular Dark Fiber strand(s) that BTI intends to order, and Verizon shall provide such test results to BTI. BTI agrees to pay Verizon any time and material charges associated with such tests. BTI further acknowledges that the test results shall only include the transmission characteristics of the Dark Fiber strand(s) requested by BTI to be tested, and agrees that Verizon makes no representation or warranty as to whether the

tested Dark Fiber strand(s) accommodate the requirements of BTI. Such determination shall be BTI's sole responsibility.

- 8.5 BTI shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.
- 8.6 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 and at BTI's request, Verizon shall permit BTI to connect a BTI Loop to the Inside Wiring of a Customer through the use of a Verizon Network Interface Device ("NID") in the manner set forth in this Section 8. Verizon shall provide BTI with access to NIDs in accordance with, but only to the extent required by, Applicable Law. BTI may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining BTI NID deployed by BTI or, if an entrance module is available in the Verizon NID, by connecting a BTI Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. 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
- 9.2 In no case shall BTI access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall BTI 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 Telecommunications Service to that Customer.
- 9.4 In no case shall BTI remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall BTI remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 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 person who controls use of the wire (e.g., the Customer).

When BTI is connecting a BTI-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, BTI does not need to submit a request to Verizon and Verizon shall not charge BTI for access to the Verizon NID. In such instances, BTI shall comply with the provisions of Sections 9.2 through 9.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 7 of this Agreement.

- 9.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), BTI may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

- 9.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, BTI 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.
- 9.7.2 BTI 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. BTI, its agent, the building owner or the Customer). If BTI accesses the Customer's Inside Wire as described in this Section 9.7.2, time and materials charges will be billed to the requesting party (i.e. BTI, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

Subject to the conditions set forth in Section 1, Verizon shall make available to BTI the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with this Agreement. Verizon shall provide BTI with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law.

10.1 Local Switching.

- 10.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch as required pursuant to FCC Rule 51.319(c)(1)(A). Local Switching consists of, but is not limited to, the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, dial tone, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).
- 10.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.
- 10.1.3 BTI may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. BTI may submit a Bona Fide Request in accordance with Section 13.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of BTI to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these

services.

10.2 Network Design Request (NDR).

Prior to submitting any order for unbundled Local Switching (as an UNE or in combination with other UNEs), BTI shall complete the NDR process. As part of the NDR process, BTI shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

If BTI selects customized routing, BTI shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.3 Tandem Switching.

The unbundled Tandem Switching Element includes available trunk-connect facilities, which include but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches (as distinguished from separate end offices switches). Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11. Unbundled Interoffice Facilities

Subject to the conditions of Section 1, where facilities are available, at BTI's request, Verizon shall provide BTI with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law (including FCC Rule 51.319), at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that BTI also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Attachment.

12. Signaling Networks and Call-Related Databases

12.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide BTI with access to signaling networks, call-related databases, and service management systems such as, but not limited to, databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases.

12.1.1 **Signaling Networks:** Signaling networks include, but are not limited to, signaling links and signaling transfer points.

12.1.1.1 When BTI purchases unbundled switching capability from Verizon, Verizon shall provide access from that switch in the same manner in which it obtains such access itself.

12.1.1.2 Verizon shall provide BTI with its own switching facilities access to Verizon's signaling network for each of BTI's

switches. This connection shall be made in the same manner as Verizon connects one of its own switches to a signaling transfer point. BTI is responsible for providing transport from BTI's switch to Verizon's STP.

12.1.2 **Call-Related Databases:** Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service.

12.1.2.1 For purposes of switch query and database response through a signaling network, Verizon shall provide access to its call-related databases, including but not limited to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases at the signaling transfer point linked to the unbundled databases.

12.1.2.2 Verizon shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment.

12.1.2.3 Verizon shall allow BTI that has purchased Verizon's local switching capability to use Verizon's service control point element in the same manner, and via the same signaling links, as Verizon itself.

12.1.2.4 Verizon shall allow a BTI if it has deployed its own switch, and has linked that switch to Verizon's signaling system, to gain access to Verizon's service control point in a manner that allows BTI to provide any call-related database-supported services to customers served by BTI carrier's switch. AIN-based services designed and developed by BTI must be tested and certified by Verizon before such support for those services will be provided.

12.1.3 **Service Management Systems:**

12.1.3.1 A service management system is defined as a computer database or system not part of the public switched network that, among other things:

- (i) interconnects to the service control point and uploads to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and
- (ii) Provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

- 12.1.3.2 Verizon or its designated vendor shall provide BTI with the information necessary to enter correctly, or format for entry, the information relevant for input into Verizon's service management system. BTI shall be responsible for any costs required for training its employees.
 - 12.1.3.3 Verizon shall provide BTI comparable access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that Verizon provides to itself.
- 12.2 BTI shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve BTI's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the BTI information Verizon requires to provide such call-related functionality is resident in a database, BTI will provide Verizon with the access and authorization to query BTI's information in the databases within which it is stored.
- 12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, 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. . If a third party signaling provider is selected by BTI to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of BTI.
- 12.4 Regardless of the manner in which BTI obtains CCS Interconnection, BTI shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon. Regardless of the manner in which BTI obtains CCS Interconnection, BTI or its third party signaling provider shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon. This requirement also applies before changes occur in the BTI or third party network. SS7 TCAP connectivity may require additional certification beyond GR 905. Such certification shall be based upon the specific TCAP messages, parameters and capabilities being requested.
- 12.5 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 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 as required under applicable law.
- 12.6 The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes.
- 12.7 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 out pulse the full ten-digit telephone number of the called party to the other Party.

- 12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of BTI signaling systems to the public Internet Protocol network may expose BTI and Verizon signaling systems and information to interference by third parties. BTI shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that exposes signaling systems or information to access through the public Internet Protocol network. BTI shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.
- 12.9 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.
- 12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:
- 12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
- 12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).
- 12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge BTI in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. BTI shall charge Verizon rates equal to the rates Verizon charges BTI, unless BTI's Tariffs for CCS signaling provide for lower generally available rates, in which case BTI shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

13. Operations Support Systems

Subject to the conditions set forth in the Additional Services Attachment, Verizon shall provide BTI with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by BTI through such electronic interfaces.

14. Availability of Other UNEs on an Unbundled Basis

- 14.1 Any request by BTI for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request

pursuant to Section 14.4, below. BTI shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.
- 14.3 Network Element Bona Fide Request (BFR).
 - 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party 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.
 - 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
 - 14.3.3 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.
 - 14.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
 - 14.3.5 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 by Applicable Law.
 - 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, 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. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
 - 14.3.7 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.

14.3.8 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.

14.3.9 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.

15. Maintenance of UNEs

If (a) BTI reports to Verizon a Customer trouble, (b) BTI requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then BTI shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by BTI is not available at the appointed time. However, this charge shall not apply if the Customer contact's unavailability is due to the failure of the Verizon technician to arrive within the appointed time designated by Verizon. BTI accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of BTI's erroneous instructions, Verizon is requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to BTI by Verizon. If as the result of BTI's erroneous instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to BTI by Verizon. However, if Verizon assesses any charges on BTI under this Section and the same trouble recurs and the cause in both instances is determined to be Verizon's facilities, then Verizon shall refund to BTI all charges, including late payment charges, if any, applicable to that trouble that were erroneously levied on BTI. Verizon agrees to respond to BTI 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 Telecommunications Carrier.

16. Rates and Charges

The rates and charges for the foregoing UNEs and other services shall be as set forth in this Attachment and the Pricing Attachment.

17. Combinations

17.1 Subject to the conditions set forth in Section 1, 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 BTI, 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 descriptions of general Combination offerings and the Combo Requirements publicly available in an electronic form.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to BTI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating BTI's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to BTI only to the extent required by Applicable Law and may decline to provide Collocation to BTI to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to BTI in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

2. BTI's Provision of Collocation

Upon request by Verizon, BTI shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon's interconnection with facilities or services of BTI. BTI shall provide collocation on a non-discriminatory basis in accordance with BTI's applicable Tariffs, or in the absence of applicable BTI Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties.

911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 BTI may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which BTI provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide BTI with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, BTI and Verizon will negotiate arrangements to connect BTI to the 911 service in accordance with applicable state law.
- 1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the BTI-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.
- 1.3 Within thirty (30) days of its receipt of a complete and accurate request from BTI, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide BTI, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
 - 1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where BTI is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis. [The following sentence will be added for PA: A letter is required from the PSAP director before the release of the MSAG by Verizon to BTI];
 - 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which BTI plans to offer Telephone Exchange Service;
 - 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
 - 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
 - 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
 - 1.3.6 prompt return of any BTI 911/E-911 data entry files containing errors, so that BTI may ensure the accuracy of the Customer records.

2. Electronic Interface

BTI shall use, where available, the appropriate Verizon electronic interface, through which BTI shall input and provide a daily update of 911/E-911 database information related to appropriate BTI Customers. In those areas where an electronic interface is not available, BTI shall provide Verizon with all appropriate 911/E-911 information such as

name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). BTI may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of BTI Customer information.

3. 911 Interconnection

Verizon and BTI will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of BTI systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

BTI shall be responsible for providing facilities from the BTI End Office to the 911 Tandem or selective router. BTI shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by BTI. Therefore, for those ported telephone numbers using INP, BTI will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, BTI will output the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. BTI will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 BTI is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using BTI's NENA COID to lock and unlock records and the posting of BTI's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. PSAP Coordination

Verizon and BTI 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/E-911 arrangements.

7. 911 Compensation

BTI will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment.

8. 911 Rules and Regulations

BTI and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-

911 services in Virginia.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to BTI for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
 - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by BTI for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section

251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement (“CSA”) purchased by BTI for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act, shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon’s Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to BTI for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to BTI for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 shall not be applied to:
 - 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale rate discount under Section 251(c)(4) of the Act.

- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
- 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by BTI pursuant to Section 3.4 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).
- 2.3 Other Charges.
- 2.3.1 BTI shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to BTI.

3. BTI Prices

Notwithstanding any other provision of this Agreement, the reciprocal compensation Charges that BTI bills Verizon for the transport and termination of Local Traffic shall comply with 47 CFR § 51.711. Furthermore, with respect to the access Charges that BTI bills Verizon, BTI agrees to comply with the requirements of the FCC's *Access Charge Reform Order*, CC Docket No. 96-262, Seventh Report and Order and Further Notice of Proposed Rulemaking (released April 27, 2001), and agrees that the rate caps set forth in such order shall apply to both BTI's interstate and intrastate access charges.

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT

VERIZON VIRGINIA INC. and PREMIERE¹

A. INTERCONNECTION²

Service or Element Description:	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Local Call Termination³		
Traffic Delivered at Verizon End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem		
	\$.001590/MOU	Not Applicable
II. Entrance Facilities and Transport for Interconnection	Per interstate [Verizon FCC 1 Sec. 6 access tariff for Feature Group D service as amended from time to time	Per interstate [Verizon FCC 1 Sec. 6] access tariff for Feature Group D service as amended from time to time
A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	Per intrastate [Verizon VA S.C.C. No. 217 Sec. 6] access tariff for Feature Group D service as amended from time to time	Per intrastate [Verizon VA S.C.C. No. 217 Sec. 6] access tariff for Feature Group D service as amended from time to time

¹ Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to [CLEC] when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. Verizon rates and services for use by [CLEC] in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Appendix A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

³ See the last page regarding measurement and calculation of local traffic termination charges.

Service or Element Description:

Exchange Access Service

Interstate

Intrastate

Recurring Charges:

Non-Recurring Charges:

Per BA-FCC Tariff number 1 as amended from time to time
Per BA- VA S.C.C.-Va. – No. 217 as amended from time to time

III. End Point Meet Arrangements

To be charged in accordance with the requirements of the Interconnection Attachment, Section 3

IV. Tandem Transit arrangements for Local Traffic between [CLEC] and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching

\$.000548/MOU

Not Applicable

Tandem-Switched Transport

\$.000114/MOU

Not Applicable

B. UNBUNBLED NETWORK ELEMENTS³

Service or Element Description:

I. Dedicated Transport⁴

Voice Grade/DS-0

Recurring Charges:

\$9.54/Month

Non-Recurring Charges:

All:
\$10.81 /Service Order
Connect
\$4.91/ Service Order
Disconnect:
plus installation connect and
installation disconnect
charges for each initial and
additional facility purchased
at the time of order:

DS-1

\$35.10/Month

DS-3

\$604.53/Month

DDS

\$9.84/Month

\$216.79/Initial Facility &
\$11.86/Additional Facility
Connect

\$92.88/Initial Facility &
\$7.27/Additional Facility
Disconnect

³ All rates and charges specified herein are pertaining to the Unbundled Network Elements Attachment.

⁴ Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Common Transport		
Tandem Switching	\$.000548/MOU	Not Applicable
Tandem-Switched Transport (Fixed)	\$.000114/MOU	Not Applicable
6. III. Digital Cross-Connect System		
Service Establishment	Not Applicable	\$1683.85/Request
Database Modification	Not Applicable	\$134.70/Modification Request
Reconfiguration by Verizon Personnel	Not Applicable	\$29.67/Programming Charge/30 minute Increment
DS-0 Cross-Connect	\$20.03/Port/Month	Service Order : \$10.81/Connect \$4.91/Disconnect
DS-1 Cross-Connect	\$69.95/Port/Month	\$20.90/Port Installation \$3.37/ Port Disconnect Service Order : \$10.81/Connect \$4.91/Disconnect \$20.23/Port Installation \$10.12/Port Disconnect

Service or Element Description:
IV. Unbundled Entrance Facilities

Recurring Charges:

Non-Recurring Charges:

All:
 Service Order Connect:
 \$10.81

Service Order Disconnect:
 \$4.91

plus installation connect and
 installation disconnect
 charges for each initial and
 additional facility purchased
 at the time of order:

\$333.32/Initial &
 \$192.99/Additional connect
 \$55.39 Initial and \$33.02/
 Additional disconnect

\$441.02/Initial &
 \$255.99/Additional
 \$65.71 Initial and
 \$39.32/Additional disconnect

**Both DS-1 and DS-3 Channel
 Termination:**

\$489.86/Initial &
 \$241.08/Additional
 \$67.13 Initial and
 \$32.61/Additional disconnect

**Both DS1/0 and DS3/1
 Muxing:**

\$441.42/Initial &
 \$441.42/Additional Connect

\$43.66 Initial and \$43.66/
 Additional disconnect

2-Wire Voice Grade Channel
 Termination \$13.76/Month

4-Wire Voice Grade Channel
 Termination \$27.89/Month

DS-1 Channel Termination \$119.15/Month

DS-3 Channel Termination \$767.44/Month

DS-1 to Voice Grade Multiplexing \$53.77/Month

DS-3 to DS-1 Multiplexing \$185.73/Month

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
V. Unbundled Switching⁵		
a. Local Switching Ports		
POTS/PBX/Centrex	\$1.30/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 /Port Installation Connect: \$2.68/Port Installation Disconnect: \$1.07
ISDN (BRI)	\$6.52/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 /Port Installation Connect: \$2.68/Port Installation Disconnect: \$1.07
ISDN (PRI)	\$81.28/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 /Port Installation Connect: \$102.13/Port Installation Disconnect: \$1.07

⁵ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:
Public/Semi-Public

Recurring Charges:
\$1.51/Port/Month

Non-Recurring Charges:
Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91
/Port

Installation Connect:
\$2.68/Port

Installation Disconnect: \$1.07

DID

\$3.63/Port/Month

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91
/Port

Installation Connect:
\$609.88/Port

Installation Disconnect: \$1.07

Coordinated Port Cutover

Not Applicable

\$2.89/Port

b. Tandem Switching Usage

\$.000548/MOU

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
c. Local Switching Usage		
POTS Originating With Vertical Features	\$.004129/MOU	\$8.42/Service Order
POTS Terminating With Vertical Features	\$.002079/MOU	\$8.42/Service Order
ISDN Originating Digital Circuit Switched Voice	\$.001993/MOU	\$8.42/Service Order
ISDN Terminating Digital Circuit Switched Voice	\$.000859/MOU	\$8.42/Service Order
ISDN Originating Digital Circuit Switched Data	\$.001013/MOU	\$8.42/Service Order
ISDN Terminating Digital Circuit Switched Data	\$.000859/MOU	\$8.42/Service Order
d. POTS Features		
PBX	\$.000833/MOU	<u>Both:</u> \$8.42/Service Order
Multi-Line Hunting	\$.000001/MOU	
e. Centrex Features		
UCD	\$.000655/MOU	\$8.42/Service Order
Hunting	\$.000464/MOU	\$8.42/Service Order
Queuing	\$.000595/MOU	\$8.42/Service Order
Intercom & Features	\$.017372/MOU	\$8.42/Service Order
Attendant	\$.021223/MOU	\$8.42/Service Order
Attendant Console	\$.017200/MOU	\$8.42/Service Order
Centralized Attendant Services	\$.214070/MOU	\$8.42/Service Order
Attendant Access Code Dialing	\$.040065/MOU	\$8.42/Service Order
Automatic Route Selection	\$.000408/MOU	\$8.42/Service Order
Electronic Tandem Switching	\$.000724/MOU	\$8.42/Service Order
f. ISDN Centrex Feature		
	\$.004007/MOU	\$8.42/Service Order

Service or Element Description:

VI. Unbundled Loops⁶

2 Wire Analog Loops (POTS Loops)

Recurring Charges:

Density Cell:

1 - \$10.74/Month
2 - \$16.45/Month
3 - \$29.40/Month.

Non-Recurring Charges:

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

Installation:

If a premises visit is not required, initial & each additional loop - \$2.68

If a premises visit is required:
initial loop installed on that visit: \$47.55;
Each additional loop installed on that visit: \$21.69

Installation Disconnect:

\$1.07/Loop

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

4 Wire Premium Loops

Density Cell:

1 - \$22.25/Month
2 - \$33.23/Month
3 - \$56.75/Month.

Installation:

If a premises visit is not required, initial & each additional loop: \$50.89

If a premises visit is required:
initial loop installed on that visit: \$107.50;
Each additional loop installed on that visit \$81.63

Installation Disconnect:

\$1.07/Loop

⁶ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Service or Element Description:

ISDN Loops

Recurring Charges:

Density Cell:

1 - \$12.52/Month
2 - \$18.23/Month
3 - \$31.18/Month.

Non-Recurring Charges:

Service Order Connect: \$15.2

Service Order Disconnect: \$4.

Installation:

If a premises visit is not required,
initial & each additional loop -
\$11.61

If a premises visit is required:
initial loop installed on that visit
\$56.48

Each additional loop installed
that visit: \$30.62

Installation Disconnect:

\$1.07/Loop

Service Order Connect: \$10.8

Service Order Disconnect: \$4.

If premises visit not required,
initial & each additional loop -
\$50.89

If a premises visit is required:
initial loop installed on that visit
\$107.50;

Each additional loop installed
that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

DS-1 Loops

Density Cell:

1 - \$110.61/Month
2 - \$142.49/Month
3 - \$181.29/Month.

Service or Element Description:
Customer Specified Signaling - 2-Wire

Recurring Charges:
Density Cell:
1 - \$10.74/Month
2 - \$16.45/Month
3 - \$29.40/Month.

Non-Recurring Charges:
Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

Installation:
If a premises visit is not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;
Each additional loop installed on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop
Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

Customer Specified Signaling - 4-Wire

Density Cell:
1 - \$22.25/Month
2 - \$33.23/Month
3 - \$56.75/Month.

Installation:
If a premises visit is not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;
Each additional loop installed on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

Service or Element Description:

2 Wire ADSL compatible Loops
2 Wire HDSL compatible Loops
2 Wire SDSL compatible Loops
2 Wire IDSL compatible Loops

Recurring Charges:

Density Cell:
1 - \$12.52/Month
2 - \$18.23/Month
3 - \$31.18/Month.

Non-Recurring Charges:

Service Order Connect:
\$15.29

Service Order Disconnect:
\$4.91

Installation:

If a premises visit is not required, initial & each additional loop - \$11.61

If a premises visit is required: initial loop installed on that visit:
\$56.48

Each additional loop installed on that visit:
\$30.62

Installation Disconnect:

\$1.07/Loop

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

If premises visit not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit
\$107.50;

Each additional loop installed on that visit:
\$81.63

Installation Disconnect:

\$1.07/Loop

If premises visit not required, \$2.89/Loop

If premises visit required,
\$11.74/Loop

4 Wire HDSL Loops

Density Cell:

1 - \$110.61/Month
2 - \$142.49/Month
3 - \$181.29/Month.

Service Order Connect:
\$10.81

Service Order Disconnect:
\$4.91

If premises visit not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit
\$107.50;

Each additional loop installed on that visit:
\$81.63

Installation Disconnect:

\$1.07/Loop

If premises visit not required, \$2.89/Loop

If premises visit required,
\$11.74/Loop

Coordinated Cutover

Not Applicable

If premises visit not required, \$2.89/Loop

If premises visit required,
\$11.74/Loop

Standard Digital Loops

All:

\$.40/ Mechanized Loop
Qualification per Loop
Provisioned

All:

\$93.70/ Manual Loop
Qualification per Loop
Request

2 Wire ADSL compatible Loops (up to 12,000 feet)

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

Service or Element Description:

2 Wire ADSL compatible Loops (up to 18,000 feet)

2 Wire HDSL compatible Loops (up to 12,000 feet)

4 Wire HDSL compatible Loops (up to 12,000 feet)

2 Wire SDSL compatible Loops

2 Wire IDSL compatible Loops (up to 18,000 feet)

Recurring Charges:

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

See rates for 4 Wire HDSL Loops as set forth above

See rates for 2 Wire SDSL Loops as set forth above

See rates for 2 Wire IDSL Loops as set forth above

Non-Recurring Charges:

Digital Designed Loops⁷

2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL Loops as set forth above

\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL Loops as set forth above

\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

⁷ 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.

Service or Element Description:

2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options

Recurring Charges:

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

Non-Recurring Charges:

\$707.99*
Required Removal of Load Coils (up to 21,000 feet)
\$941.06*
Required Removal of Load Coils (up to 27,000 feet)
\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

See rates for 2 Wire ISDN Loops as set forth above

\$707.99*
Required Removal of Load Coils (up to 21,000 feet)
\$941.06*
Required Removal of Load Coils (up to 27,000 feet)
\$1,017.61*
Addition of Range Electronics
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal

See rates for 2 Wire HDSL Loops as set forth above

\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal

See rates for 4 Wire HDSL Loops as set forth above

\$500.90*
Engineering Work Order Charge

\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

2 Wire SDSL compatible Loops with Bridged Tap removal

See rates for 2 Wire SDSL Loops as set forth above

\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal

See rates for 2 Wire IDSL Loops as set forth above

\$177.48*
Removal of one Bridged Tap per Request
\$430.79*
Removal of Multiple Bridged Taps per Loop per Request
\$121.37*
Engineering Query
\$500.90*
Engineering Work Order Charge

VII. Intrastate Collocation

As applicable per Verizon –VA SCC Tariff No. 218 as amended from time to time

VIII. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	*Option 1⁸	*Option 2 VERIZON installs/ CLEC vendor installs	
Application Fee - Augment	\$2500*		X	<i>Not applicable unless adding line-sharing terminations</i>	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	\$480.32*		X	<i>Not applicable unless adding line-sharing terminations</i>	(1)	(1)
Splitter Installation Cost	\$1,369.60*			<i>Not applicable</i>	(1)	
Collocation cross-connect perVG	<i>\$1.58* for virtual \$0.67* for physical</i>	X		(2) SAC ⁹ s	(2) SACs	(2) SACs

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

(1) = one required (2) = two required

⁸ Option 1: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area.

Option 2: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

⁹ Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>* Option 1</i>	<i>Option 2 VERIZON installs/ CLEC vendor installs</i>	
**VERIZON/Relay Rack for Splitters – Per Shelf	\$1.23*	X			(1)	(1)
**Splitter Land & Building - Per Shelf	\$3.55*	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.**

Rate Element	\$ Amount	Mo.	NRC	Option 1	Option 2 VERIZON installs/ 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*					
Loop Qualification Data Base per link	\$0.40*			(1)	(1)	(1)
Manual Loop Qualification	\$93.70*		X	(1)	(1)	(1)
Engineering Query	\$121.37*		X	(1)	(1)	(1)
Engineering Work Order	\$542.30*		X	(1)	(1)	(1)
OSS Charges per transaction	TBD*					
Unbundled Loop	\$0.00*	X				
Conditioning charges	Per interim State specific Conditioning Rates		X			
Trouble Dispatch Misdirects				(1)	(1)	(1)
Dispatch In	\$44.63*		X			
Expedite Dispatch In	\$59.80*		X			
Dispatch Out	\$116.74*		X			
Expedite Dispatch Out	\$148.02*		X			
Line Splitting	TBD					

Service or Element Description:
IX. UNE Remand Items

Recurring Charges:
TBD

Non-Recurring Charges:
TBD

Service or Element Description:
X. Signaling and Databases

Recurring Charges:

Non-Recurring Charges:

<p>1. STP Port Access Link (incl. one end)</p>	<p>\$4.93/Month</p>	<p>\$10.81 /Service Order Connect \$4.91/ Service Order Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:</p> <p>\$135.01/Initial Facility & \$11.86/Additional Facility Connect</p> <p>\$92.88/Initial Facility & \$7.27/Additional Facility Disconnect \$81.77/port</p>
<p>STP Port Termination</p>	<p>\$458.70/Month</p>	
<p>2. 800/888/877 Database Basic Query Vertical Query</p>	<p>\$.000658/Query \$.000181/Query</p>	<p>Not Applicable Not Applicable</p>
<p>7. 3. LIDB Validation</p>		
<p>LIDB Point Codes</p>	<p>Not Applicable</p>	<p>\$80.93/Point Code</p>
<p>Calling Card</p>	<p>\$.0153/Query</p>	<p>Not Applicable</p>
<p>Billed Number Screening</p>	<p>\$.0153/Query</p>	<p>Not Applicable</p>
<p>Storage of [CLEC]'s Data in LIDB</p>	<p>Not Applicable</p>	<p>\$1,381.66/ Service Establishment/ Request</p>

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$136.14/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$1,266.13/Day	Not Applicable
b. On-Premise	\$1,266.13/Day	Not Applicable
Certification & Testing	\$76.49/Hour	Not Applicable
Help Desk Support	\$80.95/Hour	Not Applicable
Service Charges		
Subscription Charge	\$.96/Month	Not Applicable
Database Queries		
a. Network Query	\$.0006/Query	Not Applicable
b. [CLEC] Network Query	\$.0006/Query	Not Applicable
c. [CLEC] Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.00042/Query	Not Applicable
b. Office Based	\$.00042/Query	Not Applicable
Utilization Element	\$.00031/ACU	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	\$5.52/Service Order/Line
b. [CLEC] Network Service Activation	Not Applicable	\$5.52/Service Order/Line
c. [CLEC] Switch Service Activation	Not Applicable	\$5.52/Service Order /Line
Service Modification		
DTMF Update	\$.10/Occurrence	Not Applicable
Switch Based Announcement	\$.00318/ Announcement	Not Applicable
XI. Network Interface Device	\$.44/mo	Not Applicable

C. RESALE¹⁰

I. Wholesale Discount for Resale of Retail Telecommunications Services¹¹

Resale of retail services if [CLEC] provides own operator services platform	21.30%
Resale of retail services if [CLEC] uses Verizon operator services platform	18.50%

¹⁰ All rates and charges specified herein are pertaining to the Resale Attachment.

In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

¹¹ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the Resale section of the Agreement the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. OPERATION SUPPORT SYSTEMS		
1. Pre-Ordering	\$.24/Query	Not Applicable
2. Ordering	\$3.83/Transaction	Not Applicable
3. Provisioning	Included in Ordering	Not Applicable
4. Maintenance & Repair EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
5. Billing		
a. CD-ROM	\$245.05/CD-ROM /Month	Not Applicable
b. Daily Usage File		
b.1. Existing Message Recording	\$.000246/Message	Not Applicable
b.2. Delivery of DUF		
Data Tape	\$20.05/Tape	Not Applicable
Network Data Mover	\$.000093/Message	Not Applicable
CMDS	\$.000093/Message	Not Applicable
b.3. DUF Transport		
7.1 Communication Ports		
9.6 kb Communications Port	\$116.83/Month	Not Applicable
56 kb Communications Port	\$483.91/Month	Not Applicable
256 kb Communications Port	\$804.90/Month	Not Applicable
T1 Communications Port	\$2,872.12/Month	Not Applicable
Port Maintenance		
9.6 kb Communications Port	\$10.17/Month	Not Applicable
56 kb Communications Port	\$28.08/Month	Not Applicable
256 kb Communications Port	\$28.08/Month	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
T1 Communications Port	\$356.61/Month	Not Applicable
d. CABS Billing		
CABS Billing per Bill Entry	\$.000108/Bill Entry	Not Applicable
3. Computer Processing Usage (CPU) per Customer		
Data Transmission (CMDS and Tape)	\$1.18/Customer	Not Applicable
Line Installation	\$1.18/Customer	Not Applicable
Network Control Program Coding	\$1.18/Customer	Not Applicable
Port Set Up	\$.18/Customer	Not Applicable
E. 911/E911		
Transport		Per section B. Above
Data Entry and Maintenance		No Charge
F. Time and Materials		
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$6.47/Service Order \$27.35/Premises Visit \$11.74 Labor Charge/ Quarter Hour After First Quarter Hour
G. Directory Listings & Books		
Primary Listings	No Charge	
7.2 Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to [CLEC] per separate arrangement	

- Local Traffic Termination Rates
- A. Charges by Verizon
- (a) Traffic delivered to or Verizon Access Tandem: \$.001590 per MOU.
- (b) Traffic delivered directly to terminating Verizon End Office: \$.000927 per MOU.
- B. Charges by [CLEC]
1. Single-tiered interconnection structure:
- [CLEC]'s rates for the termination of Verizon's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:
- Access Tandem Minutes* = Total minutes of use of Local Traffic delivered by [CLEC] to the Verizon Access Tandem for most recent billed quarter.
- End Office Minutes* = Total minutes of use of Local Traffic delivered by [CLEC] directly to the terminating Verizon End Office for most recent billed quarter.
- Total Minutes* = Total minutes of use of Local Traffic delivered by [CLEC] to Verizon for most recent billed quarter.
- [CLEC] Charge at the [CLEC]-IP =
- $$\frac{(\textit{Access Tandem Minutes} \times \$0.001590) + (\textit{End Office Minutes} \times \$0.000927)}{\textit{Total Minutes}}$$
- For the first year after the Effective Date, the [CLEC] charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to Verizon End Offices and to Verizon Access Tandems.
2. Multiple-tiered interconnection structure (if offered by [CLEC] to any carrier)
- (a) Local Traffic delivered to [CLEC] Access Tandem: \$.001590/ MOU
- (b) Local Traffic delivered to terminating [CLEC] End Office/node: \$.000927/ MOU
- C. Miscellaneous Notes
1. The [CLEC] termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the [CLEC]-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to [CLEC] under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single [CLEC] termination rate is also intended to provide financial incentives to [CLEC] to deliver traffic directly to Verizon's terminating End Offices once [CLEC]'s traffic volumes reach an appropriate threshold.

APPENDIX 2^{1 2}

I. Rates and charges for Transport and Termination of Traffic³

- A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0030000♦**.
- B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0079884♦**.
- C. The Tandem Transiting Charge is **\$0.0049884♦**.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**

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 Reciprocal Compensation 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 Reciprocal Compensation 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.

² Certain of the rates and charges set forth above, as indicated by an "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment of the Verizon Virginia Terms. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Verizon Virginia Terms that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions of the Verizon Virginia Terms. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions of the Verizon Virginia Terms.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment of the Verizon Virginia Terms.

II. Services Available for Resale

The avoided cost discount for all Resale services is 22.80%⁴.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.71
Customer Record Search Per Account	\$ 11.72

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$282.17
Engineered Initial Service Order - As Specified	\$103.84
Engineered Subsequent Service Order	\$ 61.73
Non-Engineered Initial Service Order - New Service	\$ 38.02
Non-Engineered Initial Service Order - Changeover	\$ 21.01
Non-Engineered Initial Service Order - As Specified	\$ 68.20
Non-Engineered Subsequent Service Order	\$ 18.84
Central Office Connect	\$ 5.42
Outside Facility Connect	\$ 67.77
Manual Ordering Charge	\$ 11.93

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 36.65
Non-Engineered	\$ 11.07

Coordinated Conversions:

ISO	\$ 14.33
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Hot Coordinated Conversion First Hour:

ISO	\$ 24.22
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49

⁴ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.95
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Adelphia orders any service from the Verizon Virginia Terms.

Customer Record Search applies when Adelphia requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Adelphia. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Adelphia. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Adelphia's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Adelphia requests service prior to the standard due date intervals.

Coordinated Conversion applies if Adelphia requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Adelphia requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop⁵

2 Wire Analog Loop (inclusive of NID)	
Density Cell 3	\$ 11.76 ♦
Density Cell 4	\$ 15.10 ♦
4 Wire Analog Loop (inclusive of NID)	\$ 52.99*
2 Wire Digital Loop (inclusive of NID)	
Density Cell 3	\$ 11.76 ♦
Density Cell 4	\$ 15.10 ♦
4 Wire Digital Loop (inclusive of NID)	\$ 52.99*
DS-1 Loop	\$ 81.68*
DS-3 Loop	\$ 816.76*
Supplemental Features:	
ISDN-BRI Line Loop Extender	\$ 5.00 *
DS1 Clear Channel Capability	\$ 23.81 *

Sub-Loop

2-Wire Feeder	\$ 13.46 *
2-Wire Distribution	\$ 29.80 *
4-Wire Feeder	\$ 28.31 *
4-Wire Distribution	\$ 51.85 *
2-Wire Drop	\$ 6.60 *
4-Wire Drop	\$ 6.87 *
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID:	\$ 0.59 ♦
Complex (12 x) NID	\$ 1.10 *

Switching

Port	
Basic Analog Line Side Port	\$ 3.90 *
Coin Line Side Port	\$ 7.57 *
ISDN BRI Digital Line Side Port	\$ 15.02 *
DS-1 Digital Trunk Side Port	\$ 104.32 *
ISDN PRI Digital Trunk Side Port	\$ 131.26 *

⁵ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Usage Charges (must purchase Port)	
Local Central Office Switching (Overall Average MOU)	\$ 0.0030000*
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$ 0.0000560*
Transport Termination (Average MOU/Term)	\$ 0.0001680*
Tandem Switching (Average MOU)	\$ 0.0045000*

Terminating to Originating Ratio	1.00
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Dedicated Transport Facilities

CLEC Dedicated Transport

CDT 2 Wire	\$ 13.55 *
CDT 4 Wire	\$ 21.70 *
CDT DS1	\$ 42.03 *
CDT DS3 Optical Interface	\$ 703.38 ◆
CDT DS3 Electrical Interface	\$ 762.00 ◆

Interoffice Dedicated Transport

IDT DS0 Transport Facility per ALM	\$.30 *
IDT DS0 Transport Termination	\$ 10.55 *
IDT DS1 Transport Facility per ALM	\$ 5.30 *
IDT DS1 Transport Termination	\$ 51.05 *
IDT DS3 Transport Facility per ALM	\$ 24.32 *
IDT DS3 Transport Termination	\$ 65.52 *

Multiplexing

DS1 to Voice Multiplexing	\$ 191.11 *
DS3 to DS1 Multiplexing	\$ 425.00 ◆
 DS1 Clear Channel Capability	 \$ 23.81*

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops

Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop - Feeder	\$ 53.17
Dark Fiber Sub-Loop - Distribution	\$ 13.96

Unbundled Dark Fiber Dedicated Transport

Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Adelphia's completion of a separate OS/DA agreement.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)	
Initial Service Order, per order	\$ 41.50 *
Transfer of Service Charge, per order	\$ 24.00 *
Subsequent Service Order, per order	\$ 24.00 *
Installation	
Unbundled Loop, per loop	\$ 29.50 *
Unbundled Port, per port	\$ 29.50 *
Loop Facility Charge, per order (See Note 1)	\$ 71.25 *
Customer Service Record Search	\$ 4.21 *

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$ 13.95 *
Central Office Connection	\$ 9.61 *
Outside Facility Connection	\$ 8.12 *

Hot Coordinated Conversions First Hour:

ISO	\$ 23.52 *
Central Office Connection	\$ 38.44 *
Outside Facility Connection	\$ 32.49 *

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$ 4.79 *
Central Office Connection	\$ 9.61 *
Outside Facility Connection	\$ 8.12 *

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Addt'l Unit
UNBUNDLED NID*				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP*				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER*				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)*				
Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 – Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A
LOOP CONDITIONING⁶* (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

⁶ These charges are interim and subject to retroactive true-up back to the Effective Date of this adoption of the Verizon Virginia Terms.

UNE PLATFORM*

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

DEDICATED TRANSPORT*

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

SIGNALING SYSTEM 7 (SS7)*

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

CUSTOMIZED ROUTING

BFR	BFR	BFR	BFR
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EXPEDITES*

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER*

CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
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LINE SHARING - CLEC OWNED SPLITTER*

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Adelphia orders any service from the Verizon Virginia Terms.

Customer Record Search applies when Adelphia requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Adelphia requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Adelphia requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Adelphia requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

IV. Rates and Charges for 911

TBD

V. Fiber Optic Patchcord Cross Connect

See PA Intrastate Access Tariff, PUC #9

AMENDMENT
TO
INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this “Amendment”), effective as of October 31, 2004 (the “Effective Date”), is entered into by and between each of the Verizon incumbent local exchange carrier (“ILEC”) affiliates (individually and collectively “Verizon” or the “Verizon Parties”) and each of the Adelphia Business Solutions, Inc. (n/k/a TelCove, Inc.) competitive local exchange carrier (“CLEC”) affiliates (individually and collectively “TelCove” or the “TelCove Parties”) which are parties to the Interconnection Agreements listed in Attachment 1 (the “Interconnection Agreements”), and amends the Interconnection Agreements. Verizon and TelCove are referred to herein individually as a “Party” and collectively as the “Parties.” Attachment 1 hereto lists, to the best of the Parties’ knowledge, the Interconnection Agreements in effect as of the Effective Date.

WITNESSETH:

WHEREAS, Verizon and TelCove are Parties to Interconnection Agreements under Sections 251 and 252 of the Act (each an “Interconnection Agreement”).

WHEREAS, the Parties entered into a Confidential Stipulation Resolving Claims, dated December 28, 2004, to be filed by the Parties in the United States Bankruptcy Court for the Southern District of New York, pursuant to which, among other things, they determined to amend the Interconnection Agreements to reflect their prospective obligations regarding intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters, as set forth herein.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. **Definitions.** Notwithstanding anything to the contrary in the Interconnection Agreements, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment and shall supersede similar terms as they are defined in the Interconnection Agreements. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Interconnection Agreement or if no meaning is set forth in the Interconnection Agreements, then such terms shall have the meanings set forth in the Act.

(a) “Act” means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) “Applicable Law” means all effective laws, government regulations and government orders, applicable to each Party’s performance of its obligations under the Interconnection Agreement and this Amendment.

(c) “Affiliate” shall have the meaning provided in the Act.

(d) “D.C. Circuit Decision” means the March 2, 2004 decision of the U.S. Court of Appeals for the District of Columbia Circuit affirming in part and vacating in part the TRO.

(e) “End Office” means a carrier switch to which telephone service subscriber access lines are connected for the purposes of interconnection to other subscriber access lines and to trunks.

(f) “End User” means a third party residence or business subscriber to Telephone Exchange Services.

(g) “Federal Unbundling Rules” means any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the Federal Communications Commission (“FCC”) pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or pursuant to the Interim Rules Order (but only once effective and only to the extent not stayed, vacated, reversed, or modified by the FCC or a court of competent jurisdiction). Any reference in this Amendment to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under the Interim Rules Order.

(h) “Forbearance Order” means the FCC’s Order on the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Section 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (Adopted October 8, 2004) (the “Forbearance Order”)

(i) “Interim Rules Order” means the FCC’s Order in WC Docket No. 04-313 and CC Docket No. 01-338 setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act.

(j) “ISP-Bound Traffic” shall have the meaning provided in the Order on Remand.

(k) “LERG” or “Local Exchange Routing Guide” means a Telcordia Technologies publication containing NPA/NXX routing and homing information.

(l) “NPA/NXX Code” means area code plus the three-digit switch entity indicator (i.e., the first six digits of a ten-digit telephone number).

(m) “Order on Remand” means the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (the “Order on Remand”).

(n) “Section 251(b)(5) Traffic” shall mean traffic subject to the provisions of Section 251(b)(5) of the Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

(o) “Tandem” means a physical or logical 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.

(p) “Triennial Review Order” or “TRO” means the FCC’s order released on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147, which became effective as of October 2, 2003.

(q) “Virtual Foreign Exchange Traffic” or “V/FX Traffic” means a call to or from an End User assigned a telephone number with an NPA/NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such End User’s station.

2. Conditions Precedent.

(a) List of Conditions Precedent. In order for the terms set forth in Sections 3 and 4 below to take effect, the following conditions precedent must be satisfied as of the Effective Date (or, in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption and with respect to such carrier and all of its CLEC affiliates): (i) there shall be no outstanding billing disputes between the Parties with respect to reciprocal compensation or other intercarrier compensation charges by either Party for Section 251(b)(5) Traffic, V/FX Traffic, or ISP-Bound Traffic and (ii) there shall be no outstanding billing disputes between the Parties with respect to charges assessed by TelCove to Verizon for transport facilities.

(b) Failure to Satisfy Conditions Precedent. If either of the conditions precedent set forth in Section 2(a) above are not satisfied as of the Effective Date (or in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption), then this Amendment shall be null and void, TelCove shall have no right to bill Verizon (and Verizon shall not be

obligated to pay TelCove) for transport facilities between Verizon's network and TelCove's switch, and compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic exchanged between the Parties, as well as transport of Verizon originated traffic, shall be governed by the following terms, notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, Applicable Law, any change in Applicable Law, or otherwise: (i) ISP-Bound Traffic shall be subject to "bill and keep" (i.e., zero compensation); (ii) Verizon's then-prevailing reciprocal compensation rates in each particular service territory (as set forth in Verizon's standard price schedules, as amended) shall apply to Section 251(b)(5) Traffic exchanged between the Parties; and (iii) at Verizon's option, the Parties' respective rights and obligations under each Interconnection Agreement with respect to interconnection architecture from the Effective Date of this Amendment until the terms of the Interconnection Agreement are superseded by a subsequent agreement shall be governed exclusively by either, (A) the applicable interconnection architecture terms set forth in the Interconnection Agreements, or (B) the interconnection architecture provisions set forth in Verizon's then current standard interconnection template. For purposes of item (i) in the preceding sentence, the Parties agree that all combined Section 251(b)(5) Traffic and ISP-Bound Traffic above a 3:1 ratio of terminating to originating traffic shall be considered to be ISP-Bound Traffic (except in Massachusetts, where a 2:1 ratio, instead of a 3:1 ratio, shall apply), subject to either Party's right to rebut said presumption in accordance with all applicable provisions of the Order on Remand.

3. Term; Transport Facilities. Notwithstanding any other provision of the Interconnection Agreements, any tariff, any SGAT, Applicable Law, any change in Applicable Law, or otherwise, the following terms shall apply:

(a) Term. Subject to Section 2 above, the terms of this Amendment shall govern the relationship between the Parties with respect to the subject matter hereof from the Effective Date through March 31, 2008 (the "Term"). The Parties agree that if and to the extent any Interconnection Agreement identified in Attachment 1 is replaced by a new or successor interconnection agreement on or before March 31, 2008, such new or successor agreement shall incorporate all provisions of this Amendment for the remainder of the Term.

Verizon may terminate the provisions of this Amendment upon providing written notice to TelCove no earlier than nine (9) months preceding expiration of the Term, provided that such termination shall not become effective prior to April 1, 2008. Upon the effectiveness of such termination, the provisions of this Amendment shall terminate and shall have no force or effect.

(b) Existing Interconnection Arrangements. For those LATAs in which Verizon and TelCove have already implemented network interconnection as of the Effective Date, Verizon may purchase from TelCove the transport facilities mutually agreed by the Parties as identified by the circuit IDs listed on Attachment 2 to this Amendment. The Parties agree that such facilities shall be

used only for the transport of Verizon originated traffic and that notwithstanding any other provision of this Amendment, Verizon shall have no obligation to pay TelCove for such transport facilities under this paragraph to the extent such facilities are used for the transport of traffic originated by TelCove. TelCove shall have the right to bill Verizon (and Verizon shall pay TelCove subject to the applicable payment provisions of the Interconnection Agreements) for the transport facilities identified by the circuit IDs listed on Attachment 2 to this Amendment. TelCove's transport billing for said circuit IDs shall include only the following rate elements: airline mileage (if necessary) within a LATA as identified in Attachment 2; entrance facility (non-distance sensitive); multiplexing, if necessary; and terminations. Notwithstanding any contrary provision in the underlying Interconnection Agreement, the rate for transport facilities TelCove provides to Verizon for the circuit IDs listed on Attachment 2 shall be to the lower of: (i) forty-five percent (45%) of TelCove's then current tariffed intrastate access rate for the applicable transport (said tariffed intrastate access rate as of the Effective Date being set forth in Attachment 2); or (ii) forty-five percent (45%) of Verizon's then current tariffed intrastate access rate for the applicable transport.

In those LATAs where Verizon and TelCove have already implemented network interconnection as of the Effective Date, but for which no transport facilities (circuit IDs) are identified on Attachment 2 to this Amendment, Verizon shall have no obligation to purchase transport facilities from TelCove and TelCove shall have no right to bill Verizon for transport facilities, *provided, however*, in such LATAs, Verizon may elect to purchase transport facilities from TelCove subject to the provisions of paragraph 3(b) of this Amendment (and all other applicable provisions of this Amendment) or self-provision such transport facilities in accordance with the provisions of paragraph 3(d) of this Amendment. In addition, for the LATAs described in this paragraph in which TelCove has adopted an interconnection agreement between Verizon and Level 3 Communications, LLC (a "Level 3 Agreement"), TelCove, as a Receiving Party (as such term is defined in a Level 3 Agreement), shall establish an IP (as that term is defined in the Level 3 Agreement) in accordance with Section 4.2.4.1 of the Level 3 Agreement within one (1) year of the Effective Date.

(c) Most Favored Nation. Notwithstanding the provisions of Section 3(b) above, if TelCove offers to any other customer a discounted transport rate, including but not limited to a discounted rate pursuant to a term and volume commitment, and such discounted transport rate is lower than either (i) forty-five percent (45%) of the Verizon then current tariffed intrastate access rate or (ii) forty-five percent (45%) of TelCove's then current tariffed intrastate access rate, then, provided that Verizon satisfies all conditions required to obtain the discounted transport rate, Verizon may elect to purchase transport at the discounted rate. Following such election, the discounted transport rate shall apply to the Parties' then existing interconnections between Verizon's network and TelCove's switch.

(d) Self-Provisioning. Instead of purchasing transport in accordance with Sections 3(b) or 3(c) above, Verizon may, at its option, disconnect any of the transport facilities between the endpoints identified by the circuit IDs listed in Attachment 2 to this Amendment and effect interconnection pursuant to the applicable terms of the Interconnection Agreements, which the Parties agree, for the Level 3 Interconnection Agreements, are Sections 4.3.4(a) and 4.3.4(b) of such interconnection agreements. Verizon may self-provision via an arrangement in which Verizon places its equipment at a TelCove premises in the LATA, and TelCove provides space and power. For such self-provisioning arrangements that Verizon establishes on or after the Effective Date at a TelCove premises, TelCove shall provide such space and power arrangements at rates that are no less favorable (taken as a whole) than Verizon collocation rates, and under terms and conditions subject to negotiation and mutual agreement by the Parties.

(e) New Interconnections and Incremental Transport Capacity.

(i) New Interconnections. For those LATAs in which Verizon and TelCove have not implemented network interconnection as of the Effective Date, TelCove shall comply with all applicable terms of the Interconnection Agreements governing interconnection architecture.

For the avoidance of any doubt, TelCove shall have no right to bill Verizon (and Verizon shall have no obligation to purchase from or to pay TelCove) for transport facilities from Verizon's network to TelCove's switch in LATAs where the Parties have not implemented network interconnection as of the Effective Date, *provided, however*, in such LATAs, Verizon may elect to purchase transport facilities from TelCove, subject to the provisions of paragraph 3(b) of this Amendment (and all other applicable provisions of this Amendment), or self-provision such transport facilities in accordance with the provisions of paragraph 3(d) of this Amendment.

(ii) Incremental Capacity. Verizon may either purchase any new transport facilities in excess of the transport facilities identified by the circuit IDs listed in Attachment 2, subject to the provisions of paragraph 3(b) of this Amendment (and all other applicable provisions of this Amendment), or self-provision such new transport facilities in accordance with the provisions of paragraph 3(d) of this Amendment.

(f) Grooming. Verizon may request that Telcove disconnect any transport facility between its network and TelCove's switch in any LATA, if, based on reasonable engineering criteria and capacity constraints, such facility is not warranted by the actual traffic volume experienced. In the event Verizon provides Telcove an order requesting disconnection of a transport facility in accordance with this paragraph, TelCove shall immediately cease billing Verizon

transport for the disconnected facility and Verizon shall have no obligation to pay TelCove transport for the applicable circuit.

(g) Direct Trunking. Notwithstanding any other provision of the Interconnection Agreements, the Parties agree as follows with respect to the obligation of a Party originating traffic on its network to establish direct trunking to the End Office of a Party receiving such traffic on its network:

A Party that originates traffic on its network (an “Originating Party”) must establish direct trunking to the End Office (which may have a Tandem-routed overflow) of the Party receiving such traffic on its network (the “Receiving Party”), by self-provisioning, purchasing transport rated as unbundled dedicated interoffice transport (subject to the provisions set forth hereinbelow) from the Receiving Party, or purchasing transport from a third party, if the Section 251(b)(5) Traffic and ISP-Bound Traffic destined for that End Office exceeds the CCS busy hour equivalent of two (2) DS1s for any three (3) months during any six (6) month period. Notwithstanding the foregoing, if TelCove is the Originating Party and it establishes direct trunking to a Verizon End Office by purchasing transport from Verizon, then such transport shall be rated as unbundled dedicated interoffice transport only if Verizon is required to provide unbundled dedicated interoffice transport by the Federal Unbundling Rules. If Verizon is not required by the Federal Unbundling Rules to provide such transport, then transport that TelCove purchases from Verizon to establish direct trunking shall be rated at Verizon’s then current tariffed intrastate access rates (or tariffed interstate access rates, where the endpoints of the purchased transport are interstate and intraLATA), minus any applicable tariffed discounts.

Verizon shall satisfy its End Office trunking obligation by handing off traffic via a direct trunk that is not switched at a Verizon Tandem.

In the event TelCove fails to comply with the end office trunking requirement described in this Section, the rate that TelCove shall pay to Verizon for the termination of Section 251(b)(5) Traffic and the delivery of ISP-Bound Traffic shall be determined as follows: (a) for direct (non-switched) end office trunks delivered to Verizon at the Verizon Tandem wire center that is subtended by the Verizon End Office serving the Customer location receiving the call, TelCove shall pay Verizon the then-prevailing Verizon End Office reciprocal compensation rate in the state (as set forth in Verizon’s standard price schedule, as amended), plus \$.0007 per minute of use; and (b) for Tandem-switched trunks delivered to Verizon at the Verizon Tandem Wire Center that is subtended by the relevant Verizon End Office, TelCove shall pay Verizon the then-prevailing Verizon Tandem reciprocal compensation rate in the state (as set forth in Verizon’s standard price schedule, as amended), provided,

however, that in the event TelCove has properly forecasted and ordered the required trunking from Verizon and Verizon has been unable to provision the ordered trunking, TelCove shall not be obligated to pay the higher Tandem rate until Verizon is able to provide the requested trunking.

(h) Commingling. Notwithstanding any contrary provision in the underlying Interconnection Agreement, Verizon shall allow TelCove to convert its existing enhanced extended links (EELs) to special access without regard to any resulting commingling.

4. Compensation for Local and ISP-Bound Traffic.

(a) General. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-Bound Traffic shall be governed by the terms of the Order on Remand, the Forbearance Order, and other applicable FCC orders and FCC regulations. As of the Effective Date, the intercarrier compensation rate applicable to ISP-Bound Traffic under the Order on Remand is \$.0007/mou. ISP-Bound Traffic originated by one Party and handed off to the other Party shall be billed by the receiving Party and paid by the originating Party at such rate. In the event a change in Applicable Law modifies the Order on Remand or the Forbearance Order, then the Parties shall promptly negotiate in good faith amendments to the Interconnection Agreements to conform the Interconnection Agreements to the change in law.

(b) FCC's Optional Reciprocal Compensation Plan. The Parties acknowledge that: (i) pursuant to paragraph 89 of the Order on Remand, Verizon has offered TelCove an optional reciprocal compensation rate plan for Local Traffic, under which Section 251(b)(5) Traffic exchanged between Verizon and TelCove will be subject to compensation at the same rate applicable to the delivery of ISP-Bound Traffic under the Order on Remand; and (ii) TelCove has elected to accept Verizon's optional reciprocal compensation rate plan offer. In accordance with TelCove's election, the reciprocal compensation rate that shall apply to the transport and termination of Section 251(b)(5) Traffic by either Party shall be \$.0007 per minute of use, until the FCC takes further action. Said \$.0007 per minute of use rate shall apply in a symmetrical manner and shall replace and apply in lieu of the reciprocal compensation or local call termination rate set forth in the pricing attachment or exhibit to the Interconnection Agreements.

(c) V/FX Traffic. The Parties agree to disagree on the issue whether reciprocal compensation, access, transport, or other charges apply to the exchange of V/FX Traffic, and each Party reserves its rights with respect to this issue, including the right to argue its position on the issue before the state commission, or before any court or other governmental body with competent jurisdiction, *provided, however*, if the state commission issues or has issued a generic order that determines the treatment of V/FX Traffic, including a determination that

V/FX Traffic arrangements are prohibited in the state, then the Parties shall abide by the terms of such generic order.

(i) Vermont V/FX Traffic.

A. To the extent that either Party is prohibited by order of the Public Service Board of Vermont (the “Vermont Commission”) from providing V/FX Traffic arrangements in Vermont, such Party shall abide by the terms of such order.

B. The terms of this paragraph 4(c)(i) B shall apply only to the extent that the provision of V/FX Traffic arrangements in Vermont is permitted by order of the Vermont Commission.

Notwithstanding the reservation of rights in Section 4(c) above, the Parties agree that fifty percent (50%) of the Verizon originated traffic sent to TelCove in Vermont is V/FX Traffic and that Verizon shall have no obligation to pay TelCove reciprocal compensation for Verizon originated V/FX Traffic, *provided, however*, the each Party reserves its rights (in accordance with paragraph 4(c) above) with respect to whether Verizon, as the Party originating such V/FX Traffic, may charge TelCove access, transport, or other charges for such traffic.

No more than once during any consecutive twelve month period following the Effective Date, either Party may request that the parties recalculate and reset the foregoing fifty percent (50%) presumption by providing written notice to the other Party, which notice shall include reasonably detailed information and/or data supporting the requested change. Upon delivery of the written notice provided pursuant to this section, the Parties shall engage in good faith negotiations for a period not exceeding thirty (30) days to determine whether or not to change the fifty percent (50%) (or other reset percentage) presumption. If the Parties agree to change the presumption within such thirty (30) day period, then they shall enter an amendment to the Interconnection Agreement reflecting the change, which shall apply prospectively from the delivery date for the notice provided pursuant to this paragraph. If they fail to agree within such thirty (30) day period, then either of them may invoke the dispute resolution provisions of the applicable Interconnection Agreement for Vermont, and during such dispute resolution proceeding, the 50% presumption shall continue to apply until a different presumption is established.

5. Scope of Amendment. Except to the extent set forth in Sections 1 through 4 of this Amendment, the rates, charges and other provisions of the Interconnection Agreement shall remain in full force and effect after the Effective Date.

6. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection Agreements to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of any Interconnection Agreement, this Amendment shall govern.
7. 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.
8. 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.
9. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

THE TELCOVE PARTIES

THE VERIZON PARTIES

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Interconnection Services Policy & Planning

Date: _____

Date: _____

Attachment 1

State	Adelphia/TelCove Affiliate Legal Entity Name	Verizon Affiliate Legal Entity Name	Effective	Amendment #
DC	TelCove Operations, Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	12/25/2001	Two
DE	TelCove Operations, Inc.	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	12/25/2001	Two
FL	TelCove Investment, LLC	Verizon Florida Inc., f/k/a GTE Florida Incorporated	4/21/1999	One
IL	TelCove Operations, Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated	6/23/1999	One
MD	TelCove Operations, Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc.	7/17/2002	Two
MI	TelCove Operations, Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Contel of the South, Inc., d/b/a Verizon North Systems	7/7/1999	One
NC	TelCove Operations, Inc.	Verizon South Inc., f/k/a GTE South Incorporated	6/16/2000	Two
NH	TelCove Operations, Inc.	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	12/25/2001	Two
NJ	TelCove Investment, LLC	Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc.	1/14/1997	Three
NY	TelCove Operations, Inc.; TelCove Investment, LLC; TelCove Atlantic, Inc.	Verizon New York Inc., f/k/a New York Telephone Company	12/25/2001	Two
OH	TelCove Operations, Inc.	Verizon North Inc., f/k/a GTE North Incorporated	6/10/1999	One
PAe	TelCove Operations, Inc.; TelCove Investment, LLC; TelCove of Pennsylvania, Inc.; Susquehanna Adelphia Business Solutions d/b/a TelCove; TelCove of Eastern Pennsylvania	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	12/25/2001	Two
PAw	TelCove Operations, Inc.; TelCove Investment, LLC; TelCove of Pennsylvania, Inc.; Susquehanna Adelphia Business Solutions d/b/a TelCove; TelCove of Eastern Pennsylvania	Verizon North Inc., f/k/a GTE North Incorporated	4/19/2002	One
TX	TelCove Operations, Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	5/3/2000	Two
VAe	TelCove of Virginia, LLC	Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc.	1/14/1997	Two

State	Adelphia/TelCove Affiliate Legal Entity Name	Verizon Affiliate Legal Entity Name	Effective	Amendment #
VAW	TelCove of Virginia, LLC	Verizon South Inc., f/k/a GTE South Incorporated	11/13/1998	One
VT	TelCove of Vermont, Inc. and TelCove Atlantic, Inc.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	12/14/2001	Two
WV	TelCove Operations, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic-West Virginia Inc.	12/14/2001	Three

ATTACHMENT 2

