

Suzan DeBusk Paiva  
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Pennsylvania



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September 30, 2009

**VIA ELECTRONIC FILING**

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

RE: Joint Filing of  
Verizon North Inc. and Clear Rate Communications, Inc.  
of Adoption of an Interconnection Agreement  
Docket No. \_\_\_\_\_

Dear Mr. McNulty:

Enclosed please find the Joint Filing of Verizon North Inc. and Clear Rate Communications, Inc., of Adoption of an Interconnection Agreement. This filing also includes Amendment No. 1 between Verizon North Inc. and Clear Rate Communications, Inc. The Interconnection Agreement being adopted is the Agreement between Verizon Pennsylvania Inc. and US LEC of Pennsylvania, Inc., which was filed with the Commission on February 28, 2008 and approved by the Commission by Order entered June 5, 2008 in Docket No. A-310814 F7000. The Adoption is effective as of August 17, 2009, and was signed by the second of the two parties' signers on September 8, 2009. In addition, Amendment No. 1 also is deemed effective as of August 17, 2009, and also was signed by the second of the two parties' signers on September 8, 2009. Thus, this Joint Filing is being made within 30 days of the day that both the Agreement and the Amendment were signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Clear Rate Communications, Inc.

Very truly yours,

  
Suzan D. Paiva

SDP/slb

Enclosure

cc: Theo Namy, CEO, Clear Rate Communications, Inc.  
Attached Service List

**SERVICE LIST**

Irwin A. Popowsky  
Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1921

William Lloyd  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Johnnie E. Simms  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Bldg  
400 North Street  
Harrisburg, PA 17105-3265

Office of Special Assistants  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Bureau of Consumer Services  
PA Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

**Jeffrey A. Masoner**  
Vice President  
Partner Solutions  
Interconnection Services Policy & Planning



1320 N. Court House Rd.  
8<sup>th</sup> Floor, Room 0898  
Arlington, VA 22201

Tel.: 703 974-4610  
Fax: 703 974-1970  
jeffrey.a.masoner@verizon.com

August 24, 2009

Thane Namy  
CEO  
Clear Rate Communications, Inc.  
24700 Northwestern Hwy, Suite 350  
Southfield, MI 48075

Dear Mr. Namy:

Verizon North Inc. ("Verizon"), a Wisconsin corporation, with principal place of business at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804, has received correspondence stating that, under the terms of the Pennsylvania Public Utility Commission's (the "Commission") Order Approving the Merger of Bell Atlantic Corporation and GTE, dated November 4, 1999, in Docket Nos. A-310200F0002, A-310222F0002, A-310291F0003, and A-311350F0002 (the "Commission Order"), Clear Rate Communications, Inc. ("Clear Rate"), a corporation, with principal place of business at 24700 Northwestern Hwy., Suite 340, Southfield, MI 48075, wishes to provide services to customers in Verizon's territory, which is the former GTE territory, by adopting the non-price terms of the Interconnection Agreement between US LEC of Pennsylvania, Inc. ("USLEC") and Verizon Pennsylvania Inc. ("Verizon PA") that was approved by the Commission as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto, after giving effect to operation of law (the "Verizon PA Terms"). I understand Clear Rate has a copy of the Verizon PA Terms. In addition, a copy of Verizon's pricing terms, which includes (without limitation) rates for reciprocal compensation, is attached. Please note the following with respect to Clear Rate's adoption of the Verizon PA Terms:

1. By Clear Rate's countersignature on this letter, Clear Rate hereby represents and agrees to the following seven points:
  - A. Pursuant to the Commission's Order, dated November 4, 1999, in Docket Nos. A-310200F0002, A-310222F0002, A-310291F0003, and A-311350F0002, Clear

Rate agrees that the Verizon PA Terms made available for adoption hereunder do not include: (1) any pricing terms from the Interconnection Agreement between USLEC and Verizon PA (and, instead, Verizon's attached pricing terms will be used); (2) any arbitrated terms from the Verizon PA Terms; (3) any non-price Verizon PA Terms that Verizon cannot technically accommodate with its current network configuration; nor (4) any terms from the Verizon PA Terms that would purport to require Verizon to provision a UNE-P in Verizon's service territory. Subject to the foregoing, Clear Rate adopts in the service territory of Verizon, the Verizon PA Terms, as in effect on the date hereof (including any effective and approved amendments thereto) after giving effect to operation of law, and in applying the Verizon PA Terms, agrees that Clear Rate shall be substituted in place of US LEC of Pennsylvania, Inc. and USLEC in the Verizon PA Terms wherever appropriate.

- B. For the avoidance of any doubt, adoption of the Verizon PA Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
- C. Notice to Clear Rate and Verizon as may be required or permitted under the Verizon PA Terms shall be provided as follows:

To Clear Rate Communications, Inc.:

Thane Namy  
CEO  
24700 Northwestern Hwy., Suite 340  
Southfield, MI 48075  
Telephone Number: 248-556-4527  
Facsimile Number: 248-556-4534  
Internet Address: [tnamy@clearrate.com](mailto:tnamy@clearrate.com)

To Verizon:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: (972) 719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President and Deputy General Counsel  
Verizon Partner Solutions  
1320 North Court House Road, 9th Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

- D. Clear Rate 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 PA Terms will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.
- E. In the event an interconnection agreement between Verizon and Clear Rate is currently in effect in the former GTE service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to Clear Rate's adoption of the Verizon PA Terms. Clear Rate should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon PA Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Verizon PA Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Verizon PA Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Verizon PA Terms.
- G. Clear Rate's adoption of the Verizon PA Terms shall become effective on August 17, 2009. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter, countersigned by Clear Rate as to the points set out in Paragraph One hereof. The term and termination provisions of the USLEC/Verizon PA agreement shall govern Clear Rate's adoption of the Verizon PA Terms. The adoption of the Verizon PA Terms is currently scheduled to expire on January 17, 2010.

- H. The Parties agree, concurrent with the execution of this letter, to execute Amendment No. 1, the form of which is attached hereto as Exhibit A, amending the Verizon PA Terms to incorporate Verizon's standard template language in lieu of the arbitrated terms contained in the Verizon PA Terms.
2. As the Verizon PA Terms are being adopted by Clear Rate pursuant to Clear Rate's rights under the Commission's Order, Verizon does not provide the Verizon PA Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon PA Terms does not in any way constitute a waiver by Verizon of its position as to the illegality or unreasonableness of the Verizon PA Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Verizon PA Terms, or to seek review in any way of any provisions included in these Verizon PA Terms as a result of Clear Rate's election under the Commission Order.
  3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon or Verizon PA that any provision required by the Docket No. A-310814F7000 (USLEC/Verizon PA ) or any provision in the Verizon PA Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, 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 PA Terms.
  4. Verizon reserves the right to deny Clear Rate's application of the Verizon PA Terms, in whole or in part, at any time:
    - A. if the provision of the Verizon PA Terms to Clear Rate is not technically feasible;
    - B. to the extent negotiations which led to the Interconnection Agreement between USLEC and Verizon PA, from which the Verizon PA Terms derive, were commenced on or before July 29, 1999;
    - C. to the extent that any terms from the Verizon PA Terms purport to require Verizon to provision a UNE-P in Verizon's service territory; and/or
    - D. if Verizon otherwise is not obligated to permit such adoption and/or application under Commission Order or under applicable law.
  5. For the avoidance of any doubt, please note that adoption of the Verizon PA 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 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), 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.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Verizon PA Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Orders*, even if the Verizon PA 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.<sup>3</sup> In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

6. Terms, conditions and prices contained in tariffs cited in the Verizon PA Terms shall not be considered negotiated and are excluded from Clear Rate's adoption.
7. Should Clear Rate attempt to apply the Verizon PA Terms in a manner that conflicts with Paragraphs Two through Paragraphs Six above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against Clear Rate 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: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Clear Rate's adoption of the Verizon PA Terms shall in no way impair such rights of Verizon; and (B) all rights of Clear Rate resulting from Clear Rate's adoption of the Verizon PA 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.

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<sup>1</sup> 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, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at [http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec\\_01-05\\_21,00.html](http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html).

<sup>3</sup> 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)").

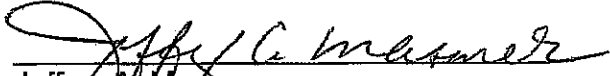
<sup>4</sup> *FCC Internet Order* ¶82.

**SIGNATURE PAGE**

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

Sincerely,

Verizon North Inc.



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

9/8/09

\_\_\_\_\_  
(DATE)

Reviewed and countersigned as to Paragraph 1:

Clear Rate Communications, Inc.



Thane Namy  
CEO

8-31-09

\_\_\_\_\_  
(DATE)

Attachments



APPENDIX A<sup>1 2</sup>  
(PENNSYLVANIA-WEST)  
v1.11

- I. **Rates and Charges for Transport and Termination of Traffic<sup>3</sup>**
- A. Reciprocal Compensation Traffic Termination
- Reciprocal Compensation Traffic End Office Rate: **\$0.0030000♦** per minute of use.
- Reciprocal Compensation Traffic Tandem Rate: **\$0.0079536♦** per minute of use.
- B. The Tandem Transit Traffic Service Charge is **\$0.0047856♦** per minute of use.
- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**
- D. Exchange Access Service: **Per Verizon interstate and/or Verizon intrastate access tariff**

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Clear Rate shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>2</sup> Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE 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 (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. 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 the General Terms and Conditions.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

## II. Services Available for Resale

### Avoided Cost Discount for Resale of Retail Telecommunications Services<sup>4</sup>

Resale of retail services if Clear Rate provides own operator services platform	22.00% (Inclusive of PA gross receipts tax)
Resale of retail services if Clear Rate uses Verizon operator services platform	18.34% (Inclusive of PA gross receipts tax)

### 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

<sup>4</sup> Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale Attachment, 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.

Hot Coordinated Conversion First Hour:	
ISO	\$ 24.22
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49

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 Clear Rate orders any service from this Agreement.

Customer Record Search applies when Clear Rate 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 Clear Rate. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Clear Rate. 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 fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Clear Rate'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 Clear Rate requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if Clear Rate 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<sup>5</sup>

#### Monthly Recurring Charges

##### Local Loop

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 Distribution	\$ 29.80
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

<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Clear Rate shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

**Dedicated Transport Facilities**

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 (Dedicated Transport):	
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	
Dark Fiber Loop	\$ 67.13

Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34

Intermediate Office Cross Connect	TBD
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## **EEL Pricing**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

**Line Splitting (also referred to as "Loop Sharing")<sup>6 7</sup>**

**A. Unbundled Local Loops**

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge\* (per loop), Service Connection-Other Charge\* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query (where available), Engineering Work Order (where available), Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

**B. Other Charges**

**i. Regrade**

\$8.12 NRC

**ii. \*Service Connection**

**\*Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

**iii. Disconnect**

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

**iv. Line and Station Transfers  
/Pair Swaps**

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

**C. Collocation Rates**

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

<sup>6</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>7</sup> This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.



**NON-RECURRING CHARGES – LOOP**

Service Ordering	
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
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

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

**NON-RECURRING CHARGES**

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech.</b>	<b>Provisioning Initial Unit</b>	<b>Add'l Unit</b>
<b>UNBUNDLED NID</b>				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
<b>UNBUNDLED SUB-LOOP</b>				
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
<b>UNBUNDLED DARK FIBER</b>				
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
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
<b>ENHANCED EXTENDED LOOPS (EELs) Loop portion ( In addition, IDT charges apply if applicable to the EEL arrangement)</b>				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 29.50	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 29.50	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
<b>CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport)</b>				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

**LOOP CONDITIONING<sup>8</sup>**  
**(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	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

**LINE AND STATION TRANSFER<sup>9</sup>**

**INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire) - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

<sup>8</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

<sup>9</sup> A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

**EXPEDITES**

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

**OTHER\***

Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

**ROUTINE NETWORK MODIFICATIONS<sup>10</sup>**

CLEAR DEFECTIVE PAIR	N/A	N/A	TBD	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	TBD	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	TBD	N/A
REPEATER - INSTALLATION	N/A	N/A	TBD	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	TBD	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	TBD	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	TBD	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	TBD	N/A
SERVING TERMINAL – INSTALLATION / UPGRADE	N/A	N/A	TBD	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	TBD	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	TBD	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	TBD	N/A
MOVE DROP	N/A	N/A	TBD	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	TBD	N/A
LINE CARD - INSTALLATION	N/A	N/A	TBD	N/A
COPPER REARRANGEMENT	N/A	N/A	TBD	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	TBD	N/A
IDLC ONLY CONDITION	N/A	N/A	TBD	N/A
OTHER REQUIRED MODIFICATIONS	N/A	N/A	TBD	N/A
<b>OTHER</b>				
Commingled Arrangements – per circuit NRC	N/A	N/A	TBD	N/A
Conversion - Service Order	N/A	N/A	TBD	N/A
Conversion - Installation per circuit	N/A	N/A	TBD	N/A
Circuit Retag - per circuit	N/A	N/A	TBD	N/A
<b>DARK FIBER</b>				
Dark Fiber Routine Network Modifications	N/A	N/A	TBD	N/A

<sup>10</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

## Application of NRCs

### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Clear Rate orders any service from this Agreement.

Customer Record Search applies when Clear Rate 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, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

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

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, and EELs

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 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.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability

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

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

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

Hot Coordinated Conversion First Hour applies if Clear Rate 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.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Access Tariff.

**V. Collocation Rates**

See PA Intrastate Access Tariff, PUC No. 9.

**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NORTH INC.**  
  
**AND**  
  
**CLEAR RATE COMMUNICATIONS, INC.**

This Amendment No. 1 (this "Amendment") shall be deemed effective on August 17, 2009 (the "Amendment Effective Date") by and between Verizon North Inc. ("Verizon"), a Wisconsin corporation with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804, and Clear Rate Communications, Inc. ("Clear Rate"), a Michigan Corporation with offices at 24700 Northwestern Hwy, Suite 340, Southfield, MI 48075. (Verizon and Clear Rate may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated August 17, 2009 (the "Adoption Letter"), Clear Rate adopted in the Commonwealth of Pennsylvania, the non-arbitrated terms of the interconnection agreement between US LEC of Pennsylvania, Inc. and Verizon Pennsylvania Inc. that was approved by the Pennsylvania Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein , together with any amendment(s) thereto, collectively being the "Agreement"); and

**WHEREAS**, Verizon and Clear Rate, pursuant to Section 252(a)(1) of the Communications Act of 1934, as amended (the "Act"), are filing concurrently herewith for Commission approval the Agreement under Sections 251 and 252 of the Act (the "Agreement"); and

**WHEREAS**, Clear Rate has requested that the Parties amend the Agreement to address the terms that were not included in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

- 1.1 Section 9.3 of the General Terms and Conditions is hereby amended and restated its entirety as follows:

"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."

1.2 Section 21 of the General Terms and Conditions is hereby amended as follows:

1.2.1 Sections 21.1.1 and 21.1.2 of the General Terms and Conditions are hereby amended and restated in their entirety as follows:

"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 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence."

1.2.2 Section 21.1.4 of the General Terms and Conditions is hereby amended and restated in its entirety as follows:

"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."

1.2.3 Section 21.1.7 of the General Terms and Conditions is hereby amended and restated in its entirety as follows:

21.7 Certificates furnished by Clear Rate or Clear Rate's contractors shall contain a clause stating: "Verizon North Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

1.3 Section 2.79 of the Glossary is hereby amended and restated in its entirety as follows:

"2.79 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic."

- 1.4 Section 5.3 of the Additional Services Attachment is hereby amended and restated in its entirety as follows:

"5.3 Clear Rate shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Clear Rate exercises such option, Clear Rate 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 Clear Rate to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Clear Rate has entered into a written agreement with Verizon under which Clear Rate will collect from Clear Rate's Customer and remit to Verizon the Voice Information Service provider's charges, Clear Rate shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Clear Rate. Clear Rate shall pay Verizon such charges in full regardless of whether or not Clear Rate collects such charges from its own Customer."

- 1.5 Sections 6.1.2, 6.1.3 and 6.2 of the Interconnection Attachment are hereby amended and restated in their entirety as follows:

"6.1.2 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 Traffic Rate applicable to each relevant minute of traffic 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 Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic 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 that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic 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. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of

terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.”

- 1.6 Section 12.4 of the Interconnection Attachment is hereby amended and restated in its entirety as follows:

“12.4 Clear Rate may use Tandem Transit Traffic Service only for traffic that originates on Clear Rate’s network and only to send traffic to an Other Carrier with whom Clear Rate has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by Clear Rate and to bill Clear Rate, and not to bill Verizon, for such traffic. Clear Rate agrees not to use Verizon’s Tandem Transit Traffic Service to send traffic to an Other Carrier with whom Clear Rate does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on Clear Rate’s network”

- 1.7 Section 1.5 of the Pricing Attachment is hereby amended and restated in its entirety as follows:

“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.”

## 2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of

any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.

- 2.6 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 for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

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

**CLEAR RATE COMMUNICATIONS, INC.**

By: Thane Namy

Printed: Thane Namy

Title: CEO

Date: 8-31-09

**VERIZON NORTH INC.**

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services  
Policy and Planning

Date: 9/8/09