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2. BUREAU: OSA	:	
3. SECTION(S):	:	4. PUBLIC MEETING DATE:
5. APPROVED BY:	:	00/00/00
DIRECTOR:	:	
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 04/01/02
8. DOCKET NO: A-310295 F7000	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC

RESPONDENT/APPLICANT: CTC COMMUNICATIONS CORP

COMP/APP COUNTY:

UTILITY CODE: 310295

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND CTC COMMUNICATIONS CORP. FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELE-COMMUNICATIONS ACT OF 1996.

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....3/12/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND CTC COMMUNICATIONS CORP. FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

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.... 3/12/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC AND CTC COMMUNICATIONS CORP. FOR APPROVAL OF AMENDMENT NO. 1 TO THE COMPREHENSIVE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

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MAR 14 2007

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NOV 20 2007

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL 

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Philadelphia, PA 19103

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Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

April 1, 2002

VIA UPS OVERNIGHT

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

A-310295F7000

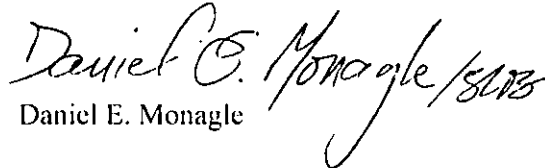
RE: Joint Petition of Verizon Pennsylvania Inc. and CTC Communications Corp.
for Approval of an Interconnection Agreement
Docket No. A-310295F0002

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Petition of Verizon Pennsylvania Inc. (formerly known as Bell Atlantic – Pennsylvania, Inc.) and CTC Communications Corp. for Approval of an Interconnection Agreement between Verizon and CTC Communications Corp. This Interconnection Agreement is intended as a replacement Interconnection Agreement, replacing the Resale Agreement previously approved by the Commission by order dated March 18, 1999, at Docket number A-310295F0002.

Please date stamp the enclosed additional copy and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,


Daniel E. Monagle

DEM/slb

Enclosure

cc: Jonathan S. Frankel, Esquire (Via UPS Overnight)
Attached Service List

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**JOINT PETITION OF VERIZON PENNSYLVANIA
INC. AND CTC COMMUNICATIONS CORP. FOR
APPROVAL OF AN INTERCONNECTION
AGREEMENT UNDER SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.**)
)
)
)
)

PUC Docket No. A. 310295
F7000

JOINT PETITION

Verizon Pennsylvania Inc. ("Verizon PA") and CTC Communications Corp. ("CTC") respectfully submit for the Commission's approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached Interconnection Agreement dated January 18, 2002 (the "Agreement"). The Agreement provides for the interconnection of the two companies' networks and makes available to CTC access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon PA. Verizon PA and CTC respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

In support of this request, Verizon PA and CTC state as follows:

THE PARTIES

1. Verizon PA is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.
2. CTC is a competitive local exchange carrier that has been granted authority to provide local exchange service in Pennsylvania.

¹ Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

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**DOCUMENT
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THE AGREEMENT

3. Verizon PA and CTC have entered into the Agreement pursuant to Sections 251(c) and 252(a) of the 1996 Act

4. The Agreement sets forth the terms, conditions and prices under which Verizon PA and CTC will offer and provide network interconnection, reciprocal call termination, access to network elements and ancillary network services to each other within each Local Access and Transport Area ("LATA") in which they both operate in Pennsylvania. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

5. The Agreement addresses a number of complex issues. Key provisions of the Agreement provide for:

- (i) Compensation for Reciprocal Compensation Traffic at rates specified in Appendix A to the Pricing Attachment;
- (ii) Unbundled loops – providing CTC access to existing Verizon PA customers – based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to CTC;
- (iv) Including CTC customers' primary listings in the White Pages (two listings for each residence telephone number and one listing for each business telephone number) and Yellow Pages (one listing for each business telephone number) directories;
- (v) The resale of Verizon PA telecommunications services;²
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon PA to CTC equal to the level of service provided by Verizon PA to its own end-user customers and other telecommunications carriers.

² The existing Resale Agreement between CTC and Verizon PA for the Commonwealth of Pennsylvania (approved in Docket No. A-310295F0002 on March 18, 1999), as amended July 1, 1999 ("CTC-Verizon Resale Agreement"), remains in full force and effect. The Parties expressly agree that this Agreement does not terminate the CTC-Verizon Resale Agreement. The Parties intend and agree that, with respect to resold services provisioned between the Parties, the Parties shall continue to operate pursuant to the terms of the CTC-Verizon Resale Agreement, as amended.

COMPLIANCE WITH THE 1996 ACT

6. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State commission may only reject ... an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

7. First, the Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). To the contrary, any other telecommunications carrier authorized to provide local telephone service in Pennsylvania may obtain the interconnection and unbundling arrangements specified in the Agreement on the same terms and conditions. Nonetheless, other carriers are not bound by the Agreement and remain free to negotiate independently with Verizon PA pursuant to Section 252 of the 1996 Act.

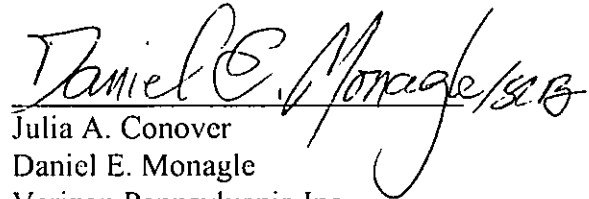
8. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It is an important step towards allowing CTC to compete with Verizon PA as a facilities-based local telephone service carrier for both residential and business customers. The Agreement will also be available to all local exchange competitors under Section 252(i) of the 1996 Act.

APPROVAL OF THE AGREEMENT

9. The parties respectfully request that the Commission expedite its review of the Agreement to facilitate implementation of competition in the local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Commission has 90 days to approve or reject the Agreement, the parties request that the Commission act sooner than that date if at all possible.

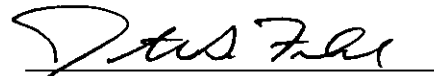
WHEREFORE, Verizon PA and CTC respectfully request that the Commission approve the attached interconnection agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



Julia A. Conover
Daniel E. Monagle
Verizon Pennsylvania Inc.
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Philadelphia, PA 19103
Tel. (215) 963-6001
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Washington, D.C. 20007
Tel. 202-424-7743
Fax 202-424-7643

Attorney For
CTC Communications Corp.

Of Counsel
Jack H. White

DATED: April 1, 2002

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AGREEMENT

APR 01 2002

Effective as of January 18, 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

by and between

CTC Communications Corp.

and

VERIZON PENNSYLVANIA INC., f/k/a BELL ATLANTIC - PENNSYLVANIA, INC.

FOR THE COMMONWEALTH OF

PENNSYLVANIA

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TABLE OF CONTENTS

AGREEMENT 1

1. The Agreement 1

2. Term and Termination..... 1

3. Glossary and Attachments..... 2

4. Applicable Law 2

5. Assignment..... 3

6. Assurance of Payment..... 3

7. Audits 4

8. Authorization 5

9. Billing and Payment; Disputed Amounts..... 5

10. Confidentiality 6

11. Counterparts..... 8

12. Default 9

13. Discontinuance of Service by CTC 9

14. Dispute Resolution 9

15. Force Majeure 10

16. Forecasts 10

17. Fraud 10

18. Good Faith Performance 11

19. Headings 11

20. Indemnification..... 11

21. Insurance 12

22. Intellectual Property..... 14

23. Joint Work Product 15

24. Law Enforcement. 15

25. Liability..... 15

26. Network Management..... 16

27. Non-Exclusive Remedies 17

28. Notice of Network Changes 17

29. Notices 18

30. *Ordering and Maintenance*..... 19

31. Performance Standards.....19

32. Point of Contact for CTC Customers 19

33. Predecessor Agreements..... 20

34. Publicity and Use of Trademarks or Service Marks 21

35. References 21

36. Relationship of the Parties 21

37. Reservation of Rights 22

38. Subcontractors..... 22

39. Successors and Assigns..... 22

40. Survival 22

41. Taxes 23

42. Technology Upgrades 25

43. Territory..... 25

44. Third Party Beneficiaries..... 25

45. [Intentionally Left Blank] 25

46. 252(i) Obligations 25

47. Use of Service 26

48. Waiver..... 26

49. Warranties..... 26

GLOSSARY 28

 1. **General Rule** 28

 2. **Definitions**..... 28

ADDITIONAL SERVICES ATTACHMENT 41

 1. **Alternate Billed Calls** 41

2. Dialing Parity - Section 251(b)(3).....	41
3. Directory Assistance (DA) and Operator Services	41
4. Directory Listing and Directory Distribution	41
5. Voice Information Services Traffic	44
6. Intercept and Referral Announcements.....	44
7. Originating Line Number Screening (OLNS)	45
8. Operations Support Systems (OSS).....	45
9. Poles, Ducts, Conduits and Rights-of-Way	51
10. Telephone Numbers.....	51
11. Routing for Operator Services and Directory Assistance Traffic.....	52
INTERCONNECTION ATTACHMENT	53
1. General	53
2. Methods for Interconnection and Trunk Types.....	53
3. Alternative Interconnection Arrangements	59
4. Initiating Interconnection	59
5. Transmission and Routing of Telephone Exchange Service Traffic	60
6. Traffic Measurement and Billing over Interconnection Trunks.....	61
7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act	62
8. Other Types of Traffic	65
9. Transmission and Routing of Exchange Access Traffic.....	66
10. Meet-Point Billing Arrangements	66
11. Toll Free Service Access Code (e.g., 800/888/877) Traffic.....	69
12. Tandem Transit Traffic	70
13. Number Resources, Rate Center Areas and Routing Points.....	71
14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair.....	72
15. Number Portability - Section 251(B)(2)	74
RESALE ATTACHMENT.....	78

NETWORK ELEMENTS ATTACHMENT 79

- 1. General 79**
- 2. Verizon's Provision of UNEs 80**
- 3. Loop Transmission Types 81**
- 4. Line Sharing 87**
- 5. Line Splitting 94**
- 6. Sub-Loop 94**
- 7. Inside Wire 98**
- 8. Dark Fiber 100**
- 9. Network Interface Device 104**
- 10. Unbundled Switching Elements 106**
- 11. Unbundled Interoffice Facilities 107**
- 12. Signaling Networks and Call-Related Databases 107**
- 13. Operations Support Systems 110**
- 14. Availability of Other UNEs on an Unbundled Basis 110**
- 15. Maintenance of UNEs 112**
- 16. Rates and Charges 112**
- 17. Combinations 112**

COLLOCATION ATTACHMENT 113

- 1. Verizon's Provision of Collocation 113**
- 2. CTC's Provision of Collocation 113**

911 ATTACHMENT 114

- 1. 911/E-911 Arrangements 114**
- 2. Electronic Interface 114**
- 3. 911 Interconnection 115**
- 4. 911 Facilities 115**
- 5. Local Number Portability for use with 911 115**
- 6. PSAP Coordination 115**

7. 911 Compensation	115
8. 911 Rules and Regulations.....	115
PRICING ATTACHMENT	116
1. General	116
2. Verizon Telecommunications Services Provided to CTC for Resale Pursuant to the Resale Attachment.....	116
3. CTC Prices	116
4. Section 271	117
5. Regulatory Review of Prices	117
APPENDIX A TO THE PRICING ATTACHMENT	118

AGREEMENT

GENERAL TERMS AND CONDITIONS

This Agreement ("Agreement") is effective as of January 18, 2002 (the "Effective Date"), between CTC Communications Corp. (CTC), a corporation organized under the laws of the Commonwealth of Massachusetts, with offices at 220 Bear Hill Road, Waltham, MA 02451, and Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Pennsylvania with offices at 1717 Arch Street, Philadelphia, PA 19103. Verizon and CTC 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 CTC 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 January 17, 2004 (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 CTC 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 CTC or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either CTC 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 CTC and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either CTC 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 CTC 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.

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 Pennsylvania, 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 held to be invalid or unenforceable under Applicable Law by a court or governmental agency of competent jurisdiction, 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, CTC 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 CTC (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 CTC by Verizon (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CTC has complied with the notice and other provisions of Section 9), 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 CTC 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 If payment of interest on a cash deposit is required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to CTC in respect of any undisputed amounts to be paid by CTC 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, CTC 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 CTC has provided Verizon with such assurance of payment; provided, however, that Verizon shall give CTC 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 CTC 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, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and reports affecting the charges applied under this

Agreement. 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 or reporting in favor of the Audited Party having an aggregate value 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 Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 CTC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 CTC Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as CTC has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Pennsylvania. CTC shall not place any orders under this Agreement until it has obtained such authorization. CTC 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 Undisputed 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 In the case of disputed charges, the disputing Party shall not pay any late charge payment during the dispute resolution process. If the dispute is resolved in favor of the disputing Party, the disputing Party shall not pay any late charge payments or any other penalties for the overdue amount. If the dispute is resolved in favor of the billing Party, the disputing Party shall pay the late payment charge, which shall be calculated retroactively to the original due date of the disputed invoice.
- 9.6 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

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by CTC

13.1 If CTC 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, CTC shall send written notice of such discontinuance to Verizon, and to the extent provided by Applicable Law, to the Commission, and each of CTC's Customers. CTC 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, CTC shall send such notice at least thirty (30) days prior to its discontinuance of service.

13.2 Such notice must advise each CTC Customer that unless action is taken by the CTC Customer to switch to a different carrier prior to CTC's proposed discontinuance of service, the CTC Customer will be without the service provided by CTC to the CTC Customer.

13.3 Should a CTC Customer subsequently become a Verizon Customer, CTC shall provide Verizon with all information necessary for Verizon to establish service for the CTC 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 CTC 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, CTC shall provide to Verizon, within a reasonable amount of time unless a specific time period is otherwise set forth in this Agreement, forecasts regarding the Services that CTC expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that CTC 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 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 20.2.3 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.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 CTC 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, CTC 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 CTC'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 CTC.
- 21.3 CTC shall name Verizon, and its directors and officers, as additional insureds on all Commercial General Liability, Excess Liability and all risk property coverages/policies set forth in Section 21.1 above. However, Verizon's rights as an additional insured under such coverages/policies shall apply only to the extent that a covered liability or occurrence arises out of CTC's, or CTC's contractors', operations, negligence and/or willful acts or omissions at a Verizon premise(s) covered by this Agreement and shall exclude any liability arising out of any acts, omissions or operations of Verizon or Verizon's contractors.
- 21.4 CTC 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 & Administration, Verizon Wholesale Markets, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.
- 21.5 CTC 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 CTC or CTC's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and CTC shall reimburse Verizon for the cost of the insurance.
- 21.7 Certificates furnished by CTC or CTC's contractors shall contain a clause stating: "Verizon Pennsylvania Inc. f/k/a Bell Atlantic – Pennsylvania, 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 CTC 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 CTC, directly or through a third party, of any such terms, conditions or restrictions that may limit any CTC use of a Service provided by Verizon that is otherwise permitted by this Agreement. At CTC'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 CTC 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. Verizon shall allocate the costs of obtaining such rights, if any, among all requesting carriers, including itself.

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 misconduct;
 - 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 other than those duties, liabilities or obligations that otherwise exist under this Agreement or under Applicable Law.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. CTC 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 CTC:

Attention: Pamela L. Hintz
Director, Regulatory Compliance
CTC Communications Corp.
360 Second Avenue
Waltham, MA 02451
Telephone Number: 781-466-1242
Facsimile Number: 781-466-1245
Internet Address: (Email) hintzp@ctcnet.com

with a copy to:

Edward W. Kirsch, Esq.
Counsel for CTC Communications Corp.
Swidler Berlin Shereff Friedman, LLP
3000 K. Street, N.W.
Washington, D.C. 20007
Telephone Number: 202-424-7877
Facsimile Number: 202-424-7643
Internet Address: (Email) ewkirsch@swidlaw.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

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

CTC 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 CTC to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, CTC 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, Verizon shall provide performance measurement results to CTC.
- 31.3 CTC shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for CTC Customers

- 32.1 CTC shall establish telephone numbers and mailing addresses at which CTC Customers may communicate with CTC and shall advise CTC 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 CTC customer, including, but not limited to, a CTC Customer request for repair or maintenance of a Verizon Service provided to CTC.

33. Predecessor Agreements

- 33.1 Except as stated in Sections 33.2 or 33.4, 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 Pennsylvania 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 Pennsylvania 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 make 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.
- 33.4 Notwithstanding the foregoing, the Parties expressly agree that the terms of this Agreement, including but not limited to, Sections 33.1 through 33.3 above, shall not apply to the existing Resale Agreement between CTC and Verizon Pennsylvania Inc. (f/k/a Bell Atlantic – Pennsylvania, Inc.) for the Commonwealth of Pennsylvania (approved in Docket No. A-310295F0002 on March 18, 1999), as amended July 1, 1999 ("CTC-Verizon Resale Agreement"), or to the purchase and/or provision of any services from the CTC-Verizon Resale Agreement. The Parties expressly agree that this Agreement does not terminate the CTC-Verizon Resale Agreement, and that the CTC-Verizon Resale Agreement shall remain in full force and effect, unless and until terminated or cancelled pursuant to its own terms. The Parties intend and agree that, with respect to resold services

provisioned between the Parties, the Parties shall continue to operate pursuant to the terms of the CTC-Verizon Resale Agreement, as amended. Any services that were purchased by one Party from the other Party under the CTC-Verizon Resale Agreement shall be subject to the terms and conditions of that agreement.

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 CTC from truthfully advising its customers that Verizon is the underlying carrier for all or a particular part of its service; however, CTC shall not state, imply or represent that Verizon jointly participates in or is part of any partnership or joint business arrangement for the provision of services to CTC's customers.
- 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.

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, (a) the providing Party shall be liable for any Tax imposed on its receipts and (b) 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 CTC:
Anne Marie Creason
Finance Department
CTC Communications Corp.
360 Second Avenue
Waltham, MA 02451

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 CTC'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. CTC 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 Commonwealth of Pennsylvania.
- 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 CTC with at least ninety (90) calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. Verizon shall be obligated to provide Services under this Agreement only within this territory.

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 CTC wishes to exercise any rights it may have under Section 252(i), CTC shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice,

the Parties shall provide notice of CTC's intent to adopt in accordance with applicable Commission rules and procedures.

- 46.3 If CTC wishes to exercise any rights it may have under the Merger Order MFN Provisions, CTC shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall provide notice of CTC'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 CTC of any rights it may have under Section 252(i) or the Merger Order MFN Provisions results in the rearrangement of Services by Verizon, CTC shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services. CTC shall only be responsible for these costs to the extent such rearrangement of services is solely attributable to CTC.

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.

SIGNATURE PAGE

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

CTC Communications Corp.

Verizon Pennsylvania Inc.

By: David E. Mahan

By: Jeffrey A. Masoner

Printed: DAVID E. MAHAN

Printed: Jeffrey A. Masoner

Title: EXECUTIVE VP

Title Vice President - Interconnection Services

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.4 and Section 2 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 a term listed in this Glossary is used in the Principal Document, the term shall have the meaning 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, but not limited to, by the Telecommunications Act of 1996).
- 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 8 Mbps toward the Customer and up to 1 Mbps 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 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 Voice Information Services Traffic as described in Section 5 of the Additional Services Attachment.

2.7 Automatic Number Identification (ANI).

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

2.8 Applicable Law.

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

2.9 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.

2.10 [Intentionally Left Blank]

2.11 Bona Fide Request (BFR).

The process described in the Network Element 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.

2.12 Business Day.

Monday through Friday, except for holidays.

2.13 Calendar Quarter.

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

2.14 Calendar Year.

January through December.

2.15 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.

2.16 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.

2.17 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.

2.18 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).

2.19 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the Commonwealth of Pennsylvania. CTC is or shortly will become a CLEC.

2.20 CLLI Codes.

Common Language Location Identifier Codes.

2.21 Centralized Message Distribution System (CMDS).

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.

2.22 Commission.

Pennsylvania Public Utility Commission

2.23 Calling Party Number (CPN).

A CCS parameter that identifies the calling party's telephone number.

2.24 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.25 Cross Connection.

For a Collocation arrangement, the facilities between a collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).

2.26 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.27 [Intentionally Left Blank].

2.28 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.29 Digital Signal Level 0 (DS0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.30 Digital Signal Level 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.31 Digital Signal Level 1 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.32 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 Telecom Industry Solutions.

2.33 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.

2.34 Entrance Facility.

The facilities between a Party's designated premises and the Central Office serving that designated premises.

2.35 Exchange Access.

Shall have the meaning set forth in the Act.

2.36 Extended Local Calling Scope Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

2.37 FCC.

The Federal Communications Commission.

2.38 FCC Internet Order.

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, (adopted April 18, 2001).

2.39 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.40 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).

2.41 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system which integrates within the switch at a DS1 level, which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.42 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.43 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.

2.44 Internet Traffic.

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

2.45 InterLATA Service.

Shall have the meaning set forth in the Act.

2.46 IntraLATA.

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

2.47 IP (Interconnection Point).

For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.

2.48 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).

2.49 IXC (Interexchange Carrier).

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

2.50 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.51 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.52 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA-NXX routing and homing information.

2.53 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.54 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.

2.55 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.

2.56 LSR (Local Service Request).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

2.57 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.

2.58 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.

2.59 MECAB (Multiple Exchange Carrier Access Billing).

A 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.

2.60 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.

2.61 Merger Order.

The FCC's ORDER "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer of a Submarine Cable Landing License", Memorandum Opinion and Order, FCC CC Docket No. 98-184, FCC 00-221 (June 16, 2000), as modified from time to time.

2.62 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 the

area code), followed by a 3-digit NXX code and 4 digit line number.

2.63 Network Element.

Shall have the meaning stated in the Act.

2.64 NID (Network Interface Device).

The NID is defined as any means of interconnection of end-user premises wiring to Verizon's distribution plant, such as a cross connect device or FCC Part 68 registered jack used for that purpose, at a location determined by Verizon.

2.65 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. 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.

2.66 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).

2.67 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).

2.68 POI (Point of Interconnection).

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

2.69 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.

2.70 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

2.71 Providing Party.

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

2.72 Purchasing Party.

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

2.73 Rate Center 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.

2.74 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 for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection."

2.75 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 this Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.76 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.77 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area defined by Verizon; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Calling

Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). 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.

2.78 Retail Prices.

The prices at which a Telecommunications Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

2.79 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. 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.

2.80 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.81 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 CTC currently utilize this out-of-band signaling protocol.

2.82 Subsidiary.

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

2.83 Switched Access Detail Usage Date.

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

2.84 Switched Access Summary Usage Date.

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

2.85 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.

2.86 Tandem Switch.

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

2.87 Tariff.

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

2.87.2 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 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.

2.88 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.89 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.90 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.91 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.92 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.

2.93 Toll 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 and is not Reciprocal Compensation Traffic, Measured Internet 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.

2.94 Toxic or Hazardous Substance.

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.

2.95 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. $\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

2.96 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. $\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

2.97 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.

2.98 Universal Digital Loop Carrier (UDLC).

UDLC arrangements consist of the Central Office Terminal and the 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.

2.99 V and H Coordinates Method.

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

2.100 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.

2.101 Wire Center.

A building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

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 CTC branding provided under such agreement shall be conditioned on CTC's use of dedicated trunk groups and/or SS7 CIC-triggering for branding.
- 3.2 CTC 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 CTC. Such services will be provided in accordance with the terms set forth herein.

4.1 Listing Information.

As used herein, "Listing Information" means a CTC 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.

CTC 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 CTC Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. CTC shall also provide to Verizon on a daily basis, (a) information showing CTC Customers who have disconnected or terminated their service with CTC; and (b) delivery information for each non-listed or non-published CTC Customer to enable

Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to CTC, (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 CTC 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 and subsequent (e.g., for new Customers during the directory publication cycle) distribution of such directories to such CTC Customers in the same manner it provides initial and subsequent distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of CTC's Customers, both primary and optional White Page listings subject to Verizon's tariffs, shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. CTC shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for CTC's Customers. Verizon will not require a minimum number of listings per order.

4.4 Verizon Information.

Upon request by CTC, Verizon shall make available to CTC 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 CTC, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual and any other applicable directory listing criteria CTC will need to comply with this Section 4.

4.5 Confidentiality of Listing Information.

Verizon shall accord CTC 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 CTC Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as CTC Customers are not separately identified as such; and provided further that CTC 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 CTC for Verizon's use or licensing of CTC Listing Information.

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of CTC Customer listings. At CTC's request, Verizon shall provide CTC with a report of all CTC Customer listings normally (including optional White Pages listings subject to Verizon's tariffs) 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 CTC with respect to its

listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

CTC shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings provided that CTC is provided a copy of the Verizon listing standards and specifications manual upon request pursuant to Section 4.4. By providing Verizon with Listing Information, CTC warrants to Verizon that CTC has the right to provide such Listing Information to Verizon on behalf of its Customers. CTC 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. CTC 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 CTC hereunder except for cases of willful misconduct by Verizon.

4.8 Liability.

Verizon's liability to CTC in the event of a Verizon error in or omission of a CTC Customer listing shall not exceed the amount to which Verizon would be liable to its own Customer for such error or omission. CTC 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 CTC'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.

4.9 Service Information Pages.

Verizon shall include all CTC 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. CTC's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when CTC is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at CTC's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, CTC's critical contact information for CTC's installation, repair and Customer service, as provided by CTC, and such other essential local service oriented information as is agreed to in writing by the Parties, including appropriate identifying logo(s). Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. CTC will have the option of procuring additional space of up to four pages in the "Customer Guide" or comparable section in which it may provide more information about its services. CTC and Verizon will negotiate a rate for such an inclusion. CTC shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

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.

CTC acknowledges that if CTC 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. **Voice Information Services Traffic**

- 5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides (i) recorded voice announcement information or (ii) a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service 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 Service Traffic is not subject to Reciprocal Compensation charges under Section 7 the Interconnection Attachment.
- 5.2 If a CTC Customer is served by resold Verizon dial tone line Telecommunications Service or a Verizon Local Switching UNE, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service or UNE to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, CTC shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to CTC. CTC shall pay Verizon such charges in full regardless of whether or not CTC collects such charges from its own Customer.
- 5.3 CTC 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 CTC exercises such option, CTC 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 CTC to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless CTC has entered into a written agreement with Verizon under which CTC will collect from CTC's Customer and remit to Verizon the Voice Information Service provider's charges, CTC shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to CTC. CTC shall pay Verizon such charges in full regardless of whether or not CTC collects such charges from its own Customer.

6. **Intercept and Referral Announcements**

- 6.1 When a Customer changes its service provider from Verizon to CTC, or from CTC 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 CTC Usage Information to CTC pursuant to Section 8.3 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 CTC.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, CTC 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 CTC Customer, accessed by, or disclosed or provided to, CTC through or as a part of Verizon OSS Services; and, (b) any CTC Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, CTC.
- 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 CTC Usage Information: For a Verizon Retail Telecommunications Service purchased by CTC pursuant to the Resale Attachment, the

usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer. For a Verizon Local Switching Network Element purchased by CTC pursuant to the Network Element Attachment, the usage information that Verizon would record if Verizon was using such Local Switching Network Element to furnish a Verizon Retail Telecommunication 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 CTC, Verizon shall provide to CTC Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.

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, including applicable change management processes, 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 CTC.

8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to CTC, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

8.3 CTC Usage Information.

8.3.1 Upon request by ** CLEC, Verizon shall provide to CTC Usage Information. Such CTC Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.

8.3.2 CTC Usage Information will be available to CTC 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).

8.3.3 CTC Usage Information will be provided in an Alliance for Telecommunications Industry Solution EMI format.

8.3.4 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.

8.3.5 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, CTC Usage Information will be provided to CTC 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 CTC only to the extent necessary for CTC'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 CTC only to provide or to facilitate provisioning of Telecommunications Services to CTC Customers.

8.4.3 CTC shall restrict access to and use of Verizon OSS Facilities to CTC. This Section 8 does not grant to CTC any right or license to grant sublicenses to other persons, or permission to other persons (except CTC's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.

8.4.4 CTC 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 CTC's use under this Section 8.

8.4.5 CTC 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 CTC 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 CTC only in connection with CTC's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by CTC as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by CTC to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

8.4.7 CTC's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for CTC's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by CTC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the General Terms and

Conditions 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, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to CTC 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, CTC 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) CTC Usage Information, (b) CPNI of CTC, and (c) CPNI of a Verizon Customer or a CTC Customer, to the extent the Customer has authorized CTC to use the Customer Information.

8.5.2.2 Verizon OSS Information may be accessed and used by CTC only to provide Telecommunications Services to CTC Customers or to potential customers subject to the authorization(s) referenced in Section 8.5.2.1.

8.5.2.3 CTC 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 General Terms and Conditions. CTC retains the right to challenge any designation under this subsection 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 CTC any right or license to grant sublicenses to other persons, or permission to other persons (except CTC'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 CTC's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for CTC'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 CTC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.2.3 above.

8.5.2.6 CTC'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 CTC to

provide Telecommunications Services to CTC 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 CTC shall be destroyed or returned by CTC 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 General Terms and Conditions and Section 8.6.1 below), CTC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

8.5.4 Audits.

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

8.5.4.2 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 CTC's access to and use of Verizon OSS Information which is made available by Verizon to CTC pursuant to this Agreement, to ascertain whether CTC is complying with the requirements of Applicable Law and this Agreement, with regard to CTC'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 CTC's access to and use of Verizon OSS Information which is made available by Verizon to CTC through Verizon OSS Facilities.

8.5.4.3 Information obtained by Verizon pursuant to this Section 8.5.4 shall be treated by Verizon as Confidential Information of CTC pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 8.5.4 to enforce Verizon's rights under the Agreement or Applicable Law.

8.5.5 CTC 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.

8.6 Liabilities and Remedies.

If CTC, or CTC'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 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 CTC's license shall not be deemed to be the exclusive remedy for any such breach by CTC, or CTC'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 with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, 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 CTC'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, CTC shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that CTC anticipates submitting orders in each week of the next Calendar Quarter.

8.8.2 CTC shall reasonably cooperate with Verizon in submitting orders for Verizon 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 CTC 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 CTC Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to CTC 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 CTC Customer in the manner required by Applicable Law.

8.9.2 Upon request by Verizon, CTC shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to CTC'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 CTC Customers (as authorized by the applicable

CTC 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 CTC prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to CTC. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon 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 CTC 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 CTC through Verizon Pre-OSS Services.

8.11 Cancellations.

Verizon may cancel orders for service on which CTC has not taken any required activity within thirty-one (31) consecutive calendar days after the original service due date.

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

- 9.1 Verizon shall afford CTC non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon'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 CTC Customers served by Telecommunications Services provided by Verizon to CTC for resale or a Local Switching Network Element provided by Verizon to CTC.

- 10.2 CTC'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 provided to CTC upon CTC's request. CTC 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 CTC 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 CTC, from CTC to Verizon, or from CTC 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 CTC under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a CTC 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, CTC, or Telecommunications Carriers other than Verizon and CTC.
- 10.6 CTC may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

11. Routing for Operator Services and Directory Assistance Traffic.

For a Verizon Telecommunications Service dial tone line purchased by CTC for resale pursuant to the Resale Attachment, upon request by CTC, Verizon will establish an arrangement that will permit CTC to route the CTC Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by CTC. Verizon will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will provide this routing arrangement pursuant to an appropriate written request submitted by CTC and a mutually agreed-upon schedule. This routing arrangement will be implemented at CTC's expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, CTC will be responsible for ongoing monthly and/or usage charges for the routing arrangement. CTC shall arrange, at its own expense, the trunking and other facilities required to transport traffic to CTC's selected provider of operator and directory assistance services.

INTERCONNECTION ATTACHMENT

1. General

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

2. Methods for Interconnection and Trunk Types

2.1 Points of Interconnection ("POI").

2.1.1 In accordance with, but only to the extent required by Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement.

2.1.2 Each Party ("Originating Party"), at its own expense, shall provide for delivery to the relevant IP of the other Party ("Receiving Party") Reciprocal Compensation Traffic and Measured Internet Traffic that the Originating Party wishes to deliver to the Receiving Party.

2.1.3 CTC may use any of the following methods for interconnection with Verizon:

2.1.3.1 a Collocation arrangement CTC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or

2.1.3.2 a Collocation arrangement that has been established separately at the Verizon-IP by a third party and that is used by CTC to interconnect with Verizon; and/or

2.1.3.3 an Entrance Facility and transport obtained from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the CTC network to the Verizon-IP.

2.1.4 CTC may order from Verizon, in accordance with the rates, terms and conditions set forth in this Agreement and applicable Verizon Tariff(s) (or in the absence of applicable rates, terms and conditions set forth in this Agreement and Verizon's Tariff(s), in accordance with rates, terms and conditions to be negotiated by the Parties), any of the methods for interconnection specified in Section 2.1.3 above.

2.1.5 Verizon may use any of the following methods for interconnection with CTC:

2.1.5.1 a Collocation arrangement that Verizon has established at the CTC-IP pursuant to the Collocation Attachment, or an interconnection arrangement Verizon has established at the CTC-IP that is operationally equivalent to a Collocation arrangement (including, but not limited to, a Verizon provided Entrance Facility); and/or

- 2.1.5.2 a Collocation arrangement that has been established separately at the CTC-IP by a third party and that is used by Verizon to interconnect with CTC; and/or
- 2.1.5.3 a non-distance sensitive Entrance Facility obtained from CTC (and any necessary multiplexing) from the Verizon network to the CTC-IP (including, but not limited to, at Verizon's election, an Entrance Facility accessed by Verizon through interconnection at a Collocation arrangement that CTC has established at a Verizon Wire Center pursuant to the Collocation Attachment, or through interconnection at a Collocation arrangement that has been established separately at a Verizon Wire Center by a third party that is used by CTC), or an Entrance Facility obtained from a third party that has established an interconnection arrangement with CTC.
- 2.1.6 Verizon may order from CTC, in accordance with the rates, terms and conditions set forth in this Agreement and applicable CTC Tariff(s) (or in the absence of applicable rates, terms and conditions set forth in this Agreement and CTC Tariff(s), in accordance with rates, terms and conditions to be negotiated by the Parties), any of the methods for interconnection specified in Section 2.1.5 above.
- 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 Interconnection Trunks for the transmission and routing of Reciprocal Compensation 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, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 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 CTC Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, in accordance with Sections 9 through 11 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 Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Interconnection Trunks (trunks with traffic going in both directions) will be deployed. Unless otherwise mutually agreed, it will be presumed that all Interconnection Trunks will be Two-Way.
- 2.2.4 In the event the traffic volume between a Verizon End Office and the CTC network, which is carried by a Final Tandem Interconnection Trunk group, exceeds 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 Interconnection Trunk groups between the Verizon End Office and the CTC network; or, (b) if Two-Way Interconnection Trunks are used, then CTC shall promptly submit an ASR to Verizon to establish new End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the CTC network.
- 2.2.5 Except as otherwise agreed by the Parties, the total number of Tandem Interconnection Trunks between CTC's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between CTC's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, CTC shall promptly submit an ASR to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between CTC's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

2.3 One Way Interconnection Trunks.

- 2.3.1 Where the Parties have agreed to use One-Way Interconnection Trunks for the delivery of traffic from CTC to Verizon, CTC, at CTC's own expense, shall:
- 2.3.1.1 provide its own facilities for the delivery of traffic to the CTC Collocation arrangement at the Verizon-IP or to the third-party Collocation arrangement used by CTC at the Verizon-IP; and/or
- 2.3.1.2 obtain transport for delivery of the traffic to the CTC Collocation arrangement at the Verizon-IP or to the third-party Collocation arrangement used by CTC at the Verizon-IP (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon; and/or
- 2.3.1.3 order the One-Way Trunks from Verizon in accordance with the rates, terms and conditions set forth in this Agreement and applicable Verizon Tariffs, for installation on an Entrance Facility obtained by CTC from Verizon pursuant to Sections 2.1.3.3 and 2.1.4, and also order

multiplexing and transport from Verizon pursuant to Sections 2.1.3.3 and 2.1.4.

2.3.1:3.1 For each Tandem One -Way Interconnection Trunk group provided by Verizon to CTC with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, CTC will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%).

2.3.2 Where the Parties have agreed to use One-Way Interconnection Trunks for the delivery of traffic from Verizon to CTC, Verizon, at Verizon's own expense, shall:

2.3.2.1 provide its own facilities for delivery of the traffic to the Verizon Collocation arrangement or interconnection arrangement at the CTC-IP or to the third-party Collocation arrangement used by Verizon at the CTC-IP; or

2.3.2.2 obtain transport for delivery of the traffic to the Verizon Collocation arrangement or interconnection arrangement at the CTC-IP or to the third-party Collocation arrangement used by Verizon at the CTC-IP (a) from a third-party, or, (b) if CTC offers such transport pursuant to this Agreement or an applicable CTC Tariff, from CTC; or

2.3.2.3 order the One-Way Trunks from CTC in accordance with the rates, terms and conditions set forth in this Agreement and applicable CTC Tariffs for installation on an Entrance Facility obtained by Verizon from CTC pursuant to Sections 2.1.5.3 and 2.1.6, or obtain the One-Way Trunks from a third-party that has established an interconnection arrangement with CTC.

2.4 Two-Way Interconnection Trunks.

2.4.1 Where the Parties have agreed to use Two Way Interconnection Trunks for the exchange of traffic between Verizon and CTC, CTC shall order from Verizon, and Verizon shall provide, the Two-Way Interconnection Trunks and the Entrance Facility, on which such Trunks will ride, and transport and multiplexing, in accordance with the rates, terms and conditions set forth in this Agreement and Verizon's applicable Tariffs.

2.4.2 Prior to ordering any Two-Way Interconnection Trunks from Verizon, CTC 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 Centium Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Interconnection Trunks and the interface specifications at the Point of Interconnection (POI). Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually

agree on the conversion process and project intervals for conversion of such *One-Way Interconnection Trunks to Two-Way Interconnection Trunks*.

- 2.4.3 Two-Way Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI.
- 2.4.4 On a semi-annual basis, CTC shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that CTC anticipates Verizon will need to provide during the ensuing two (2) year period to carry traffic from CTC to Verizon and from Verizon to CTC. CTC's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centium Call Second (Hundred Call Second) equal to five (5).
- 2.4.8 Two-Way 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 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 CTC shall engineer Two-Way Interconnection Trunks using Telcordia's BOC Notes on the LEC Networks SR-TSV-002275.
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.10 CTC shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. CTC shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. CTC shall complete ASRs in accordance with Ordering and Billing Forum (OBF) Guidelines as in effect from time to time.
- 2.4.11 Verizon may (but shall not be required to) monitor Two-Way Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the

applicable design objective on any Tandem Two-Way Interconnection Trunk group and CTC has not notified Verizon that it has corrected such blocking, Verizon may submit to CTC a Trunk Group Service Request directing CTC to remedy the blocking. Upon receipt of a Trunk Group Service Request, CTC will complete an ASR to augment the Two-Way Interconnection Group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.

- 2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%) of the engineered capacity, or greater, to determine whether those groups should be augmented. CTC will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) of the engineered capacity by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%) of the engineered capacity, unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%) of the engineered capacity, unless the Parties agree otherwise, CTC will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) of the engineered capacity for each respective group. In the event CTC fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this section, Verizon may bill CTC for the excess Interconnection Trunks at the applicable Verizon rates.
- 2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and CTC's network, Verizon's performance in connection with these Two-Way 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.
- 2.4.14 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 Interconnection Trunk group and install One-Way Interconnection Trunks to the other Party's relevant POI. However, notwithstanding the foregoing, if a Party has failed to comply with this Agreement with regard to Two-Way Interconnection Trunks, the other Party may upon three (3) months prior written notice and without mutual agreement of the non-complying Party, withdraw its traffic from a Two-Way Interconnection Trunk group and install One-Way Interconnection Trunks to the non-complying Party's relevant POI, unless the non-complying Party cures such non-compliance within thirty (30) days of receipt of such notice from the other Party.
- 2.4.15 CTC will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000192, including but not limited to those standards requiring that a call from CTC to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between CTC and the Verizon End Office.
- 2.4.16 When the Parties implement Two-Way Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of

Use ("PPU") factor for each facility on which the Two-Way Interconnection Trunks ride, based on the total number of minutes of traffic that each Party sends over the Two-Way Interconnection Trunks riding on that facility. CTC will pay a percentage of Verizon's monthly recurring charges for each facility on which the Two-Way Interconnection Trunks ride equal to CTC'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 CTC's side of CTC's-IP, which charges shall be solely the financial responsibility of CTC. During the first full calendar quarter (and any partial calendar quarter preceding such first full calendar quarter) after the first Two-Way Interconnection Trunk is established on a facility, the PPU for that facility will be fifty percent (50%) for each Party. For each calendar quarter thereafter, the Parties shall recalculate the PPU using actual traffic usage data for the preceding calendar quarter.

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 facility on Verizon's side of the CTC-IP, CTC shall pay fifty percent (50%) of the Verizon non-recurring charges; and, (b) for the portion of the facility on CTC's side of the CTC-IP, CTC shall be solely responsible for the non-recurring charges.

Notwithstanding the foregoing provisions of this Section 2.4.16, CTC will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with and attributable to that portion of Two-Way Interconnection Trunk groups located outside the Rate Center boundary until CTC 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 CTC 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 Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

4. Initiating Interconnection

- 4.1 If CTC 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, CTC 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 4.1 shall include (a) the initial Routing Point(s); (b) the applicable CTC-IPs to be established in the relevant LATA in accordance with this Agreement; (c) CTC's intended Interconnection activation date; and (d) a forecast of CTC'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 CTC's notice provided for in Section 4.1, Verizon and CTC shall confirm the Verizon-IP(s), the CTC-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 Interconnection Trunks used for Interconnection pursuant to Sections 1 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 For One-Way or Two-Way Interconnection Trunks, both Parties shall use either a DS-1 or DS-3 facilities interface at the POI. When and where an STS-1 interface is available, the Parties may agree to use such and interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS-3 interface facility, one Party, by mutual agreement, 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. The specific NECA 4 Intermediate Hub location to be used for One-Way or Two-Way Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then CTC shall pay 100% of the facility charges for the One-Way or Two-Way Interconnection Trunks.

5.2.3 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.

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

5.2.5 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.

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

- 5.4 Signaling. Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff.
- 5.5 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 14.1:

6. Traffic Measurement and Billing over 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 Interconnection Trunks.
- 6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.
- 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. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 7.3.2.1 below.

- 6.3 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.
- 6.4 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. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation Traffic Interconnection Points .

7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which CTC will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("CTC-IPs") shall be as follows:

7.1.1.1 For each LATA in which CTC requests to interconnect with Verizon, except as otherwise agreed by the Parties, CTC shall establish a CTC-IP at a Collocation site at each Verizon Tandem Wire Center within the LATA (or, in the case of a LATA in which there is no Verizon tandem, at a Verizon End Office Host or other Verizon Wire Center, as designated by Verizon) where the Rate Center of the NPA/NXXs assigned by CTC to its Customers is within such Tandem's serving area. If the volume of traffic originating from any Verizon End Office that is delivered to CTC's IP at a Verizon Tandem Wire Center exceeds 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, then the originating Party shall promptly establish One-Way Interconnection Trunks from the Verizon End Office to the POI; or, (b) if Two-Way Interconnection Trunks are used, then CTC shall promptly submit an ASR to Verizon to establish Two-Way Interconnection Trunk groups between the Verizon End Office and the POI. In either case, upon Verizon's request, the Verizon End Office Wire Center shall become, with respect to the traffic originating from that Verizon End Office, the POI and the CTC-IP, which CTC shall establish via Collocation at the Verizon End Office Wire Center. CTC shall establish such CTC-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 If CTC fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then (a) Verizon may pursue available dispute resolution mechanisms; and, (b) CTC shall bill and Verizon shall pay the lesser of the End Office reciprocal compensation rate for relevant traffic or the applicable intercarrier compensation rate, 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 CTC or a third party), from Verizon's originating End Office to the CTC-IP.

7.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, CTC may maintain existing IPs, except that Verizon may request in writing to transition such CTC-IPs to the CTC-IPs described in subsections 7.1.1.1 and 7.1.1.2, above. Upon such request, the Parties shall negotiate a mutually satisfactory arrangement 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, then (a) either Party may pursue applicable dispute resolution mechanisms; and, (b) CTC shall bill and Verizon shall pay the lesser of the End Office Reciprocal Compensation rate for relevant traffic or the applicable intercarrier compensation rate, 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 CTC or a third party), from Verizon's originating End Office to the CTC-IP.

7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:

7.1.2.1 For Reciprocal Compensation Traffic delivered by CTC to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.

7.1.2.2 For Reciprocal Compensation Traffic delivered by CTC to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.

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 CTC-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then CTC shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the CTC-IP, to the extent such physical Interconnection is technically feasible.

- 7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.

7.2 Reciprocal Compensation.

The Parties shall compensate each other for the transport and termination of Reciprocal Compensation 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 CTC-IP for traffic delivered by Verizon for termination by CTC, and at the Verizon-IP for traffic delivered by CTC 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 Reciprocal Compensation Traffic delivered to the Verizon-IP by CTC or the CTC-IP by Verizon. When such Reciprocal Compensation 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 Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.3 Traffic Not Subject to Reciprocal Compensation.

- 7.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

- 7.3.2 Reciprocal Compensation shall not apply to Internet Traffic.

- 7.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

- 7.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

- 7.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

- 7.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 7.3.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.4 The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by CTC to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to CTC.

8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 8.2 Subject to Section 8.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third party carrier and delivered by CTC to Verizon, CTC shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by CTC.
- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 Interconnection Points.
 - 8.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.
 - 8.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.
 - 8.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the

applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 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 CTC Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where CTC elects to have its End Office Switch subtend a Verizon Tandem. *This includes casually-dialed (1010XXX and 101XXXX) traffic.*

9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 If CTC chooses to subtend a Verizon access Tandem, CTC's NPA/NXX must be assigned by CTC to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.

9.2.2 CTC 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 CTC's Customers.

9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office CTC 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.

9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow CTC's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

10. Meet-Point Billing Arrangements

10.1 CTC and Verizon will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange 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 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Routing Point/Verizon Serving Wire Center combinations.

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

- 10.4 CTC 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.
- 10.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

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 MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, 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 MPB arrangement provided by that Party.

- 10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each CTC Routing Point/Verizon Serving Wire Center combination, the MPB billing percentages for transport between the CTC Routing Point and the Verizon Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.17.
- 10.7 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.
- 10.8 Verizon shall provide CTC 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.
- 10.9 CTC 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.
- 10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 shall be sent to the following addresses:

To CTC:

David Gorgas
Director of Billing Operations
360 Second Avenue
Suite 6
Waltham, MA 02451

For Verizon:

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

- 10.11 CTC 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.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (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.
- 10.13 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 7 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.
- 10.14 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.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 10.16 In the event CTC determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable CTC to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located CTC Routing Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed.
- 10.17 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:

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

and

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

where:

a = the airline mileage between CTC 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.

10.18 CTC 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 CTC's delivery of notice to Verizon, Verizon and CTC shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

11. 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) ("8YY") calls to the other Party. For the purpose of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to a database. Except as otherwise agreed to by the Parties, all CTC originating "untranslated" 8YY traffic will be routed over a separate one-way trunk group.

11.1 When CTC delivers translated 8YY calls to Verizon for completion,

11.1.1 to an IXC, CTC shall:

11.1.1.1 provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 10 above; and

11.1.1.2 bill the IXC the CTC query charge associated with the call.

11.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA:

11.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and

11.1.2.2 bill to the toll free service access code service provider CTC's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the CTC query charge; and

11.1.2.3 Verizon shall bill applicable Tandem Transit Service charges and associated passthrough charges to CTC.

11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,

11.2.1 to CTC in its capacity as a toll free service access code service provider, Verizon shall:

11.2.1.1 bill CTC the Verizon query charge associated with the call as specified in the Pricing Attachment; and

11.2.1.2 provide an appropriate EMI record to CTC; and

11.2.1.3 bill CTC Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges as applicable.

11.3 When CTC delivers untranslated 8YY calls to Verizon for completion,

11.3.1. to an IXC, Verizon shall:

11.3.1.1 query the call and route the call to the appropriate IXC; and

11.3.1.2 provide an appropriate EMI record to CTC to facilitate billing to the IXC; and

11.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

11.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:

11.3.2.1 query the call and route the call to the appropriate LEC toll free service access code service provider; and

11.3.2.2 provide an appropriate EMI record to CTC; to facilitate billing to the LEC toll free service access code service provider; and

11.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

11.4 Verizon will not direct untranslated toll free service access code calls to CTC.

12. Tandem Transit Traffic

12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on CTC'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 CTC 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.

12.2 Tandem Transit Traffic Service provides CTC with the transport of Tandem Transit Traffic as provided below.

- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 3 through 6. CTC 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.
- 12.4 CTC 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. If CTC does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to CTC.
- 12.5 CTC shall pay Verizon for Transit Service that CTC 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.
- 12.6 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.
- 12.7 If or when a third party carrier's Central Office subtends a CTC Central Office, then CTC shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to CTC as defined in this Section 12 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a CTC Central Office ("Reciprocal Tandem Transit Service"). CTC shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 12.
- 12.8 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.

13. Number Resources, Rate Center Areas and Routing Points

- 13.1 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.
- 13.2 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.

- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, CTC shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. CTC 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.
- 13.4 CTC shall designate one location for each Rate Center Area in which CTC has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and 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 CTC will be routed in the same manner as calls to CTC's initial NXXs.
- 13.5 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 CTC's choices regarding the size of the local calling area(s) that CTC may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

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

14.1 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:

- 14.1.1 standards to ensure that 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.
- 14.1.2 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;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 2; and
- 14.1.5 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.

14.2 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 14.2, 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.

14.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, CTC 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 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 (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for CTC-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

14.3.1 Initial Forecasts/Trunking Requirements. To the extent CTC 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 CTC decides to market its services. Verizon will, as an initial matter, provide the same number of trunks to terminate Reciprocal Compensation Traffic to CTC as CTC provides to terminate Reciprocal Compensation Traffic to Verizon. Verizon will be largely dependent on CTC to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. When CTC 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 CTC requests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to CTC is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and CTC's previous forecasts have proven to be reasonably reliable and accurate.

14.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at CTC's suggestion or request pursuant to the procedures identified in Section 14.3. 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 CTC

financially responsible for the excess facilities.

- 14.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that CTC 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 CTC financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, CTC may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold CTC 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.

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

15.1 Scope.

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

15.2 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 OBF. The Parties shall provide LNP on a reciprocal basis.

- 15.2.1 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 authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 15.2.2 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.

- 15.2.3 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 Customer.

- 15.2.4 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.
- 15.2.5 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.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, 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.
- 15.2.7 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.
- 15.2.8 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.
- 15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX, or an entire NXX-X in pooling areas, for a single Customer, or activated at least eighty percent (80%) of such NXX or NXX-X for a single Customer, with the remaining numbers in that NXX or NXX-X 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 or NXX-X 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 and NXX-Xs from one switch to another. Neither Party shall charge the other in connection with this

coordinated transfer.

15.4 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 15.4. The Parties shall provide INP on a reciprocal basis.

- 15.4.1 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 only where LNP is not commercially available or not required by FCC orders and regulations. 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.
- 15.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by either Party.
- 15.4.3 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.
- 15.4.4 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 15.4.5, below.
- 15.4.5 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.
- 15.4.6 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.
- 15.4.7 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.

15.5 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.

- 15.5.1 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 LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, 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.
- 15.5.2 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 15.5.

RESALE ATTACHMENT

[Resale terms and conditions have been intentionally deleted from this Agreement pursuant to Section 33.4 of the General Terms and Conditions.]

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to CTC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, 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 CTC only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to CTC to the extent that provision of such UNEs or Combinations are not required by Applicable Law. In accordance with FCC Rule 51.319(f), Verizon will not provide OS/DA when it offers customized routing. In no event shall this Agreement limit CTC'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, UNE-P and loop and transport combinations ("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 Network Elements that are not already combined in Verizon's network.
- 1.3 CTC 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 CTC. Without limiting the foregoing, CTC 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 CTC in order to allow CTC 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 CTC 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 CTC access to advanced intelligent network (AIN) services, including AIN platform and architecture. Verizon shall not be obligated to provide access to proprietary AIN services that qualify for proprietary treatment pursuant to FCC Rule 51.317(a).

- 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 CTC, 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 CTC. If Verizon terminates its provision of a UNE or a Combination to CTC pursuant to this Section 1.5 and CTC elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with CTC to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of CTC; and, (b) CTC shall pay all applicable charges for such Services, including, but not limited to, any 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 CTC on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, CTC 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 CTC's Collocation node by means of a Cross Connection. Notwithstanding the foregoing, CTC's access to EELs shall be subject to and consistent with the requirements of Applicable Law.
- 1.8 If as the result of CTC 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 CTC Customer premises, CTC 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 CTC 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.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow CTC 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 CTC 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 revised from time-to-time. 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 revised from time-to-time.
- 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 revised from time-to-time.
- 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 is revised from time-to-time). 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 revised from time-to-time, *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 revised from time-to-time, *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 available only in Bell Atlantic Service Areas.

- 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 using PCM line code. 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 is revised from time-to-time).
- 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). 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 CTC in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time.
- 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 designed loops that meet specific CTC requirements for 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, low-pass filters, range extenders and similar devices;
 - 3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap, low-pass filters, range extenders and similar devices;
 - 3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap, low-pass filters, range extenders and similar devices;
 - 3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap, low-pass filters, range extenders and similar devices;
 - 3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap, low-pass filters, range extenders and similar devices;
 - 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, low-pass filters, range extenders and similar devices; and
 - 3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap, low-pass filters, range extenders and similar devices.
- 3.13 Verizon shall make Digital Designed Loops available to CTC 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 CTC shall place orders for xDSL Loops and 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, SDSL and BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to CTC, consistent with the FCC's UNE Remand Order, para. 427 (FCC 99-238), as the process is completed in each Central Office. CTC must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL, SDSL or BRI ISDN 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 mechanized database described in Section 3.14.2 (i.e., in those cases where Verizon does not provide mechanized prequalification to itself or to a Verizon affiliate), CTC 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 mechanized 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), CTC 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 (e.g., specific number and location of bridged taps, the specific number of load coils, the gauge of the cable, or other impediments).
- 3.14.5 If CTC 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 CTC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If CTC submits a service order for an ADSL, HDSL, SDSL, IDSL, BRI ISDN, or other Digital Design 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 CTC with a "Nonqualified" indicator and the with 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 CTC for charges associated with processing such service order in cases where Verizon's prequalification process incorrectly represents the technical parameters of the Loop.
- 3.14.6 Where CTC has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN 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 CTC is already aware of the conditioning required (e.g., where CTC has previously requested a qualification and has obtained loop characteristics), CTC 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, and in a manner and at intervals that are at parity with what Verizon performs for itself or its affiliate, upon receipt of CTC'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 CTC, 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 CTC'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 Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by CTC. 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. Notwithstanding the foregoing, if the Commission has ordered different intervals, Verizon shall comply with such ordered intervals.

- 3.16 If CTC requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If CTC 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, CTC shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If CTC 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, CTC 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. If Verizon is unable to perform the desired conversion, Verizon will contact CTC as soon as reasonably practicable.

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 CTC Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to CTC:

- 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. Verizon will make commercially reasonable efforts to contact CTC in the event such an outside dispatch is required. If CTC does not request a coordinated cutover, Verizon will process CTC's order as a new installation subject to applicable standard provisioning intervals.

- 3.17.1.2 CTC 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 CTC 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, CTC and Verizon shall mutually agree on a New Conversion Time, as defined below. CTC 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 CTC the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.17.1.3 CTC shall provide dial tone at the CTC 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 Loop Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from CTC, so long as CTC is not directly at fault for the rescheduling; and
 - 3.17.1.5.2 If CTC requests to reschedule outside the one (1) hour time frame above, CTC shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to

the New Conversion Time so long as Verizon is not directly at fault for the rescheduling.

- 3.17.1.6 If CTC 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 CTC will reschedule and, upon request from CTC, 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 CTC 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 CTC 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 CTC 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 CTC access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if CTC 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 CTC. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of CTC's request notify CTC of the lack of available facilities. CTC 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). CTC 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 CTC'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 CTC, solely for CTC's own use, the frequency range above the voice band on the same copper Loop required by CTC 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 that line sharing may or may not 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 CTC for CTC'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 CTC 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 CTC 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 CTC; 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. CTC must utilize the Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops to make this determination.
- 4.4.2 CTC 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 CTC through the Loop prequalification database, and if a positive response is received and followed by receipt of CTC'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 CTC'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*. Under such conditions, Verizon will employ the same processes and procedures to service CTC's orders as it employs for itself and its affiliates.
- 4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and CTC 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, in the manner required by Applicable Law, 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. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) Business Days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities may have a provisioning interval that is longer than the standard provisioning interval for the Line Sharing arrangement. In no event shall the Line Sharing interval offered to CTC be longer than the interval offered to any similarly situated Affiliate of Verizon.
- 4.4.7 CTC 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 order to minimize provisioning problems and facility issues. CTC will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, if any, 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, CTC 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, CTC 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 CTC 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. CTC's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.
- 4.7 CTC may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is being provided to Verizon's Customer. CTC is responsible for providing, through one of the splitter options described below, 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 operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. CTC 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 CTC and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. CTC 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 CTC submits an order for Line Sharing.

Splitter Option 1: Splitter in CTC Collocation Area

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

responsibility of CTC.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a CTC-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 employs the use of a POT Bay for interconnection of CTC's Collocation arrangement with Verizon's network, 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 POT Bay and the splitter. Installation of the splitter will be performed by Verizon or, at CTC's election, by a Verizon-approved vendor designated by CTC.

In those serving End Offices where Verizon does not employ a POT Bay for interconnection of CTC's Collocation arrangement with Verizon's network, the CTC-provided splitter will be installed (mounted) in a relay rack between the CTC Collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the CTC Collocation arrangement and the splitter. Installation of the splitter will be performed by Verizon or, at CTC's election, by a Verizon-approved vendor designated by CTC.

In either scenario under Splitter Option 2, Verizon will control CTC's splitter and will direct any required activity. Where a POT Bay is employed, Verizon also will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to CTC 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. CTC must submit the application for Collocation augment, with the application fee, to Verizon. 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 CTC'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. CTC must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) Business Days shall apply.

4.8 CTC 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 CTC:

4.8.1.1 Under Splitter Option 1, CTC may conduct its own physical tests of the shared Loop from CTC's collocation area. If it chooses to do so, CTC may supply and install

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 CTC-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 CTC-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, upon request by CTC, either Verizon or, at CTC's election, a Verizon-approved vendor selected by CTC will install a CTC-provided test head to enable CTC to conduct remote physical tests of the shared Loop. This optional CTC-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 CTC-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 CTC-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 CTC-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 CTC, will provide these test results to CTC 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 CTC via RETAS after the service order has been completed. CTC will utilize the circuit number to initiate a test.
- 4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of CTC's Collocation arrangement with Verizon's network, CTC will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to CTC through use of the on-line computer interface test system at www.verizon.com/wise. This system is available 24 hours a day, 7 days a week.
- 4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where CTC 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 CTC 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 CTC should reasonably have been able to isolate and diagnose through one of the testing options available to CTC above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.4 Verizon and CTC each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. CTC 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. If a splitter or test head that CTC has provided to Verizon malfunctions, CTC shall provide a replacement splitter or test head to Verizon. 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 CTC 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 to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with CTC's service. Verizon will not repair any CPE equipment provided by CTC. Before a trouble ticket is issued to Verizon, CTC shall validate whether the Customer is experiencing a trouble that arises from CTC's 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, if Verizon determines the reported trouble arises from CTC's Advanced Services equipment, splitter problems, or CTC's activities, Verizon will:

4.8.6.1 Notify CTC and request that CTC immediately test the trouble on CTC'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 CTC 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 CTC'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 CTC-provided splitter from the Customer's Loop and switch

port if Verizon determines in good faith that the cause of the voice interruption is CTC's data service.

- 4.8.6.4 Upon notification from CTC that the malfunction in CTC's advanced service has been cleared, Verizon will restore CTC's advanced service by restoring the splitter on the Customer's Loop.
- 4.8.6.5 Upon completion of the above steps, CTC 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 CTC's data service.
- 4.8.6.6 Verizon shall not be liable to CTC, the Customer, or any other person for damages of any kind for disruptions to CTC's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and CTC shall indemnify Verizon from any Claims that result from such steps.

5. Line Splitting

CTC 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, CTC 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 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 Distribution (USLA).

Subject to the conditions set forth in Section 1 and upon request by CTC, Verizon shall provide CTC with Access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. A "Distribution Sub-Loop" or "Sub-Loop Distribution Facility" 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 CTC with access to a Sub-Loop

Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

- 6.1.1 CTC may request that Verizon reactivate (if available) an unused drop and NID or provide CTC with access to a drop and NID that, at the time of CTC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 CTC may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications Outside Plant Interconnection Cabinet (a "TOPIC") or, if CTC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of CTC at such terminal. To obtain access to a Sub-Loop Distribution Facility, CTC shall install a TOPIC on an easement or Right of Way obtained by CTC within 100 feet of the Verizon FDI to which such Distribution Sub-Loop is connected. A TOPIC 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 CTC TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by CTC for any electronics in the TOPIC. CTC 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.
- 6.1.3 CTC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to CTC, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility, CTC must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a CTC TOPIC. To make such a request, CTC must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnect Application") that identifies the FDI at which CTC wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnect Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of CTC's demand for access to Sub-Loop Distribution Facilities at the requested FDI. CTC must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs. (a "Sub-Loop Distribution Facility Application Fee") with a Sub-Loop Distribution Facility Interconnect Application. CTC must submit Sub-Loop Distribution Facility Interconnect Applications to CTC's Account Manager.

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnect Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to CTC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnect Cost Statement").
- 6.1.6 CTC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnect Cost Statement within sixty (60) days of CTC's receipt of such statement and the associated Sub-Loop Distribution Facility 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 Distribution Facility Interconnect Application shall be deemed to have been withdrawn if CTC breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide CTC with access to a Distribution Sub-Loop, Verizon shall bill CTC, and CTC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnect Cost Statement for such access.
- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a CTC TOPIC and CTC has paid the full cost of such installation, CTC can request the cross connection of Verizon Sub-Loop Distribution Facilities to the CTC TOPIC. At the same time, CTC shall advise Verizon of the services that CTC plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. CTC shall run any crosswires within the TOPIC.
- 6.1.8 If CTC requests that Verizon reactivate an unused drop and NID, then CTC shall provide dial tone (or its DSL equivalent) on the CTC 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 Distribution Facility to the CTC dial tone or equivalent from the TOPIC. If CTC requests that Verizon provide CTC with access to a Sub-Loop Distribution Facility that, at the time of CTC's request, Verizon is using to provide service to a Customer, then, after CTC has looped two interconnecting pairs through the TOPIC 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 TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, CTC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit CTC's long-term number portability request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility 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.
- 6.1.10 Verizon shall provide CTC with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals.

6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of CTC and subject to the time and material rates set forth in the Pricing Attachment or the rates, terms and conditions of Verizon's applicable Tariffs. CTC accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) CTC reports to Verizon a Customer trouble, (b) CTC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, then CTC shall pay Verizon the charge set forth in the Pricing Attachment or Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by CTC is not available at the appointed time. If as the result of CTC instructions, and through no direct fault of Verizon, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charge set forth in the Pricing Attachment or Verizon's applicable Tariffs will be assessed per occurrence to CTC by Verizon. If, as the result of CTC instructions and through no direct fault of Verizon, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in the Pricing Attachment or Verizon's applicable Tariffs will be assessed per occurrence to CTC by Verizon.

6.2 Sub-Loop – Feeder (UFSE).

6.2.1 Subject to the conditions set forth in Section 1 and upon request by CTC, Verizon shall provide CTC with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office.

6.2.2 CTC may obtain access to a Feeder Sub-Loop only from a CTC collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if CTC has a collocation arrangement in such RTEE. Upon CTC's request, Verizon will connect a Feeder Sub-Loop to a CTC collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either a CTC collocation arrangement in the Verizon RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that CTC has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and CTC that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a CTC collocation arrangement in a Verizon Central Office or to a CTC TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. CTC may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between

such office and RTEE or FDI.

- 6.2.3 CTC shall run any crosswires within a CTC physical collocation arrangement and a CTC TOPIC and CTC will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to a CTC collocation arrangement. CTC shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and CTC shall not bill Verizon, and Verizon shall not pay CTC, for providing such power and space.
- 6.2.4 Verizon shall not be obligated to provide to CTC any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If CTC requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to CTC in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 6.2.5 Verizon shall provide CTC with access to a Feeder Sub-Loop in accordance with negotiated intervals.
- 6.2.6 Verizon shall repair and maintain a Feeder Sub-Loop at the request of CTC and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. CTC may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. CTC accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) CTC reports to Verizon a trouble, (b) CTC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then CTC shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a CTC contact as designated by CTC is not available at the appointed time. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to CTC by Verizon. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to CTC by Verizon.

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow CTC 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 and the Pricing Attachment.

7. **Inside Wire**

7.1 House and Riser.

Subject to the conditions set forth in Section 1 of this Attachment and upon request by CTC, Verizon shall provide to CTC 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 CTC. CTC may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide CTC with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

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

- 7.1.1 CTC 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, CTC 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 CTC'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 CTC's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.
- 7.1.4 CTC shall identify its terminal block and equipment as a CTC facility.
- 7.2 To provide CTC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) acquire any Right of Way for CTC, (c) acquire space for CTC in any building, (d) acquire access to any portion of a building for CTC or (e) reserve space in any building for CTC.
- 7.3 CTC 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 CTC 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 CTC's termination block, and Verizon shall determine how to perform such installation. CTC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to CTC in accordance with CTC's order for such services.
- 7.4 If a CTC compatible connecting block or spare termination on CTC's connecting block is not available at the time of installation, Verizon shall bill CTC, and CTC shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date.

- 7.5 Verizon shall perform all installation work on Verizon equipment. All CTC 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 CTC and subject to the time and material rates set forth in the Pricing Attachment. CTC shall be solely responsible for initial trouble isolation for House and Riser Cable and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) CTC reports to Verizon a Customer trouble, (b) CTC 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 CTC 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 CTC 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 originally designated by Verizon. If as the result of CTC's erroneous 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 CTC by Verizon. If as the result of CTC 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 CTC by Verizon.

8. Dark Fiber

- 8.1 Access to unbundled Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF (collectively, "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.

For purposes of Dark Fiber terms contained in this Section 8, an "Accessible Terminal" means a piece of equipment where fiber cables and their respective fiber strands terminate, such as a Fiber Distribution Frame or Fiber Patch Panel. These terminals allow technicians to affix fiber cross connects without removing a splice case or opening a splice point.

- 8.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as 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.
- 8.3 A "Dark Fiber Subloop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases

has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.

- 8.4 "Dark Fiber Interoffice Facilities (IOF)" consist of continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) Verizon's Accessible Terminals at two Verizon Central Offices or (b) a Verizon Accessible Terminal at a Verizon Central Office and a CTC Central Office, but in either case, that have not been activated through connection to multiplexing, aggregation or other electronics that "light" it and thereby render it capable of carrying Telecommunications Services.
- 8.5 In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber generally, including Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF as appropriate:
- 8.5.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to CTC's collocation arrangement located in that same Verizon Central Office or at CTC's collocation space adjacent to such Verizon Central Office, if applicable, and the other end terminates at the Customer premise.

Verizon shall be required to provide a Dark Fiber Subloop only where (1) one end of the Dark Fiber Subloop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to CTC's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to CTC's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Subloop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to CTC's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Subloop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to CTC's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to CTC's collocation arrangement or adjacent structure.

With respect to Dark Fiber Loops and Dark Fiber Subloops, a CTC demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A CTC demarcation point at a Customer premise shall be established at a location that is no more than thirty (30) feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Subloop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Subloop to the CTC demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

Verizon shall be required to provide Dark Fiber IOF only where (1) one end of the Dark Fiber IOF terminates at a Verizon Accessible Terminal in a Verizon Central Office that can be cross-connected to CTC's

collocation arrangement located in that same Verizon Central Office and the other end terminates at a Verizon Accessible Terminal in another Verizon Central Office that can be cross-connected to CTC's collocation arrangement located in that same Verizon Central Office, or (2) one end of the Dark Fiber IOF terminates at a Verizon Accessible Terminal in a Verizon Central Office that can be cross-connected to CTC's collocation arrangement located in that same Verizon Central Office or at CTC's collocation space adjacent to such Verizon Central Office, if applicable, and the other end terminates in a CTC Central Office.

With respect to Dark Fiber IOF, a CTC demarcation point at a CTC Central Office shall be established at a location that is no more than thirty (30) feet from Verizon's Accessible Terminal on which the Dark Fiber IOF terminates.

- 8.5.2 CTC may access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF, and CTC may not access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or splice case. Verizon will not introduce additional splice points or open existing splice points to accommodate a CTC 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 CTC.
- 8.5.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.5.4 Verizon shall perform all work necessary to install: (1) a cross connection or a fiber jumper from Verizon's Accessible Terminal to a CTC collocation arrangement or (2) from a Verizon Accessible Terminal to CTC's demarcation point at a Customer premise.
- 8.5.5 At the Customer premise, unused fibers are not available to CTC pursuant to this Attachment unless such fibers terminate on a Verizon Accessible Terminal, such as a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to CTC.
- 8.5.6 A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of CTC's completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF requested by CTC may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of CTC's request, indicating whether the requested Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF 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 response interval. If after completing a Dark Fiber Inquiry, the response to such inquiry indicates that Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF may be available as set forth above, CTC may request a Field Survey to verify the availability of spare fiber pairs for lease and to ascertain the

transmission characteristics. Upon receipt of the request, Verizon will prepare and submit a time-and-materials estimate to CTC to perform the Field Survey. CTC must pay all estimated costs before Verizon will commence any work on the Field Survey. Once payment has been received, Verizon will dispatch a technician to test the transmission characteristics of a particular Dark Fiber strand(s) that CTC intends to order, and Verizon shall provide such test results to CTC. CTC further acknowledges that the test results only shall include the transmission characteristics of the Dark Fiber strand(s) requested by CTC 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 CTC. Such determination shall be CTC's sole responsibility.

- 8.5.7 CTC shall order Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 8.5.8 Access to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF that terminate 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, including but not limited to adjacent collocation.
- 8.5.9 Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will be offered to CTC in the condition that they are available in Verizon's network at the time that CTC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for CTC's use.
- 8.5.10 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, Dark Fiber Subloops or Dark Fiber IOF and, therefore, will not be offered to CTC as Dark Fiber.
- 8.5.11 Dark Fiber that has been assigned to fulfill a Customer order, or for maintenance purposes, or allocated for near term Customer growth is not spare Dark Fiber and will not be offered to CTC as Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.
- 8.5.12 CTC shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF.
- 8.5.13 CTC may not resell Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF purchased pursuant to this Attachment to third parties.
- 8.5.14 Except to the extent permitted by Applicable Law, CTC shall not use Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF as a substitute for special or switched access services.
- 8.5.15 In order for Verizon to preserve the efficiency of its network, Verizon will limit CTC to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-

year period. 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:

- 8.5.15.1 Revoke Dark Fiber leased to CTC upon a showing of need to the Commission and a minimum of twelve (12) months' advance written notice to CTC or such period, if any, as determined by the Commission; and
- 8.5.15.2 Revoke Dark Fiber leased to CTC upon a showing to the Commission that CTC underutilized fiber (less than OC-12) within any twelve (12) month period.
- 8.5.15.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a CTC 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 CTC, or impair Verizon's ability to meet a legal obligation.
- 8.5.16 CTC may not reserve Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.
- 8.5.17 CTC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF accommodate the requirements of CTC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting CTC's collocation arrangements with any proper optical cross connects or other equipment that CTC needs to access Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF before it submits an order for such access.
- 8.5.18 CTC is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to fiber that has been broken. Verizon will not repair Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF that are/is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF have changed.
- 8.5.19 CTC is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of CTC.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 and at CTC's request, Verizon shall permit CTC to connect a CTC Loop to the Inside Wiring of a Customer through the use of a Verizon Network Interface Device ("NID") in accordance with

this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide CTC with access to NIDs in accordance with, but only to the extent required by, Applicable Law. CTC may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining CTC NID deployed by CTC or, if an entrance module is available in the Verizon NID, by connecting a CTC 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 CTC 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 CTC access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of on-going Telecommunications Service to that Customer.
- 9.4 In no case shall CTC remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall CTC 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 Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When CTC is connecting a CTC-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, CTC does not need to submit a request to Verizon and Verizon shall not charge CTC for access to the Verizon NID. In such instances, CTC shall comply with the provisions of Sections 9.2 through 9.7 of this Agreement and shall access the Customer's Inside Wiring in the manner set forth in Section 9.8 of this Agreement.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), CTC may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
 - 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, CTC may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to CTC's NID.
 - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, CTC 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.

- 9.8.3 CTC may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. CTC, its agent, the building owner or the Customer). If CTC accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. CTC, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

- 10.1 Subject to the conditions set forth in Section 1, Verizon shall make available to CTC 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 CTC with access to the Local Switching Element and the Tandem Switching Element, in accordance with, but only to the extent required by, Applicable Law.

10.2 Local Switching.

- 10.2.1 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). 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).
- 10.2.2 Verizon shall offer, as an optional chargeable feature, usage tapes in accordance with Section 8 of the Additional Services Attachment.
- 10.2.3 CTC 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. CTC may submit a Bona Fide Request in accordance with Section 14.3 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 CTC to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.3 Network Design Request (NDR).

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

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

10.4 Tandem Switching.

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem 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**

11.1 Subject to the conditions of Section 1, where facilities are available, at CTC's request, Verizon shall provide CTC with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that CTC 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 CTC 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 CTC 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 CTC with its own switching facilities access to Verizon's signaling network for each of CTC's switches. This connection shall be made in the same manner as Verizon connects one of its own switches to a signaling transfer point. CTC is responsible for providing transport from CTC'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 CTC 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 CTC 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 CTC to provide any call-related database-supported services to customers served by CTC carrier's switch. AIN-based services designed and developed by CTC 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 CTC with the information necessary to enter correctly, or format for entry, the information relevant for input into Verizon's service management system. CTC is responsible for any costs required for training its employees.

- 12.1.3.3 Verizon shall provide CTC 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 CTC shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve CTC's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the CTC information Verizon requires to provide such call-related functionality is resident in a database, CTC will provide Verizon with the access and authorization to query CTC'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 CTC 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 CTC.
- 12.4 Regardless of the manner in which CTC obtains CCS Interconnection, CTC shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.
- 12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation 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 CTC signaling systems to the public Internet Protocol network may expose CTC and Verizon signaling systems and information to interference by third parties. CTC shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet

Protocol network. CTC 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 CTC in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. CTC shall charge Verizon rates equal to the rates Verizon charges CTC, unless CTC's Tariffs for CCS signaling provide for lower generally available rates, in which case CTC 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 CTC 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 CTC through such electronic interfaces.

14. Availability of Other UNEs on an Unbundled Basis

- 14.1 Any request by CTC 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 14.3, below. CTC 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) CTC reports to Verizon a Customer trouble, (b) CTC 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 CTC 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 CTC is not available at the appointed time. However, this charge shall not apply if the Verizon technician fails to arrive within the appointed time designated by Verizon. CTC accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of CTC's erroneous 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 CTC by Verizon. If as the result of CTC'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 CTC by Verizon. However, if Verizon assesses any charges on CTC 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 CTC all charges applicable to that trouble that were erroneously levied on CTC. Verizon agrees to respond to CTC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated 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 CTC, 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"). Combinations set forth in any of Verizon's Tariffs, however, shall not limit the Combinations that are conceivably available under this Agreement. 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 CTC, 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 CTC'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 CTC only to the extent required by Applicable Law and may decline to provide Collocation to CTC to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to CTC 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. CTC's Provision of Collocation

If CTC has elected to offer collocation to other telecommunications carriers, upon request by Verizon, CTC shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon's interconnection with facilities or services of CTC. CTC shall provide collocation on a non-discriminatory basis in accordance with CTC's applicable Tariffs, or in the absence of applicable CTC Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties.

911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 CTC 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 CTC 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 CTC with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, CTC and Verizon will negotiate arrangements to connect CTC 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 CTC-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 CTC, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide CTC, 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 CTC 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. A letter is required from the PSAP director before the release of the MSAG by Verizon to CTC;
 - 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 CTC 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 CTC 911/E-911 data entry files containing errors, so that CTC may ensure the accuracy of the Customer records.

2. Electronic Interface

CTC shall use, where available, the appropriate Verizon electronic interface, through which CTC shall input and provide a daily update of 911/E-911 database information related to appropriate CTC Customers. In those areas where an electronic interface is not available, CTC 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"). CTC may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of CTC Customer information.

3. 911 Interconnection

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

4. 911 Facilities

CTC shall be responsible for providing facilities from the CTC End Office to the 911 Tandem or selective router. CTC 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 CTC. Therefore, for those ported telephone numbers using INP, CTC 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, CTC will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. CTC will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 CTC 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 CTC's NENA COID to lock and unlock records and the posting of CTC'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 CTC 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

CTC will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

8. 911 Rules and Regulations

CTC 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 the Commonwealth of Pennsylvania.

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.
- 1.9 Notwithstanding anything to the contrary in Sections 1.1 to 1.8 above, Verizon shall provide advanced notice to CTC in a publicly available forum of any tariff revisions submitted by Verizon to a Commission or the FCC that: (1) establish new Charges; or (2) seek to change the Charges provided in Appendix A.

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

[Intentionally Left Blank].

3. **CTC Prices**

Notwithstanding any other provision of this Agreement, the reciprocal compensation Charges that CTC bills Verizon for the transport and termination of Reciprocal Compensation Traffic shall comply with 47 CFR § 51.711. Furthermore, with respect to the access Charges that CTC bills Verizon, CTC 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 CTC'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-PENNSYLVANIA INC. and CTC

A. INTERCONNECTION¹

<u>Service or Element Description</u> ² :	<u>Recurring Charges</u> :	<u>Non-Recurring Charge</u> :
I. Reciprocal Compensation Traffic Termination³		
Reciprocal Compensation Traffic Delivered at Verizon End Office Interconnection Point	June 14, 2001 through December 13, 2001 – \$0.0015/MOU	Not Applicable
	December 14, 2001 through June 13, 2003 – \$0.0010/MOU	
	June 14, 2003 and thereafter – \$0.0007/MOU	

¹ All rates and charges specified herein are pertaining to the Interconnection Attachment.

² Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to CTC when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by CTC 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 Reciprocal Compensation 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.

³ The charges for Reciprocal Compensation Traffic Termination set out in this Section A.I., "Reciprocal Compensation Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's 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 (4/18/01). The dates shown in this schedule are not intended to modify the Term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

The charges for Reciprocal Compensation Traffic Termination set out in Section A.I. that CTC bills to Verizon are intended to be the same as the charges that Verizon bills to CTC for Reciprocal Compensation Traffic Termination. In the event of any change in the charges for Reciprocal Compensation Traffic Termination set out in Section A.I., the charges for Reciprocal Compensation Traffic Termination that CTC bills to Verizon shall automatically change to be the same as the charges for Reciprocal Compensation Traffic Termination that Verizon bills to CTC. The Reciprocal Compensation Traffic Termination per minute of use charge billed by CTC to Verizon shall not exceed the Reciprocal Compensation Traffic Termination per minute of use charge billed by Verizon to CTC.

Reciprocal Compensation Traffic Delivered at Verizon Tandem Interconnection Point	<p>June 14, 2001 through December 13, 2001 -- \$0.0015/MOU</p> <p>December 14, 2001 through June 13, 2003 -- \$0.0010/MOU</p> <p>June 14, 2003 and thereafter -- \$0.0007/MOU</p>	Not Applicable
Reciprocal Compensation Traffic Delivered at CTC End Office Interconnection Point	<p>June 14, 2001 through December 13, 2001 -- \$0.0015/MOU</p> <p>December 14, 2001 through June 13, 2003 -- \$0.0010/MOU</p> <p>June 14, 2003 and thereafter -- \$0.0007/MOU</p>	Not Applicable
Reciprocal Compensation Traffic Delivered at CTC Tandem Office Interconnection Point	<p>June 14, 2001 through December 13, 2001 -- \$0.0015/MOU</p> <p>December 14, 2001 through June 13, 2003 -- \$0.0010/MOU</p> <p>June 14, 2003 and thereafter -- \$0.0007/MOU</p>	Not Applicable

Service or Element Description:

II. Entrance Facilities and Transport for Interconnection

A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection

Recurring Charges:

Per interstate [Verizon FCC 1 Sec. 6 access tariff for Feature Group D service as amended from time to time

Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time

Non-Recurring Charge:

Per interstate [Verizon FCC 1 Sec. 6] access tariff for Feature Group D service as amended from time to time

Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time

III. Exchange Access Service

Interstate

Per Verizon FCC tariff number 1, as amended from time to time

Intrastate

Per Verizon tariff number 302, as amended from time to time

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. End Point Fiber Meet

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

V. Tandem Transit arrangements for Reciprocal Compensation Traffic between CTC and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching

\$.000795/MOU

Per Section II. above, as applicable

Switched Transport

\$.000144/MOU
\$.000003/MOU/Mile

B. UNBUNDLED NETWORK ELEMENTS^{4 5}

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Dedicated Transport⁶		
Voice Grade/DS-0	\$9.75/Month & \$.03/Mile/Month	All: \$1.06/Service Order, \$357.97/Initial Facility & \$24.29/Additional Facility (if purchased when initial facility ordered)
DS-1	\$35.22/Month & \$.60/Mile/Month	
DS-3	\$489.55/Month & \$16.94/Mile/Month	
DDS	\$10.10/Month & \$.03/Mile /Month	
STS-1	\$378.21*/Month & \$15.23*/Mile/Month	
OC-3	\$1,144.03*/Month & \$46.79*/Mile/Month	
OC-12	\$2,887.97*/Month & \$95.12*/Mile/Month	
II. Common Transport		
Tandem Switching	\$.000795/MOU	Not Applicable
Transport Fixed	\$.000144/MOU	Not Applicable
Transport Per Mile	\$.000003/MOU	Not Applicable

⁴ All rates and charges specified herein are pertaining to the Unbundled Network Elements Attachment.

⁵ 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.

⁶ 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. 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. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

III. Digital Cross-Connect System

Service Establishment	Not Applicable	\$1913.61
Database Modification	Not Applicable	\$150.48/Modification Request
Reconfiguration by Verizon personnel	Not Applicable	\$32.37 Programming Charge/Half Hour
DS-0 Cross-Connect	\$20.55/Port/Month	\$26.48/Port
DS-1 Cross-Connect	\$72.10/Port/Month	\$33.11/Port

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. Entrance Facilities

All:
 \$1.06/Service Order
 plus installation
 charges for each initial
 and additional facility
 purchased at the time
 of order:

2 Wire Voice Grade Channel Termination	\$14.04/Month	\$503.05/Initial & \$292.96/Additional
4 Wire Voice Grade Channel Termination	\$28.78/Month	\$504.74/Initial & \$293.52/Additional
DS-1 to Voice Grade Multiplexing	\$73.28/Month	\$554.67/Initial & \$554.67/Additional
DS-1 Channel Termination	\$155.68/Month	\$676.43/Initial & \$335.87/Additional
DS-3 to DS-1 Multiplexing	\$242.57/Month	\$554.67/Initial & \$554.67/Additional
DS-3 Channel Termination	\$975.90/Month	\$676.43/Initial & \$335.87/Additional
STS-1	\$325.52*/Month	\$676.43*/Initial & \$335.87*/Additional
OC-3	\$530.56*/Month	\$676.43*/Initial & \$335.87*/Additional
OC-12	\$2,129.17*/Month	\$676.43*/Initial & \$335.87*/Additional

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
V. Unbundled Switching⁷		
a. Local Switching Ports		
POTS/PBX/Centrex		\$1.06/Service Order
Rates per port per month with all vertical features:	\$2.67/Port/Month	Per Port: \$3.01/Installation \$1.34/Disconnect
Rates per port, per month, with all vertical features except:	\$1.90/Port/Month	
3-Way Calling	\$.52/Month	
	\$.45/Month	
Centrex Intercom	\$.16/Month	
Custom Ringing	\$.002/Call	
Calling Number Delivery Block		
ISDN (BRI)	\$9.74Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect

⁷ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
ISDN (PRI)	\$128.53/Port/Month	\$1.06/Service Order Per Port: \$114.73/Installation \$1.34/Disconnect
Public/Semi-Public	\$3.30/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
DID	\$5.58/Port/Month	\$1.06/Service Order Per Port: \$700.41/Installation \$1.34/Disconnect
Switched DS1	\$92.70/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
IDLC Analog	\$382.70/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
UPALP (Unbundled Public Access Line)	\$2.50/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
UCP (Unbundled Coin)	\$3.70/Port/Month	\$1.06/Service Order Per Port: \$3.01/Installation \$1.34/Disconnect
Ancillary Features for UPALP or UCP		
International Direct Dial Blocking (IDDB)	\$0.06543	Not Applicable
Line Side Answer Supervision	\$0.00592	Not Applicable
Call Type Blocking	\$0.06543	Not Applicable
Inward Screening	\$0.00	Not Applicable
Outward Blocking	\$0.06113	Not Applicable
One-way Restriction - Inward Blocking	\$0.04181	Not Applicable
SMDI	\$206.95	\$1.06/Service Order Per Port: \$700.41/Installation \$1.34/Disconnect
b. Tandem Switching Usage	\$0.000795/MOU	Not Applicable
c. Local Switching Usage		

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Originating With Vertical Features
 Terminating With Vertical Features
d. Trunk Ports
 End Office (Dedicated)
 Tandem

\$.001802/MOU
 \$.001615/MOU

 \$87.81
 \$214.57

Not Applicable
 Not Applicable

 \$1.06/Service Order

 Initial facility \$357.97
 Additional facility (when ordered at time of Initial Facility) \$24.29

VI. Unbundled Loops⁸

2 Wire Analog Loops (POTS Loops)

Density Cell:
 1 - \$10.25/Month
 2 - \$11.00/Month
 3 - \$14.00/Month
 4 - \$16.75/Month

Service Order: \$1.06
Installation:
 If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

 If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
 \$1.34 per loop

⁸ 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.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

Service or Element Description:
2 Wire ISDN

Recurring Charges:

Density Cell:
1 - \$11.71/Month
2 - \$12.42/Month
3 - \$15.42/Month
4 - \$18.73/Month

Non-Recurring Charge:

Service Order: \$1.06
Installation:
If premises visit not
required - \$13.06 initial
and each additional loop;
Not Applicable if existing
loop & port together

If premises visit required
- \$77.71, initial loop;
\$32.91, additional loop

Disconnect:
\$1.34 per loop

Service or Element Description:

Customer Specified Signaling - 2 Wire

Recurring Charges:

Density Cell:
1 - \$10.25/Month
2 - \$11.00/Month
3 - \$14.00/Month
4 - \$16.75/Month

Non-Recurring Charge:

Service Order: \$1.06
Installation:
If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
\$1.34 per loop

Customer Specified Signaling - 4 Wire

Density Cell:
1 - \$19.93/Month
2 - \$22.81/Month
3 - \$28.69/Month
4 - \$34.43/Month

Service Order: \$1.06
Installation:
If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
\$1.34 per loop

DS1

Density Cell:
1 - \$117.90/Month
2 - \$120.62/Month
3 - \$146.42/Month
4 - \$191.17/Month

Service Order: \$1.06
Installation:
If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
\$1.34 per loop

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

DS3

Density Cell:
 1 - \$915.64/Month
 2 - \$915.64/Month
 3 - \$915.64/Month
 4 - \$915.64/Month

Service Order: \$1.06
 Installation:
 If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
 \$1.34 per loop

Coordinated Loop Cutover⁹

Not Applicable

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:
 \$41.42 per order

⁹ Coordinated Cutover not available with ADSL, HDSL, SDSL, IDSL Loops or Digital Design Loops

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 - \$10.25/Month
2 - \$11.00/Month
3 - \$14.00/Month
4 - \$16.75/Month

Non-Recurring Charge:

Service Order: \$1.06
Installation:
If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
\$1.34 per loop

Cooperative Testing,
per loop-\$31.72

Engineering query,
\$123.60

Engineering Work
Order,
\$555.40

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

4 Wire HDSL Loops

Density Cell:
 1 - \$19.93/Month
 2 - \$22.81/Month
 3 - \$28.69/Month
 4 - \$34.43/Month

Service Order: \$1.06
 Installation:
 If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:
 \$1.34 per loop

Cooperative Testing, per loop-\$31.72 .

Engineering query, \$123.60

Engineering Work Order, \$555.40,

Digital Four-Wire (56 KD) Loops

Density Cell:
 1 - \$37.54*/Month
 2 - \$40.06*/Month
 3 - \$47.07*/Month
 4 - \$51.79*/Month

Service Order: \$1.06*
 Installation:
 If premises visit not required - \$3.01* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66*, initial loop; \$22.86*, additional loop

Disconnect:
 \$1.34* per loop

Standard Digital Loop

All:
 \$.45*/ Mechanized Loop Qualification per Loop Provisioned

All:
 \$95.27*/ Manual Loop Qualification per Loop Request

Digital Designed Loop
 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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

\$193.13*
Removal of one Bridged Tap per Request

\$469.83*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$123.60*
Engineering Query

\$555.40*
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

\$193.13*
Removal of one Bridged Tap per Request
\$469.83*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$123.60*
Engineering Query

\$555.40*
Engineering Work Order Charge

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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

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

\$883.54*
Required Removal of Load Coils (up to 21,000 feet)

\$1175.10*
Required removal of Load Coils (up to 27,000 feet)

\$193.13*
Removal of one Bridged Tap per Request

\$469.83*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$123.60*
Engineering Query

\$555.40*
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

\$883.54*
Required Removal of Load Coils (up to 21,000 feet)

\$1175.10*
Required Removal of Load Coils (up to 27,000 feet)

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

		\$193.13* Removal of one Bridged Tap per Request
		\$469.83* Removal of Multiple Bridged Taps per Loop per Request
		\$968.77 xDSL Qualification & Conditioning: Add Electronics (Repeater)* Addition of Range Electronics
		\$123.60* Engineering Query
		\$555.40* 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	\$193.13* Removal of one Bridged Tap per Request
		\$469.83* Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$123.60* Engineering Query
		\$555.40* Engineering Work Order Charge

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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

\$192.56*
Removal of one Bridged Tap per Request

\$469.83*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
\$123.60*
Engineering Query

\$555.40*
Engineering Work Order Charge

2 Wire SDSL compatible Loops with Bridged Tap removal

See rates for 2 Wire SDSL Loops as set forth above

\$193.13*
Removal of one Bridged Tap per Request

\$469.83*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
\$123.60*
Engineering Query

\$555.40*
Engineering Work Order Charge

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

See rates for 2 Wire IDSL Loops as set forth above

\$193.13*
Removal of one Bridged Tap per Request

\$469.83*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

\$123.60*
Engineering Query

\$555.40*
Engineering Work Order
Charge

VII. Intrastate Collocation

As Applicable Per Verizon PA PUC No. 218 as
amended from time to time

VIII. Line Sharing Rate Element	\$ Amount	Mo.	NRC	*Option A ¹⁰	*Option C VERIZON installs/ CLEC vendor installs	
Application Fee - Augment	\$2500*		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	\$1095.88*		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Splitter Installation Cost - per shelf	\$ 444.30*		X	Not applicable	(1)	
Collocation cross-connect perVG	\$5.22* for virtual \$5.15* for physical	X		(2) SAC ¹¹ s	(2) SACs	(2) SACs

*Both Option A and Option C assume there is an existing Collocation Arrangement.

(1) = one required

(2) = two required

¹⁰ 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.

¹¹ Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

Rate Element	\$ Amount	Mo.	NRC	*Option A	Option C VERIZON installs/ CLEC vendor installs	
Splitter Option A	\$20.49*	X		(1)		
Splitter Option C	* 12.83*	X			(1)	(1)
Splitter Equipment Support	3.40*	X		(1)	(1)	(1)
WideBand Test Access per line	\$ 1.58*	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.

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

Rate Element	\$ Amount	Mo.	NRC	*Option A	Option C VERIZON installs/ CLEC vendor installs	
Service Order	\$1.06*		X	(1)	(1)	(1)
Field Installation Dispatch	See Digital Installation Rates		X	(1)	(1)	(1)
Loop Qualification Data Base per link	\$0.47*	X		(1)	(1)	(1)
Manual Loop Qualification	\$94.99*		X	(1)	(1)	(1)
Engineering Query	\$123.24*		X	(1)	(1)	(1)
Engineering Work Order	\$553.76*		X	(1)	(1)	(1)
OSS Charges per transaction	TBD*					
Unbundled Loops Conditioning charges for Digital Loops and Line Sharing	\$0.00* See Digital Designed Loop Rates	X	X			

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

Service or Element Description:

Recurring
Charges:

Non-Recurring
Charge:

IX. EEL

DS0 Connection Charge		
2 Wire Analog Loop		
	\$0.08*	
2 Wire Digital Loop		
	\$0.09*	
4 Wire Analog Loop		
	\$0.17*	
DS1 Connection Charge		
	\$0.91*	
DS3 Connection Charge		
	\$108.39*	
Digital Four Wire DS0 Loop Connection Charge		
	\$0.27*	

X. UNE Platform Conversion

Initial		\$4.20*
Additional		\$4.04*

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
XI. DARK FIBER		
Records Review		\$224.67*
Dark Fiber – IOF		
Verizon C.O. to Verizon C.O.		
Service Order		\$55.22*
Serving Wire Center ("SWC") Charge/SWC/Pair	\$7.41*	\$45.59*
IOF Mileage/Pair/ mile	\$66.30*	
IOF Mileage Installation Charge/Pair		\$204.94*
Verizon C.O. to CLEC C.O.		
Service Order		\$55.22*
SWC Charge/SWC/Pair	\$7.41*	\$42.59*
Channel Termination Charge/CLEC C.O.	\$68.60*	\$353.23*
Dark Fiber -- LOOP		
Loop Charge/Pair		
Rate Group A1	\$44.49*	\$566.97*
Rate Group A2	\$82.27*	\$566.97*
Rate Group B1	\$120.55*	\$566.97*
Rate Group B2	\$153.34*	\$566.97*
Service Order		\$55.22*
Serving Wire Center (SWC) Charge/SWC/Pair	\$7.41*	\$38.53*
Dark Fiber Subloop	TBD	TBD
XII. UNBUNDLED SUBLOOP ARRANGEMENT (USLA)		
USLA - 2 Wire - Distribution	<u>Density Cell</u>	<u>New:</u>
	1-\$2.03*	Initial \$128.55*
	2-\$2.56*	Additional \$57.88*
	3-\$3.95*	<u>Loop Through:</u>
	4-\$6.76*	Initial \$222.23*
		Additional \$129.76*
USLA - 4 Wire – Distribution	<u>Density Cell</u>	<u>New:</u>
	1-\$2.65*	Initial \$158.78*
	2-\$3.71*	Additional \$73.34*
	3-\$6.04*	<u>Loop Through:</u>
	4-\$10.92*	Initial \$252.35*
		Additional \$154.28*

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XIII. Signaling and Databases

1. STP Port

Termination

\$604.28/Month

\$95.29/Port

Access

\$.43/Mile/Month

\$1.06/Service Order
\$277.36/Initial Facility &
\$24.29/Additional
Facility
\$1.34/ Disconnect/ Link

2. 800/888/877 Database

Basic Query

\$.000817/Query

Not Applicable

Vertical Query

\$.000324/Query

Not Applicable

3. LIDB Validation

LIDB Point Codes

Not Applicable

\$86.87/Point Code

Calling Card

\$.015620/Query

Not Applicable

Billed Number Screening

\$.015620/Query

Not Applicable

Storage of CTC's Data in LIDB Database

Not Applicable

\$1,487.64 Service
Establishment

**4. AIN Service Creation (ASC) Service
Developmental Charges**

Service Establishment

Not Applicable

\$894.74

Service Creation Access Port

\$113.97/Port/Month

Not Applicable

Service Creation Usage

a. Remote Access

\$1,218.44/Day

Not Applicable

b. On-Premise

\$1,218.44/Day

Not Applicable

Certification & Testing

\$78.00/Hour

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
Help Desk Support	\$82.55/Hour	Not Applicable
5. Service Charges		
Subscription Charge	\$5.25/Month	Not Applicable
Database Queries		
a. Network Query	\$.0006/Query	Not Applicable
b. CTC Network Query	\$.0006/Query	Not Applicable
c. CTC Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.0009/Query	Not Applicable
b. Office Based	\$.0009/Query	Not Applicable
Utilization Element	\$.0003/Query	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	\$8.48/Service Activated/Line
b. CTC Network Service Activation	Not Applicable	\$8.48/Service Activated/Line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
c. CTC Switch Service Activation	Not Applicable	\$8.48/Service Activated/Line
Service Modification		
DTMF Update	\$.09/Occurrence	Not Applicable
Switch Based Announcement	\$.004/Announcement	Not Applicable
XIV. Network Interface Device (NID)		
2-wire NID	\$.64*/Month	Not Applicable
4-wire NID	\$.64*/Month	Not Applicable
DS1 NID	\$3.81*	Not Applicable
NID - 2 Wire per NID/month - NID-to-NID	\$0.64*	
NID - 4 Wire per NID/month - NID-to-NID	\$0.64*	
NID - Shared NID (multiple loops in a single NID)	TBD	
Service Call Dispatch	\$25.56*	
Each 15 minutes (period or part)	\$12.25*	

C. RESALE
[Intentionally Left Blank]

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

D. OPERATIONS SUPPORT SYSTEM

1. Pre-Ordering	\$.23/Query	Not Applicable
2. Ordering	\$3.35/Transaction	Not Applicable
3. Provisioning	Included in Ordering	Not Applicable
4. Maintenance & Repair		
a. ECG Access	\$.23/Query	Not Applicable
b. EB/OSI Access	\$1.17/Trouble Ticket	Not Applicable
5. Billing		
a. CD-ROM	\$249.56/CD-ROM	Not Applicable
b. Daily Usage File		
b.1. Existing Message Recording	\$.000261/Message	Not Applicable
b.2. Delivery of DUF		
Data Tape	\$17.34/Tape	\$62.13/Programming Hour
Network Data Mover	\$.000095/Message	Not Applicable
CMDS	\$.000095/Message	\$62.13/Programming Hour
b.3. DUF Transport		
9.6 kb Communications Port	\$10.37/Month	\$7,527.00/Port
56 kb Communications Port	\$28.63/Month	\$31,149.87/Port
256 kb Communications Port	\$28.63/Month	\$51,854.42/Port
T1 Communications Port	\$363.64/Month	\$185,031.55/Port
Line Installation	Not Applicable	\$62.13/Programming Hour/Port
Port Set-up	Not Applicable	\$9.97/Port
Network Control Programming	Not Applicable	\$62.13/Programming Hour/Port
Coding		

E. 911/E911

Transport	Access pass-through to number portability purchaser
Data Entry and Maintenance	Per section B. above.
	No Charge

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

F. TIME AND MATERIALS

Special Construction

As applicable per
Verizon-PA PUC 1 sec.
9

Service Technician (service work on unbundled loops outside of the Central Office)

Not Applicable

\$1.06/Service Order
\$26.56/Premises Visit
\$12.25 Labor Charge/
Quarter Hour After First
Quarter Hour

Central Office Technician

Not Applicable

\$1.06/Service Order
\$10.54 Labor Charge/
Quarter Hour or
Fraction Thereof

G. CUSTOMIZED ROUTING

To Reseller Platform

\$.13769/Line/Month

\$3.89/Line

To Verizon Platform for Re-Branding

\$.068849/Call

\$3.89/Line

Customized Routing Transport

Per section B. above.

H. DIRECTORY LISTINGS & BOOKS

Primary Listing (on initial UNE service order).
For each residence telephone number, two (2) listings in the White Page directory are provided.
For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to Verizon-PA end user business customers for which no specific charge applies.

Not Applicable

Not Applicable

Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)

Retail rates less wholesale discount. For retail rates see Verizon-PA tariff No. 1 sec. 5.B.

Books & delivery (annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to CTC per separate arrangement

SERVICE LIST

J. G. Harrington
Dow, Lohnes and Albertson
1200 New Hampshire Ave, N.W.
Suite 800
Washington, D.C. 20036-6802

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

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

Andrew O. Isar
Telecommunications Resellers
4321 92nd Avenue N.W.
Gig Harbor, WA 98335

Brian Barno
PA Cable & Telecommunications
127 State Street
Harrisburg, PA 17101-1025

John Short, Esq.
United Telephone Co. of PA
1201 Walnut Bottom Road
Carlisle, PA 17013

Bernard Ryan
Office of Sm. Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

H. R. Brown
North Pittsburgh Telephone Co.
4008 Gibsonia Road
Gibsonia, PA 15044-0395

Russell Blau
Swidler & Berlin, Chartered
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

James H. Cawley
Rhoads & Simon
1 South Market Square, 12th Fl.
Harrisburg, PA 17108-1146

Norman J. Kennard
Malatesta Hawke & McKeon
100 North Tenth Street
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PA Public Utility Commission
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Bureau of Fixed Utility Services
PA Public Utility Commission
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Regina L. Martz
Thomas, Thomas, Armstrong
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Harrisburg, PA 17108-9500

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

Linda Oliver & Kyle Dixon
Hogan & Hartson
555 Thirteenth Street, N.W.
Washington, D.C. 20004

Robert C. Barber
AT&T Communications
3033 Chain Bridge Road
Oakton, VA 22185

Daniel Clearfield, Esq.
Wolf, Block
212 Locust Street, Suite 300
Harrisburg, PA 17101-1236

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APR 01 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



1717 Arch Street, 32NW
Philadelphia, PA 19103

April 15, 2002

Tel: (215) 963-6004
Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS OVERNIGHT

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

DOCKETED
MAY 18 2002

RE: Joint Petition of Verizon Pennsylvania Inc. and CTC Communications Corp.
for Approval of an Interconnection Agreement
Docket No. A-310295F0002

F 7000

DOCUMENT
FOI DE

Dear Mr. McNulty:

On April 1, 2002 Verizon Pennsylvania Inc. and CTC Communications Corp. filed a Joint Petition for Approval of an Interconnection Agreement between them. The cover letter to that Joint Petition inadvertently contained erroneous information about the status of a pre-existing Resale Agreement between the parties. Please accept this corrective cover letter in lieu of the April 1 cover letter.

The Interconnection Agreement filed on April 1 does not replace the Resale Agreement between the parties previously approved by the Commission by order dated March 18, 1999, at Docket Number A-310295F0002 ("Existing Resale Agreement). The Parties expressly agree that the Existing Resale Agreement remains in full force and effect, and that, with respect to resold services provisioned between the Parties, the Parties shall continue to operate pursuant to the terms of the Existing Resale Agreement, as amended. The Interconnection Agreement filed on April 1 contains provisions other than Resale provisions.

Please date stamp the enclosed additional copy of this cover letter and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

Daniel E. Monagle
Daniel E. Monagle

DEM/slb

Enclosure

cc: Jonathan S. Frankel, Esquire (Via UPS Overnight)
Attached Service List

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APR 15 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SERVICE LIST

J. G. Harrington
Dow, Lohnes and Albertson
1200 New Hampshire Ave. N.W.
Suite 800
Washington, D.C. 20036-6802

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

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

Andrew O. Isar
Telecommunications Resellers
4321 92nd Avenue N.W.
Gig Harbor, WA 98335

Brian Barno
PA Cable & Telecommunications
127 State Street
Harrisburg, PA 17101-1025

John Short, Esq.
United Telephone Co. of PA
1201 Walnut Bottom Road
Carlisle, PA 17013

Bernard Ryan
Office of Sm. Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

H. R. Brown
North Pittsburgh Telephone Co.
4008 Gibsonia Road
Gibsonia, PA 15044-0395

Russell Blau
Swidler & Berlin, Chartered
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

James H. Cawley
Rhoads & Sinon
1 South Market Square, 12th Fl.
Harrisburg, PA 17108-1146

Norman J. Kennard
Malatesta Hawke & McKeon
100 North Tenth Street
Harrisburg, PA 17101

Kandace F. Melillo
Office of Trial Staff
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265

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

David E. Freet
Pennsylvania Telephone Assoc.
P.O. Box 1169
Harrisburg, PA 17108-1169

Susan S. Shanaman
Central Atlantic Payphone Assoc
212 North Third Street, Suite 203
Harrisburg, PA 17101

Michelle Painter
MCI WorldCom
1133 19th Street, N.W., 11th Fl.
Washington, D.C. 20036

Joseph Laffey
Commonwealth Telephone 100
CTE Drive
Dallas, PA 18612

D. Mark Thomas
Regina L. Martz
Thomas, Thomas, Armstrong
212 Locust Street
Harrisburg, PA 17108-9500

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

Linda Oliver & Kyle Dixon
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555 Thirteenth Street, N.W.
Washington, D.C. 20004

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AT&T Communications
3033 Chain Bridge Road
Oakton, VA 22185

Daniel Clearfield, Esq.
Wolf, Block
212 Locust Street, Suite 300
Harrisburg, PA 17101-1236

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APR 15 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: April 17, 2002

SUBJECT: A-310295F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *J.J.*

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND CTC
COMMUNICATIONS CORP., FOR APPROVAL OF AN INTERCONNECTION
AGREEMENT UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS
ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of
an Interconnection Agreement filed in connection with the
above docketed proceeding.

Enclosed is a copy of the notice that we provided to
the Pennsylvania Bulletin to be published on April 27, 2002.
Comments are due on or before 10 days after the publication
of this notice.

This matter is assigned to your Office for
appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

DOCUMENT
FOLDER

DOCKETED

APR 17 2002

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and CTC Communications Corp., for Approval of an Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996.

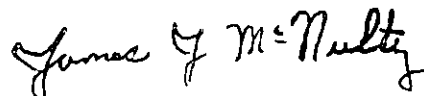
Docket Number: A-310295F7000

Verizon Pennsylvania Inc. and CTC Communications Corp., filed on April 1, 2002, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of Verizon Pennsylvania Inc. and CTC Communications Corp. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION



James J. McNulty
Secretary

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LEGISLATIVE REFERENCE
BUREAU
02 APR 17 PM 1:09
PA. CODE & BULLETIN

DOCUMENT
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DOCKETED

APR 17 2002

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



September 13, 2002

DOCKETED

SEP 20 2002

1717 Arch Street, 32NW
Philadelphia, PA 19103

Tel: (215) 963-6004
Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS OVERNIGHT

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

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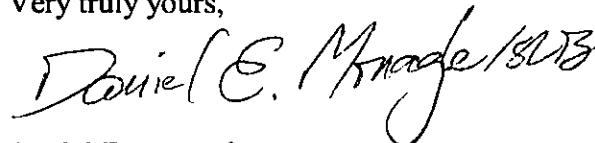
RE: Joint Filing of Verizon Pennsylvania Inc.
and CTC Communications Corporation
of Adoption of an Interconnection Agreement
Dkt. No. A-310295F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered May 24, 2002, the parties in the above-referenced matter were directed to file a true and correct copy of the Agreement that they had filed. Please be advised that the true and correct copy of the letter of adoption is the letter of adoption which the parties filed on April 1, 2002, and which, along with the underlying Agreement being adopted, was the subject of the Commission's Order dated May 24, 2002.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,



Daniel E. Monagle

DEM/slb

cc: Jonathan S. Frankel Esquire

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SEP 13 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

75



Via Certified Mail, Return Receipt

September 16, 2002

Pamela L. Hintz
Vice President of Legal and Regulatory Affairs
CTC Communications Corporation
360 Second Avenue
Waltham, MA 02451

Edward W. Kirsch, Esq.
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. Suite 300
Washington, DC 20007

James J. McNulty, Secretary
Pennsylvania Public Utilities Commission
Commonwealth Keystone Building
400 North St. 2nd Flr.
Harrisburg, PA 17120

Bureau of Consumer Services
Pennsylvania Public Utilities Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

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2002 SEP 20 AM 11:07
SECRETARY'S BUREAU

A-310295F-7000

Re: Notice of Payment Defaults for Access Service and Refusal of New Service – Pennsylvania

Dear Notice Recipients:

Please take notice that despite prior notice of payment defaults dated June 21, 2002, CTC Communications Corporation ("CTC") remains in continuing default of its bill payment obligations under the federal and state access tariffs of Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania Inc. ("Verizon").

This default applies to undisputed access charges that are more than thirty (30) days past due. CTC is now in default with respect to these charges in Pennsylvania in an amount that is not less than **\$530,898.56**, which arrearage represents repeated CTC noncompliance in payment obligations for all of CTC's access arrangements, federal and state. Most CTC access arrangements and payment defaults are under FCC tariff. Attached please find account information current as of August 30, 2002.

Please note further that Verizon has acknowledged, under separate correspondence dated September 9, 2002, the information about CTC's outstanding claims and complaints. Accordingly, the undisputed payment default amount provided above specifically excludes any amounts impacted by or subject to CTC's claims regarding special access service arrangements, including issues relating to application of term discounts.

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OCT 10 2002

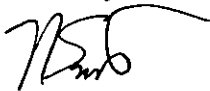
41

If CTC does not cure this repeated noncompliance within thirty (30) days of receipt of this notice, then Verizon will begin to implement its rights in accordance with Verizon's FCC Tariff No.1, section 2.1.8(A) and its Pennsylvania Tariff, PA PUC No. 302, section 2.1.8(A). Specifically, Verizon will refuse all applications and service orders placed by CTC pursuant to the above-referenced access tariffs for any service and facilities not already in service on October 21, 2002.

Verizon will take all available collection actions to receive payment of this undisputed debt. In addition, Verizon will continue to exercise any and all available legal remedies to ensure that additional access payment arrearages do not accrue under its tariffs.

Please contact me immediately to arrange payment in cure of breach of access payment obligations in Pennsylvania.

Sincerely,



Nolen E. Smith
Manager - Wholesale Receivables
(915) 944-5251

CTC COMMUNICATIONS – PENNSYLVANIA

CONTRACT SERVICE	AS OF DATE	CURRENT AMOUNT	PAST DUE AMOUNT	DISPUTE AMOUNT	TOTAL UNDISPUTED PAST DUE AMOUNT
Access	08/30/02	\$42,573.64	\$531,668.31	\$769.75	\$530,898.56

I N T E R
O F F I C E

MEMO

September 18, 2002

Subject: A-310295F7000; Joint Petition of Verizon Pennsylvania, Inc. and CTC Communications Corporation for approval of an Interconnection Agreement

To: James J. McNulty
Secretary

*OK to Close
9/20/02
dt*

From: Cheryl Walker Davis, Director
Office of Special Assistants *CWD*

On April 1, 2002, the above-captioned Petition was filed with the Commission and on May 24, 2002, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on September 13, 2002, Verizon filed a letter indicating that the true and correct copy of the Agreement was filed with the original Petition. Accordingly, please mark this proceeding as closed with respect to this Interconnection Agreement.

BTL

If you have any questions concerning this information, please contact Teri Mathias at 7-8039.

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DOCKETED
SEP 24 2002

SECRETARY'S BUREAU

2002 SEP 19 11:01

RECORDED

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



December 15, 2004

1717 Arch Street, 32N
Philadelphia, PA 19103

Tel: (215) 963-6004
Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS EXPRESS MAIL

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

DOCUMENT RECEIVED
FOLDER
DEC 15 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

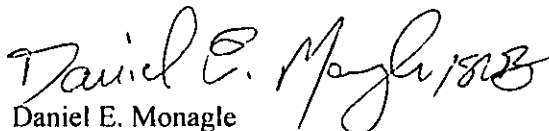
RE: Joint Petition of
Verizon Pennsylvania Inc. and CTC Communications Corp.
of an Interconnection Agreement
Dkt. No. A-310295 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection (Resale) Agreement between Verizon Pennsylvania Inc. and CTC Communications Corp., which Resale Agreement was filed with the Commission on December 18, 1998 and approved by the Commission by Order entered March 19, 1999 in Docket No. A-310295. This Amendment should be attached to and made part of the December 18, 1998 filed Agreement. For clarity, we specify that the parties have both a Resale Agreement (approved by the March 19, 1999 Order) and also a more comprehensive Interconnection Agreement (approved by Order dated May 24, 2002); this Amendment applies to the Resale Agreement approved by the Commission's March 19, 1999 Order. Although the Amendment was effective November 1, 2004, the Amendment was signed by the parties' signers on November 15, 2004 and November 16, 2004. Thus, this Joint Filing is being made within 30 days of the day that the agreement was 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 CTC Communications Corp.

Please date stamp the enclosed additional copy of each amendment and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,


Daniel E. Monagle

DEM/slb
Enclosure

cc: Pamela Hintz, CTC Communications Corp. (via UPS Express Mail)
Attached Service List

82

SECOND AMENDMENT TO RESALE AGREEMENTS

This Second Amendment to Resale Agreements (the "Second Amendment"), dated as of this 21st day of October, 2004 (the "Effective Date"), is between Verizon New York Inc., f/k/a New York Telephone Company, d/b/a Verizon New York in the states of New York and Connecticut, respectively, Verizon New England Inc., f/k/a New England Telephone and Telegraph Company, d/b/a Verizon Maine, Verizon Massachusetts, Verizon New Hampshire, Verizon Rhode Island, and Verizon Vermont, respectively, Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc., Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc., Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc., Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc., Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc., Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. and Verizon West Virginia Inc, f/k/a Bell Atlantic - West Virginia, Inc. (individually and collectively, as applicable, "Verizon" or "BA"), on the one hand, and CTC Communications Corp., a Massachusetts corporation ("CTC"), on the other hand (Verizon and CTC individually being referred to as a "Party" and, collectively, as the "Parties").

WHEREAS, Verizon and CTC are parties to Resale Agreements for Washington, D.C. and the states of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Vermont, Maine, New Hampshire, Rhode Island, and West Virginia respectively (the foregoing agreements being referred to as the "Resale Agreements"), and CTC purchases services from Verizon for resale in New York under Verizon's New York resale tariff, in the Commonwealth of Massachusetts under Verizon's Massachusetts resale tariff, and in the state of Connecticut under Verizon's Connecticut resale tariff;

WHEREAS, the Parties previously entered into an Amendment to Resale Agreements, dated July 1, 1999 (the "First Amendment") which provides a Volume and Term Discount, Winback Discount and IntraLATA Toll Discount (as those terms are defined in the First Amendment), subject to certain terms and conditions set forth therein, on certain Eligible Services (which term is also defined in the First Amendment) that CTC purchases from Verizon under the Resale Agreements and/or applicable Verizon resale tariffs for resale;

WHEREAS, the Parties desire to memorialize their agreement that the First Amendment amends their Resale Agreements for West Virginia and Washington, D.C.

WHEREAS, the Parties desire to make certain modifications to the Resale Agreements and the First Amendment;

NOW THEREFORE, in consideration of the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon and CTC hereby agree as follows:

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JAN 21 2005

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1. The Parties agree that the First Amendment amends the Resale Agreements for Washington, D.C. and West Virginia and pursuant to such agreement, Attachments 29 through 32 (attached hereto at Exhibit A) are hereby added to the Appendix 1 of the First Amendment. The parties understand and agree that notwithstanding the Effective Date, that the provisions of this Amendment shall apply retroactively to July 1, 2004.

2. Term of Resale Agreements. The Service Term (as such term is defined in the First Amendment) of each Resale Agreement is hereby extended by two (2) additional years, so that each Resale Agreement, unless terminated earlier in accordance with the terms thereof, shall expire seven (7) years from July 1, 1999. The first additional year shall run from July 1, 2004 through June 30, 2005 and the second additional year shall run from July 1, 2005 through June 30, 2006.

3. Annual Volume Commitment. Section 1(b)(i) of the First Amendment is hereby amended so that the Annual Volume Commitment schedule set forth therein reads in its entirety as follows:

“Year 1: at least 100,000 Qualified Business Lines; and
 Years 2-7: at least 225,000 Qualified Business Lines each year”

4. Annual Volume Commitment Measurement. Section 1(e) of the First Amendment is hereby amended to include a reference to the sixth and seventh years of the Service Term in the Volume and Term Matrix (Table 1) set forth therein, so that the matrix reads in its entirety as follows:

VOLUME & TERM MATRIX

V & T Tier	EOY 1	EOY 2	EOY 3	EOY 4	EOY 5, 6 and 7
Tier 1 _A	≥90k to 100K QBLs	≥203K to 225K QBLs	≥225K QBLs	≥225K QBLs	≥225K QBLs
Tier 1 _B	≥95k to 100K QBLs	≥214K to 225K QBLs	N/A	N/A	N/A
Tier 2	60K to Tier 1	150K to Tier 1	150K to Tier 1	150K to Tier 1	150K to Tier 1
Tier 3	N/A	100K to Tier 2	100K to Tier 2	100K to Tier 2	100K to Tier 2
Tier 4	<60K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract

5. Minimum Purchase. The first sentence of Section 1(f)(vi) of the First Amendment is hereby amended to include reference to the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“(vi) BA will monitor CTC's monthly volumes of Qualified Business Lines during the fifth, sixth and seventh years of the Service Term to ensure compliance with minimum commitment requirements, i.e., ≥100,000 Qualified Business Lines.”

6. Termination Charge. Section 1(g)(ii) of the First Amendment is hereby amended to include reference to the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“(ii) In each case during the fourth, fifth, sixth and seventh years of the Service Term, if CTC terminates any of the Resale Agreements or this Amendment, or if BA in its discretion terminates any of the Resale Agreements or this Amendment due to breach, or if CTC ceases to be a certified reseller (and does not restore its certification within forty-five (45) days of the loss or expiration of certification) in each State in which it has a Resale Agreement with BA or purchases services from BA under an applicable BA resale tariff, CTC shall, within thirty (30) days of receipt of written demand therefor, pay to BA in immediately available funds (in addition to any other amounts owed to BA under the Resale Agreements and/or applicable BA resale tariffs), an amount equal to (A) all of the discounts under this Amendment that CTC received during the number of months or portions thereof in the year of the Service Term in which termination or loss of certification occurs, plus (B) interest on such discounts dating back to the date received from BA calculated using the Applicable Interest Rate, plus (C) any applicable taxes relating thereto, plus (D) a handling fee equal to five percent (5%) of the amount of the discounts under this Amendment that CTC received during the year in question.”

7. Additional Discounts.

(A) Section 1(h)(i) of the First Amendment is hereby amended to include a reference to the sixth and seventh years of the Service Term in the Volume and Term Discount Schedule (Table 2) set forth therein, so that the schedule reads in its entirety as follows:

VOLUME and TERM DISCOUNT SCHEDULE

V & T Tier	EOY 1	EOY 2	EOY 3	EOY 4	EOY 5, 6 and 7
Tier 1 _A	≥90k to 100K QBLs	≥203K to 225K QBLs	≥225K QBLs 12%	≥225K QBLs 12%	≥225K QBLs 12%

Tier 1 _B	10% ≥95k to 100K QBLs 10%	12% ≥214K to 225K QBLs 12%	N/A	N/A	N/A
Tier 2	60K to Tier 1 7%	150K to Tier 1 10%	150K to Tier 1 10%	150K to Tier 1 10%	150K to Tier 1 10%
Tier 3	N/A	100K to Tier 2 7%	100K to Tier 2 7%	100K to Tier 2 7%	100K to Tier 2 7%
Tier 4	<60K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract

(B) Section 1(h)(iv) of the First Amendment is hereby amended to include the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“(iv) Subject to repayment under the terms of this Amendment, during the second through seventh years of the Service Term the Volume and Term Discount shall equal twelve percent (12%) if the Annual Volume Commitment Measurement reflects Tier 1 volume attainment or ten percent (10%) if the Annual Volume Commitment Measurement reflects Tier 2 volume attainment or seven percent (7%) if the Annual Volume Commitment Measurement reflects Tier 3 volume attainment.”

(C) The first sentence of Section 1(h)(viii)(F) of the First Amendment is hereby amended to include reference to the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“The respective MOU Targets for each of the third, fourth, fifth, sixth and seventh years of the Service Term shall equal the product of (x) the greater of forty (40) or the Average Monthly MOU Per Line during the immediately preceding year of the Service Term multiplied by .90, multiplied by (y) eighty percent (80%) of the Annual Volume Commitment Determination for the immediately preceding year of the Service Term (the resulting number not to exceed 225,000), multiplied by (z) twelve (12) months.”

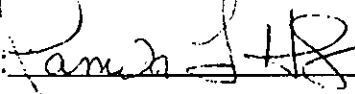
8. Scope of Second Amendment. Except to the extent set forth in sections 1 through 7 of this Second Amendment, all terms in the Resale Agreements and the First Amendment shall remain in full force and effect on and after the Effective Date hereof.

9. Conflict Between this Second Amendment and the Agreement. In the event of a conflict between a term or condition of this Second Amendment and a term or condition of the Resale Agreements or the First Amendment, this Second Amendment shall govern.

10. Counterparts. This Second 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.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the day and year first above written.


CTC COMMUNICATIONS CORP.

By: 

Name: PAMELA L. HINTZ

Title: VP. REGULATORY AFFAIRS

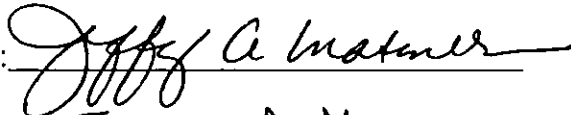
VERIZON NEW YORK INC.

By: 

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

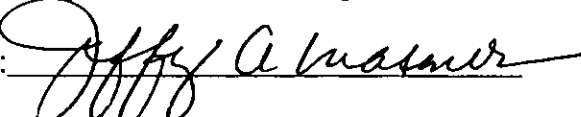
VERIZON NEW ENGLAND INC.

By: 

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

VERIZON DELAWARE INC.

By: 

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

VERIZON MARYLAND INC.

By: Jeffrey A. Masoner

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

VERIZON NEW JERSEY INC.

By: Jeffrey A. Masoner

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

VERIZON PENNSYLVANIA INC.

By: Jeffrey A. Masoner

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

VERIZON VIRGINIA INC.

By: Jeffrey A. Masoner

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

VERIZON WEST VIRGINIA INC.

By: Jeffrey A. Masoner

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SACS

VERIZON WASHINGTON, DC INC.

By: Jeffrey A. Masoner

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SACS

EXHIBIT A

Appendix 1, Attachment 29

Qualified Business Lines for Volume Commitment

Washington DC

Access Lines			
Message Business Service	1MB	WHB	
Measured Business Service	LMB	ALM	
Direct Inward Dial Trunks	NDT	NDZ	NDJ
PBX Trunks Message	TMB		
PBX Digital trunks	D7Z	D7W	
Centrex: **			
**Excludes:			
1. Centrex systems priced under a special contract (ICB, FPO, LSO, Custom Pricing)			
2. Centrex systems which serve multiple end user customers			
Centrex - Custopak / Class of Service			
Message	CGC+X		
Custopak Lines			
Unrestricted	R3G		
Restricted	R3K		
Primary Off Prem	RX3		
Centrex - Custoflex 2100 / Class of Service			
Message	KGK+X		
Custoflex 2100 Lines			
Unrestricted	R4N		
Restricted	RHK		
Primary Off Prem	RX3		
ISDN - Unrestricted	XQA		
ISDN - Restricted	XQK		

Appendix 1, Attachment 30

Product and Services Eligible for VTD discount Washington DC

Access Lines			
Message Business Service	1MB	WHB	
Measured Business Service	LMB	ALM	
Direct Inward Dial Trunks	NDT	NDZ	NDJ
PBX Trunks Message	TMB		
PBX Digital trunks	D7Z	D7W	
Intra-LATA Toll			
# Must be associated with a resold VTD Discount Eligible Business Line			
Message Rate Service	N/A		
Features			
# Must be associated with a resold VTD Discount Eligible Business Line			
Touch Tone	TTB	TJB	
IQ Services:			
# Must be associated with a resold VTD Discount Eligible Business Line			
Call Forwarding	ESM		
Call Waiting	ESX		
Call Waiting ID	NWT		
Speed Dialing 8	ESL		
Speed Dialing 30	ESF		
3 Way Calling (per Use or Monthly)	ESC		
*69 (per Use or Monthly)	NSS		
Call Trace (Per Use Charge)			
Caller ID	NSD		
Caller ID with Name	NDF		
Per Call Blocking (Per Use Charge)			
Repeat Dialing	NSQ		
Ultra Forward	FRM		
Distinctive Ring	DRQ+X		
Priority Call	NSK		
Select Forward	NCE		
Call Block	NSY		
Call Gate	OC4		

Appendix 1, Attachment 31

Qualified Business Lines for Volume Commitment West Virginia

Access Lines		
Message Business Service	WHB	
Measured Business Service	RUB	AQE
Flat Rate	IUB	AAY
Direct Inward Dial Trunks	NDT	
Direct Inward Dial Blocks	NDZ	NDJ
PBX Trunks Measured	TV4	TFR
PBX Trunks Flat	TV1++	
PBX Digital trunks	D7Z	D7W
Centrex: **		
**Excludes:		
1. Centrex systems priced under a special contract (ICB, FPO, LSO, Custom Pricing)		
2. Centrex systems which serve multiple end user customers		
Centrex - Custopak / Class of Service		
Measured	CEM+X	
Custopak Lines		
Unrestricted	R3G	
Restricted	R3K	
Primary Off Prem	RX3	
Centrex - Custoflex 2100 / Class of Service		
Measured	KEN+X	
Custoflex 2100 Lines		
Unrestricted	R4N	
Restricted	RHK	
Primary Off Prem	RX3	
ISDN - Unrestricted	XQA	
ISDN - Restricted	XQK	

Appendix 1, Attachment 32

Product and Services Eligible for VTD discount West Virginia

Access Lines		
Message Business Service	WHB	
Measured Business Service	RUB	AQE
Flat Rate	IUB	AAY
Direct Inward Dial Trunks	NDT	
Direct Inward Dial Blocks	NDZ	NDJ
PBX Trunks Measured	TV4	TFR
PBX Trunks Flat	TV1++	
PBX Digital trunks	D7Z	D7W
Intra-LATA Toll		
# Must be associated with a resold VTD Discount Eligible Business Line		
Message Rate Service	N/A	
MTS, including Key Connections & Rewarding Connections Optional Calling Plan but excluding all other OCPs	VWDK1	WRV
	OVSXX	OVS1X
Features		
# Must be associated with a resold VTD Discount Eligible Business Line		
Touch Tone	TTB	TJB
IQ Services:		
# Must be associated with a resold VTD Discount Eligible Business Line		
Call Forwarding	ESM	
Call Waiting	ESX	
Call Waiting ID	NWT	
Speed Dialing 8	ESL	
Speed Dialing 30	ESF	
3 Way Calling (per Use or Monthly)	ESC	
*69 (per Use or Monthly)	NSS	
Call Trace (Per Use Charge)		
Caller ID	NSD	
Caller ID with Name	NDF	
Per Call Blocking (Per Use Charge)		
Repeat Dialing	NSQ	
Ultra Forward	FRM	
Distinctive Ring	DRQ+X	
Priority Call	NSK	
Select Forward	NCE	
Call Block	NSY	
Call Gate	OC4	
Anonymous Call Rejection - w/Caller ID	AWY	

RECEIVED

DEC 1 5 2004

SERVICE LIST

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

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

Charles F. Hoffman
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


Bureau of Fixed Utility 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

DATE: January 5, 2005

SUBJECT: A-310295 F7000

TO: Office of Special Assistants

FROM:  James J. McNulty, Secretary

DOCKETED
JAN 21 2005

**DOCUMENT
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND CTC COMMUNICATIONS
CORP. FOR APPROVAL OF AMENDMENT NO. 2 TO THE INTERCONNECTION
AGREEMENT UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS
ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of
Amendment No. 2 to the Interconnection Agreement filed in
connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the
Pennsylvania Bulletin to be published on January 15, 2005.
Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate
action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

DOCKETED
JAN 21 2005

Joint Petition of Verizon Pennsylvania Inc. and CTC Communications Corp. for Approval of Amendment No. 2 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310295 F7000.

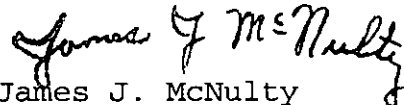
**DOCUMENT
FOLDER**

Verizon Pennsylvania Inc. and CTC Communications Corp., by its counsel, filed on December 15, 2004, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 2 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and CTC Communications Corp. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION


James J. McNulty
Secretary

RECEIVED
LEGISLATIVE REFERENCE
BUREAU
05 JAN -5 PH 3:49
PA. CODE & BULLETIN

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



DOCUMENT
FOLDER

June 2, 2005

1717 Arch Street, 32NW
Philadelphia, PA 19103

Tel: (215) 963-6004
Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS OVERNIGHT

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

RECEIVED

JUN 02 2005

RE: Joint Petition of
Verizon Pennsylvania Inc.
and CTC Communications Corp.
for Approval of an Interconnection Agreement
Dkt. No. A-310295 F7000

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. McNulty:

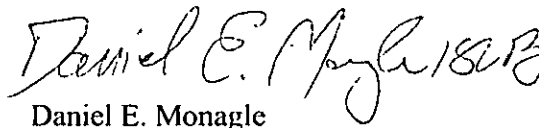
Pursuant to the Public Utility Commission's Order entered on March 8, 2005, the parties in the above-referenced matter were directed to notify the Commission whether a true and correct copy of Amendment No. 2 to the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of the Amendment is the Amendment which the parties filed on December 15, 2004 and which was the subject of the Commission's Order entered March 8, 2005.

For clarity, we specify that the Amendment, and the underlying Agreement, is the Resale Agreement between the parties, which was approved by Opinion and Order dated March 19, 1999.

In addition, by cc: of this letter an electronic copy of the Amendment, and of the underlying Interconnection Agreement, in .pdf format, is being sent to the Commission's Office of Special Assistants.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,


Daniel E. Monagle

DEM/slb

attachment: Diskette (to OSA only)
cc: Ms. Bobbi Lathrop, OSA (with diskette)
Pamela Hintz, CTC Communications Corp.

DOCKETED
JUL 25 2005

208

Suzan DeBusk Paiva
Assistant General Counsel



Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

ORIGINAL

March 12, 2007

VIA UPS OVERNIGHT

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

RECEIVED

MAR 12 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of Verizon Pennsylvania Inc.
and CTC Communications Corp.
for Approval of an Interconnection (Agreement
Dkt. No. A-310295 F7000)

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 1 to the (comprehensive) Interconnection Agreement between Verizon Pennsylvania Inc. and CTC Communications Corp., which Agreement was filed with the Commission on April 1, 2002 and approved by the Commission by Order entered May 24, 2002 in Docket No. A-310295 F7000. This Amendment should be attached to and made part of the April 1, 2002 filed Agreement. For clarity, we specify that the parties have both a Resale Agreement (approved by Order dated March 19, 1999) and also a more comprehensive Interconnection Agreement (approved by the May 24, 2002 Order); this Amendment No. 1 applies to the comprehensive Interconnection Agreement approved by the Commission's May 24, 2002 Order. The Amendment was effective as of February 2, 2007 and was signed by the two parties' signers on February 9, 2007. Thus, this Filing is being made within 30 days of the day that the agreement was signed, per 52 Pa. Code §1.12, 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 the affiliate of CTC Communications Corp.

Please date stamp the enclosed additional copy of each of the two amendments and return them to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

DOCKETED
MAR 14 2007

Suzan D. Paiva

Suzan D. Paiva

SDP/slb
Enclosure

cc: Nancy Jacobson, One Communications for CTC Communications
Attached Service List

DOCUMENT
FOLDER

ORIGINAL

A-310295 F7000
RECEIVED

MAR 1 2 2007

AMENDMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT ("Amendment"), effective as of February 2, 2007 (the "Amendment Effective Date"), amends each interconnection agreement in the Verizon East service territory (as listed in Attachment 1 hereto) between a Verizon incumbent local exchange carrier ("ILEC") affiliate (individually and, collectively, "Verizon" or the "Verizon Parties") and a competitive local exchange carrier ("CLEC") affiliate of One Communications Corp. (individually and, collectively, "One Communications" or the "One Communications Parties") (such interconnection agreements being referred to herein individually as an "Interconnection Agreement" and collectively as the "Interconnection Agreements"). This Amendment also supplements, in the State of New York, the arrangements under which Verizon and Choice One Communications of New York Inc. ("Choice One NY") are operating. Verizon and One Communications are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Verizon and One Communications are Parties to the Interconnection Agreements; and

WHEREAS, One Communications or one or more of its affiliates is a party in *A.R.C. Networks Inc., et al., v. Verizon New York Inc.*, NYPSC Case No. 04-C-0882 (the "A.R.C. Complaint Proceeding") in which the complainants alleged various issues regarding Verizon's billing and collections practices and sought certain relief from the New York Public Service Commission ("NY PSC"); and

WHEREAS, Verizon subsequently filed an answer in the A.R.C. Complaint Proceeding in which Verizon, among other things, disputed the validity of the complainants' claims and asserted that the relief sought by the complainants would be unlawful and/or unnecessary; and

WHEREAS, the Parties have agreed on a resolution of the issues raised in the A.R.C. Complaint Proceeding and wish to amend the Interconnection Agreements (and, in the case of Choice One NY, in the State of New York, also wish to supplement the arrangements under which Verizon and Choice One NY are operating) to reflect their agreements on certain billing and related matters associated with Services as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, 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:

DOCKETED

MAR 1 4 2007

**DOCUMENT
FOLDER**

1. Amendment to the Interconnection Agreement(s). The Parties agree that the terms and conditions set forth in Attachment 2 hereto, which are incorporated herein by reference, shall amend the Interconnection Agreement(s) (and, in the case of Choice One NY, in the State of New York, shall also supplement the arrangements under which Verizon and Choice One NY are operating) and govern the Parties' mutual rights and obligations with respect to the provisions set forth therein.

2. Conflict between this Amendment and the Interconnection Agreement(s). This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement(s) (and, in the case of Choice One NY, in the State of New York, shall be deemed to supplement the arrangements under which Verizon and Choice One NY are operating) to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, not in the arrangements under which Verizon and Choice One NY are operating), or in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, in the arrangements under which Verizon and Choice One NY are operating), but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed by facsimile in 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. Signatures on facsimile copies of this Amendment shall bind the Parties as if such signatures were original signatures.

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

5. 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.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the terms and provisions of the arrangements under which Verizon and Choice One NY are operating), shall remain in full force and effect after the Amendment Effective Date; provided, however, that nothing in this Amendment shall be deemed to amend or extend the term of the Interconnection Agreement(s) (or, in the case of

Choice One NY, in the State of New York, the term of the arrangements under which Verizon and Choice One NY are operating), or to affect the right of either Party to exercise any right of termination it may have under the Interconnection Agreements (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided further that the rights and responsibilities of the Parties that may survive the termination of the Interconnection Agreements, as set forth below, are not affected by this Section 6. The Interconnection Agreements, as revised and supplemented by this Amendment, may be referred to individually as an "Amended Agreement" and collectively as the "Amended Agreements." For the avoidance of any doubt, this Amendment does not bind (a) One Communications except in the District of Columbia, the States of Connecticut, Delaware, Maine, Maryland, New Hampshire, New Jersey, New York, Rhode Island, Vermont, Virginia or West Virginia, or the Commonwealths of Massachusetts or Pennsylvania (collectively, including, without limitation, the District of Columbia, the "States"), and only with respect to those Verizon affiliates specifically named in Attachment 1 and then only with respect to the Services (as defined in Attachment 2) that are provided in the States or (b) Verizon with respect to any One Communications affiliate other than those One Communications affiliates specifically named in Attachment 1 and then only with respect to the Services (as defined in Attachment 2) provided in the States.

7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, except for movement of the Amendment Effective Date to some date within ninety (90) days after February 2, 2007, each Party shall have the right to terminate this Amendment after thirty (30) days advance written notice. Furthermore, Verizon may terminate this Amendment immediately upon written notice upon either of the following: (a) if the complainants in the A.R.C. Complaint proceeding fail to file, no later than five (5) business days after the Amendment Effective Date, a written withdrawal and request that the New York Public Service Commission close and dismiss the A.R.C. Complaint Proceeding, or (b) if the New York Public Service Commission fails to close and dismiss the A.R.C. Complaint Proceeding within ninety (90) days after the Amendment Effective Date.

SIGNATURE PAGE

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

**THE ONE COMMUNICATIONS
PARTIES**

By: 

Printed: James P. Prenetta, Jr.

Title: Executive Vice President, Secretary, and
General Counsel

Date: 2-9-07

THE VERIZON PARTIES

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services
Policy & Planning

Date:

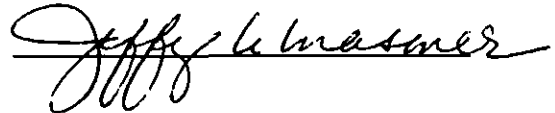
SIGNATURE PAGE

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

**THE ONE COMMUNICATIONS
PARTIES**

THE VERIZON PARTIES

By: _____

By: 

Printed: James P. Prenetta, Jr.

Printed: Jeffrey A. Masoner

Title: Executive Vice President, Secretary, and
General Counsel

Title: Vice President – Interconnection Services
Policy & Planning

Date:

Date: 2/9/07

ONE COMMUNICATIONS CORP.
Attachment 1

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Conversent Communications of Connecticut, LLC	Verizon New York Inc., d/b/a Verizon New York, f/ka New York Telephone Company, d/b/a Bell Atlantic - New York	CT	3/20/2002	1
CTC Communications Corp.	Verizon New York Inc., d/b/a Verizon New York, f/ka New York Telephone Company, d/b/a Bell Atlantic - New York	CT	3/8/2001	3
CTC Communications	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	8/13/1998	3
CTC Communications Corp.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	4/8/2002	2
CTC Communications	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	8/17/1998	3
CTC Communications Corp.	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	1/18/2002	1
Lightship Telecom, LLC	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	6/14/2000	5
Choice One Communications of Massachusetts Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	5/24/1999	2
Conversent Communications of Massachusetts, Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	6/4/2001	3
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	7/14/2000	3

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	1/23/2002	5
CTC Communications	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	8/19/1998	3
CTC Communications Corp.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	7/18/2002	1
FiberNet, LLC	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	9/20/2002	1
Choice One Communications of Maine Inc.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	3/17/2000	1
Conversent Communications of Maine, LLC	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	9/4/2001	1
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	11/1/2000	2
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	1/23/2002	5

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Choice One of New Hampshire 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	NH	5/20/1999	2
Conversent Communications of New Hampshire, LLC	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	NH	9/10/2001 (Adoption letter dated 6/14/01 states that it will be effective when filed with PUC.)	1
CTC Communications Corp.	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	NH	2/7/2001	3
CTC Communications Corporation	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	NH	12/1/1997	3
Lightship Telecom, LLC	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	NH	6/14/2000	5
Conversent Communications of New Jersey, LLC	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	9/29/2003	1
CTC Communications	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	8/18/1998	3
CTC Communications Corp. d/b/a CT Communications Corp.	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	1/18/2002	2
Lightship Telecom, LLC	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	6/14/2000	6
Conversent Communications of New York, LLC	Verizon New York Inc., f/k/a New York Telephone Company	NY	5/22/2001	2

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
CTC Communications Corporation	Verizon New York Inc., f/k/a New York Telephone Company	NY	3/8/2001	3
Lightship Telecom, LLC	Verizon New York Inc., f/k/a New York Telephone Company	NY	7/28/2000	2
Choice One Communications of Pennsylvania Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	12/8/1998	1
Conversent Communications of Pennsylvania, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	2/26/2000	3
CTC Communications	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	8/17/1998	3
CTC Communications Corp.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	1/18/2002	1
FiberNet Telecommunications of Pennsylvania, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	6/24/1999	3
Lightship Telecom, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	7/25/2000	2
Choice One Communications of Rhode Island Inc. d/b/a Choice One	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	3/29/1999	2
Conversent Communications of Rhode Island, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	7/3/2001	2
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	12/21/2000	3

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	6/14/2000	5
CTC Communications of Virginia, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	6/24/2002	1
CTC Communications of Virginia, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	8/17/1998	3
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	10/31/2000	3
CTC Communications 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	VT	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	1/23/2002	6
CTC Communications Corp.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	WV	10/17/2001	3
FiberNet, L.L.C.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	WV	4/13/1999	4

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreement(s), this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Amendment Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. 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 Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, 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. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(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) "Adopting CLEC" means any carrier that adopts (to the extent adoption may be permitted under applicable law), an Interconnection Agreement as amended by this Amendment (this Amendment not being adoptable on a stand-alone basis under 47 C.F.R. § 51.809 or otherwise).

(c) "Amendment Effective Date" means February 2, 2007.

(d) "Bill Date" means the monthly billing date established for each billing account number (BAN) and is the same date from month to month.

(e) "Calendar Quarter" means January through March, April through June, July through September, or October through December.

(f) "CLEC Affiliates" means the entities identified in Attachment 1 to the Amendment, each such entity being a competitive local exchange carrier in one or more Verizon East States and affiliated with each of the other entities as of the Amendment Effective Date. In the case of an Adopting CLEC, "CLEC Affiliates" means each competitive local exchange carrier in one or more Verizon East States that is an affiliate (as defined in 47 U.S.C. § 153(1))

of such Adopting CLEC as of the effective date of such adoption.

(g) "Invoice" shall have the meaning set forth in Section 3 of this Attachment 2.

(h) "Service" means reciprocal compensation, intercarrier compensation, any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement offered for sale by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided, however, notwithstanding any other provision of this Amendment, switched access services and special access services (in each case, be they intrastate or interstate, and be they offered under tariffs or contracts) are not included within the Services covered by this Amendment.

2. Preconditions.

The Parties' agreement to the terms of Section 3 below (as well as the other terms of this Amendment) is expressly conditioned upon all of the following:

(a) Subject to Section 3(a) below, neither Verizon nor One Communications shall file, on or at any time after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) for so long as the terms of this Amendment remain effective under Section 8 below, any pleadings, comments, letters, *ex parte* communications, or other filings ("Comments") with (nor shall it meet or otherwise communicate with any representatives of) any court or regulatory agency in the States identified in Section 6 of the Amendment, opposing or challenging a Party's right or practice of billing retrospectively or limiting Billing Claims (as defined in this Amendment), in accordance with the terms of this Amendment, for Services that a Party has provided (or might provide) to the other Party. For the avoidance of any doubt, nothing herein limits the ability of One Communications or Verizon to contest or challenge the other Party's Invoices for reasons other than the length of time between the date the charges were incurred for a Service and the date the associated Invoice is rendered.

(b) Subject to Section 3(a) below, to the extent Verizon or One Communications, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which Verizon or One Communications made statements or allegations opposing or challenging any right or practice described in Section 2(a) above for Services that Verizon or CLEC has provided (or might provide) to the other Party, Verizon or One Communications shall, within ten (10) calendar days after the Amendment Effective Date, withdraw with prejudice, expressly and in writing, any such Comments and shall otherwise cooperate with the other Party in making known to such court or regulatory agency that Verizon or One Communications does not oppose or challenge such right or practice. Without limiting the preceding sentence, Verizon and One Communications each authorizes the other Party to represent to any such court or regulatory agency with respect to Services that a Party has provided (or might provide) to the other Party that Verizon or One Communications does not oppose or challenge any such right or practice. The foregoing requirements of this Section 2(b) shall also apply (without limitation of any other remedies that

may be available in the event Verizon or One Communications, inadvertently or otherwise, files after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) any Comments in violation of Section 2(a) above.

(c) In the event any third party CLEC or provider files or has filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which the third party CLEC or provider opposes or challenges any Verizon or One Communications right to bill retrospectively, or to limit Billing Claims, or any Verizon or One Communications practice of billing retrospectively or limiting Billing Claims, for services that are or have been provided pursuant to an interconnection agreement between such third-party CLEC or provider and Verizon or One Communications, or pursuant to a tariff for services under Section 251 of the Act, neither Verizon nor One Communications shall participate, directly or indirectly, in any related proceeding before such court or regulatory agency unless, for the avoidance of any doubt, such opposition or challenge is with respect to such services that Verizon or One Communications, as the case may be, has provided (or might provide).

3. General Requirements.

(a) This Amendment sets forth terms and conditions under which the Parties shall issue, on or after the Amendment Effective Date, all Invoices (as defined in subsection (b) below) for Services provided under the Interconnection Agreement(s), as well as terms and conditions for payment of such Invoices. For the avoidance of any doubt and notwithstanding any other provision of this Amendment, this Amendment does not address or affect in any way a Party's rights or obligations with respect to (i) any Invoices issued by the Parties prior to the Amendment Effective Date or (ii) any settlements that the Parties may have entered into prior to the Amendment Effective Date. As such, e.g., with respect to subsection (i) directly above, none of the Backbill Amount Limitations defined in Section 3(d) below, the Billing Claims limitations described in Section 5 below, or the requirements of Sections 2(a) and 2(b) above shall apply to Invoices issued prior to the Amendment Effective Date.

(b) Except as may otherwise be provided in this Amendment, each Party shall provide to the other Party, on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) for Services rendered under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) (an "Invoice"). Such Invoices shall include: (i) non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date (provided, however, that this provision shall not have the effect of limiting any right the billing Party may have to bill in advance for non-recurring charges for a Service that is performed outside of the foregoing time period (e.g., special construction charges)), (ii) any known, non-usage sensitive charges not yet billed (whether unbilled or underbilled) for a prior period(s), provided that the billing for such prior period(s) does not exceed the Backbill Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii)), (iii) usage sensitive charges incurred for the period beginning with the last Bill Date and extending up to, but not including, the current Bill Date, (iv) any known usage sensitive charges not yet billed (whether unbilled or underbilled) for prior periods, provided that the billing for such prior period(s) does not exceed the Backbill

Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii) and (v) any applicable, known adjustments not yet applied.

(c) Each Invoice shall set forth the quantity and description, as applicable, of the Services provided, and comply with any other requirements of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and this Amendment.

(d) Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods ("Backbill Amounts") subject to the following limitations (collectively referred to as the "Backbill Amount Limitations"):

(i) Subject to the exceptions set forth in Section 3(d)(iii) below, (A) the billed Party shall not be liable for Backbill Amounts in connection with charges incurred by the billed Party if such Backbill Amounts were incurred earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts and (B) the billing Party shall not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, but subject to the exceptions set forth in Section 3(d)(iii) below, if the billing Party does not submit invoices to the billed Party within twenty-four (24) months after the date the charges were incurred, the billing Party unconditionally and irrevocably waives any rights it might have to bill for or collect the subject charges. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing waiver shall apply to all Backbill Amounts as to which the billing Party failed to provide an Invoice in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-four (24) month limitation set forth above), regardless of whether such Backbill Amounts fall in the same class of charges as amounts with respect to which the billing Party provided Invoices in accordance with the requirements of this section. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing Backbill Amount Limitations shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3(d), charges shall be deemed incurred (A) for Services charged on a usage-sensitive basis, upon the date recording of such usage occurred (or should have occurred) and (B) for all other Services, upon the first day of the billing cycle in which the billing Party provided such Services.

(ii) Notwithstanding any other provision of this Amendment, any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Backbill Amount Limitations defined in Section 3(d)(i) above (together with the exceptions thereto, if applicable, set forth in Section 3(d)(iii) below).

(iii) Notwithstanding any other provision of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or this Amendment, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than provided for under the Backbill Amount Limitations defined in Section 3(d)(i) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing

disputes, if any, relating to aspects of the Invoices other than the Backbill Amount Limitations defined in Section 3(d)(i) above), under any of the following circumstances:

(A) if the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors or omissions of the billed Party or its agents, or intentional misconduct of the billed Party or its agents, including, without limitation, fraud, misrepresentation, or intentional alteration (or non-provision) of call records;

(B) if the failure to bill or underbilling was caused by a fire, flood, or other occurrences attributable to an act of God; or

(C) if the failure to bill or underbilling was caused by a strike or similar work stoppage ("Work Stoppage") during the final six (6) months of the 24-month Backbill Amount Limitations period defined in Section 3(d)(i) above, in which case the Backbill Amount Limitations defined in Section 3(d)(i) above shall be tolled for a period equal to the duration of the Work Stoppage.

(iv) A Party shall extend, upon written request, the time for payment of charges on a backbill issued to the other Party (a) to sixty (60) days if billed six (6) months or more but less than twelve (12) months after the date charges were incurred for the Service or (b) to ninety (90) days if billed twelve (12) months or more but less than twenty-four (24) months after the date charges were incurred for the Service. Late payment charges will not be assessed on backbilled charges invoiced six (6) months or more after the date charges for the Service are incurred until after passage, without payment, of the sixty (60) or ninety (90) day period, whichever applies.

4. Billing and Payment of Charges.

Verizon's and One Communications's payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) thirty (30) calendar days after the date of the Invoice; or (b) twenty (20) calendar days after the date the Invoice is received by the billed Party. If such payment Due Date would cause Verizon's or One Communications's payment to be due on a Saturday, Sunday or Legal Holiday, payment will be due the first business day following such Saturday, Sunday or Legal Holiday. Payments shall be transmitted by electronic funds transfer.

5. Billing Disputes.

(a) If any portion of an amount billed by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) is subject to a bona fide dispute between the Parties, the Party billed (the "Disputing Party") shall give written notice to the billing Party of the amounts it disputes ("Disputed Amount") through the billing Party's claims submission process and include in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such written notice of a

bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving the Invoice on which the Disputed Amount first appeared; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges or to recover any such charges previously paid. The foregoing waiver shall apply to all Disputed Amounts as to which the Disputing Party failed to provide notice of a bona fide dispute in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-one (21) month limitation set forth above), regardless of whether such Disputed Amounts fall in the same class of charges as a Disputed Amount with respect to which the Disputing Party provided a notice of a bona fide dispute in accordance with the requirements of this section. The Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute of which the Disputing Party has notified the billing Party in accordance with the requirements of this section. Amounts due to the billing Party (including, without limitation, amounts that are not paid by the Disputing Party where the dispute is resolved in favor of the billing Party) that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 6 of this Attachment.

(b) If the Parties are unable to resolve the issues related to the Disputed Amounts, then either Party may pursue dispute resolution pursuant to the terms of the applicable Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), provided however, Verizon and One Communications agree that neither Verizon nor One Communications will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum in the States identified in Section 6 of the Amendment, (a "Billing Claim"), for credits, refunds, interest, penalties and/or related damages or the like except where, in accordance with the requirements of Section 5(a) above, written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared.

(c) Except as set forth above, payment of any amounts under this Amendment does not constitute a waiver of either Party's rights under the terms of an Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) to contest its obligation to pay any amounts allegedly owed under such Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or to seek a refund for any amount paid. In the event a Billing Claim is resolved in a manner that entitles the Disputing Party to bill credits, the billing Party shall provide any appropriate bill credits to the Disputing Party within sixty (60) days of incurring the obligation to provide such credits. If the Disputing Party paid the billing Party the Disputed Amount prior to resolution of the Billing Claim in the Disputing Party's favor, the billing Party shall refund, within sixty (60) days of incurring the obligation to make such refund, the amount paid by the Disputing Party (and resolved in its favor), together with interest thereon at a rate of one-and-one-half per cent (1.5%) per month from the date that the Disputing Party paid such amount to the billing Party until the date the

billing Party refunds such amount to the Disputing Party.

(d) Notwithstanding any other provision of this Amendment, any Invoices for Services containing amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Billing Claims limitations set forth in this Section 5.

6. Late Payment Charges.

If either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any undisputed charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, or if a Party disputes (and does not pay) a charge that is later resolved in the billing Party's favor, then a late payment penalty ("Late Payment Charge") shall be assessed. No other late payment fee applies to overdue amounts. 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. In the case of a charge that the Disputing Party disputes, but which charge is resolved in the billing Party's favor, the foregoing Late Payment Charge shall accrue from and after the payment Due Date in the original Invoice for the amounts that were disputed until the Billing Party receives the subject payment.

7. Assurance of Payment.

(a) At any time and from time to time, based on the conditions set forth in this Section 7, Verizon may request, and One Communications shall provide to Verizon, adequate assurance of payment of amounts due (or to become due) to Verizon under the Amended Agreement in the applicable State (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating).

(b) Upon request by Verizon, One Communications shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder if (i) One Communications in any two (2) months out of any twelve (12) consecutive month period fails to pay when due to Verizon amounts not subject to a bona fide dispute (including, without limitation, such past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount not subject to a bona fide dispute due to Verizon during that month for Services billed by Verizon and fails to cure such nonpayment within five (5) business days of Verizon's written notice of nonpayment or (ii) One Communications 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 or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall consist of 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, in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges in the State in question), as determined by the most recent two (2) months billings (but not including Backbill Amounts), for the Services, facilities or arrangements to be provided by Verizon to One Communications in connection with the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating). Verizon may (but is not obligated to) draw on the letter of credit upon notice to One Communications in respect of any amounts not subject to a bona fide dispute billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve One Communications from its obligations to pay for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums (not subject to a bona fide dispute) due to Verizon for the Services, facilities or arrangements rendered.

(c) If One Communications has provided assurance of payment to Verizon pursuant to the terms of this Section 7, but at least twelve (12) months have passed since the provision of such assurance of payment without the occurrence of a non-payment triggering event (i.e., as set forth in Sections 7(b)(i)(A) or 7(b)(i)(B) above), then upon written request from One Communications, Verizon shall return to One Communications such assurance of payment.

8. Waiver of Rights; Successor Terms.

(a) Subject to Section 8(b) below: (i) each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, from the beginning of time through and including February 1, 2010, under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreement(s), or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation, order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) to seek through negotiation, arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms and provisions of this Amendment prior to February 2, 2010; provided, however, that, for the avoidance of any doubt, nothing in this Section 8(a) shall prohibit a Party from adopting an interconnection agreement if otherwise permitted under applicable law, provided, that, in accordance with Section 8(b) below, the terms of this Amendment shall apply to and amend such adopted interconnection agreement as to the matters set forth herein for the duration of the period set forth in Section 8(b) below (as it applies in the case of an Adopted Replacement Agreement).

(b) Notwithstanding Section 8(a) above, any other provision of the Amended Agreement, or otherwise (but subject to Section 7 of the Amendment), either Party may, with nine (9) months written notice given no earlier than May 1, 2009, terminate the terms of this Amendment (the effective date of such termination, which shall not be before February 1, 2010, being the "Termination Date" and the date of provision of such notice being the "Termination Notice Date"). In the event of such termination: (i) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) remains effective between the Parties and has not been replaced by a new or successor interconnection agreement, the terms

of the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating), excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) is replaced by a new or successor interconnection agreement; (ii) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) has been replaced by an interconnection agreement adopted pursuant to Section 252(i) of the Act or other provision of applicable law (an "Adopted Replacement Agreement") that remains effective between the Parties, the terms of such Adopted Replacement Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as such Adopted Replacement Agreement is replaced by a new or successor interconnection agreement. If the Parties enter into a voluntarily negotiated Interconnection Agreement that becomes effective prior to February 2, 2010, the terms of such voluntarily negotiated Interconnection Agreement, including those terms addressing the matters set forth in this Amendment, shall govern during the period that such Interconnection Agreement is effective. If a Party provides notice of termination of this Amendment, in accordance with the terms of this Section, each Party on and after the Termination Notice Date, may in writing initiate negotiations under Sections 251 and 252 of the Act for terms to replace the terms set forth in this Amendment.

(c) Neither Party hereby waives any other rights accorded to it under applicable law, except to the extent expressly stated in this Amendment. Subject to and without limiting the provisions of Section 2 of this Attachment, nothing in this Amendment should be construed or interpreted as limiting in any way either Party's rights to pursue in any forum regulatory or legislative reform and/or changes to applicable law.

SERVICE LIST

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555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
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Charles F. Hoffman
Office of Trial Staff
PA Public Utility Commission
Commonwealth Keystone Bldg
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Office of Special Assistants
PA Public Utility Commission
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Bureau of Consumer Services
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Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

RECEIVED

MAR 12 2007

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Suzan DeBusk Paiva
Assistant General Counsel



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ORIGINAL

March 12, 2007

VIA UPS OVERNIGHT

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

RECEIVED

MAR 12 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of Verizon Pennsylvania Inc.
and CTC Communications Corp.
for Approval of an Interconnection (Resale) Agreement
Dkt. No. A-310295 F7000

DOCKETED
MAR 14 2007

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 3 to the Interconnection (Resale) Agreement between Verizon Pennsylvania Inc. and CTC Communications Corp., which Agreement was filed with the Commission on December 18, 1998 and approved by the Commission by Order entered March 19, 1999 in Docket No. A-310295. This Amendment should be attached to and made part of the December 18, 1998 filed Agreement. For clarity, we specify that the parties have both a Resale Agreement (approved by the March 19, 1999 Order) and also a more comprehensive Interconnection Agreement (approved by by Order dated May 24, 2002); this Amendment No. 3 applies to the Resale Agreement approved by the Commission's March 19, 1999 Order. The Amendment was effective as of February 2, 2007 and was signed by the two parties' signers on February 9, 2007. Thus, this Filing is being made within 30 days of the day that the agreement was signed, per 52 Pa. Code §1.12, 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 the affiliate of CTC Communications Corp.

Please date stamp the enclosed additional copy of each of the two amendments and return them to me in the enclosed self-addressed, stamped envelope.

Very truly yours,


Suzan D. Paiva

SDP/slb
Enclosure

cc: Nancy Jacobson, One Communications for CTC Communications
Attached Service List

DOCUMENT
FOLDER

110

A-310295 F7000
RECEIVED

ORIGINAL

MAR 1 2 2007

AMENDMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

to

INTERCONNECTION AGREEMENTS

**DOCUMENT
FOLDER**

THIS AMENDMENT ("Amendment"), effective as of February 2, 2007 (the "Amendment Effective Date"), amends each interconnection agreement in the Verizon East service territory (as listed in Attachment 1 hereto) between a Verizon incumbent local exchange carrier ("ILEC") affiliate (individually and, collectively, "Verizon" or the "Verizon Parties") and a competitive local exchange carrier ("CLEC") affiliate of One Communications Corp. (individually and, collectively, "One Communications" or the "One Communications Parties") (such interconnection agreements being referred to herein individually as an "Interconnection Agreement" and collectively as the "Interconnection Agreements"). This Amendment also supplements, in the State of New York, the arrangements under which Verizon and Choice One Communications of New York Inc. ("Choice One NY") are operating. Verizon and One Communications are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Verizon and One Communications are Parties to the Interconnection Agreements; and

WHEREAS, One Communications or one or more of its affiliates is a party in *A.R.C. Networks Inc., et al., v. Verizon New York Inc.*, NYPSC Case No. 04-C-0882 (the "A.R.C. Complaint Proceeding") in which the complainants alleged various issues regarding Verizon's billing and collections practices and sought certain relief from the New York Public Service Commission ("NY PSC"); and

WHEREAS, Verizon subsequently filed an answer in the A.R.C. Complaint Proceeding in which Verizon, among other things, disputed the validity of the complainants' claims and asserted that the relief sought by the complainants would be unlawful and/or unnecessary; and

WHEREAS, the Parties have agreed on a resolution of the issues raised in the A.R.C. Complaint Proceeding and wish to amend the Interconnection Agreements (and, in the case of Choice One NY, in the State of New York, also wish to supplement the arrangements under which Verizon and Choice One NY are operating) to reflect their agreements on certain billing and related matters associated with Services as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, 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:

DOCKETED
MAR 14 2007

1. Amendment to the Interconnection Agreement(s). The Parties agree that the terms and conditions set forth in Attachment 2 hereto, which are incorporated herein by reference, shall amend the Interconnection Agreement(s) (and, in the case of Choice One NY, in the State of New York, shall also supplement the arrangements under which Verizon and Choice One NY are operating) and govern the Parties' mutual rights and obligations with respect to the provisions set forth therein.

2. Conflict between this Amendment and the Interconnection Agreement(s). This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement(s) (and, in the case of Choice One NY, in the State of New York, shall be deemed to supplement the arrangements under which Verizon and Choice One NY are operating) to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, not in the arrangements under which Verizon and Choice One NY are operating), or in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, in the arrangements under which Verizon and Choice One NY are operating), but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed by facsimile in 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. Signatures on facsimile copies of this Amendment shall bind the Parties as if such signatures were original signatures.

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

5. 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.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the terms and provisions of the arrangements under which Verizon and Choice One NY are operating), shall remain in full force and effect after the Amendment Effective Date; provided, however, that nothing in this Amendment shall be deemed to amend or extend the term of the Interconnection Agreement(s) (or, in the case of

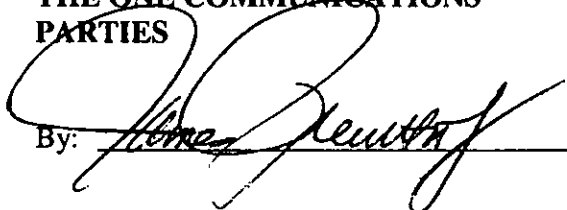
Choice One NY, in the State of New York, the term of the arrangements under which Verizon and Choice One NY are operating), or to affect the right of either Party to exercise any right of termination it may have under the Interconnection Agreements (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided further that the rights and responsibilities of the Parties that may survive the termination of the Interconnection Agreements, as set forth below, are not affected by this Section 6. The Interconnection Agreements, as revised and supplemented by this Amendment, may be referred to individually as an "Amended Agreement" and collectively as the "Amended Agreements." For the avoidance of any doubt, this Amendment does not bind (a) One Communications except in the District of Columbia, the States of Connecticut, Delaware, Maine, Maryland, New Hampshire, New Jersey, New York, Rhode Island, Vermont, Virginia or West Virginia, or the Commonwealths of Massachusetts or Pennsylvania (collectively, including, without limitation, the District of Columbia, the "States"), and only with respect to those Verizon affiliates specifically named in Attachment 1 and then only with respect to the Services (as defined in Attachment 2) that are provided in the States or (b) Verizon with respect to any One Communications affiliate other than those One Communications affiliates specifically named in Attachment 1 and then only with respect to the Services (as defined in Attachment 2) provided in the States.

7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, except for movement of the Amendment Effective Date to some date within ninety (90) days after February 2, 2007, each Party shall have the right to terminate this Amendment after thirty (30) days advance written notice. Furthermore, Verizon may terminate this Amendment immediately upon written notice upon either of the following: (a) if the complainants in the A.R.C. Complaint proceeding fail to file, no later than five (5) business days after the Amendment Effective Date, a written withdrawal and request that the New York Public Service Commission close and dismiss the A.R.C. Complaint Proceeding, or (b) if the New York Public Service Commission fails to close and dismiss the A.R.C. Complaint Proceeding within ninety (90) days after the Amendment Effective Date.

SIGNATURE PAGE

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

**THE ONE COMMUNICATIONS
PARTIES**

By: 

Printed: James P. Prenetta, Jr.

Title: Executive Vice President, Secretary, and
General Counsel

Date: 2-9-07

THE VERIZON PARTIES

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services
Policy & Planning

Date:

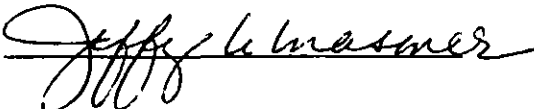
SIGNATURE PAGE

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

**THE ONE COMMUNICATIONS
PARTIES**

THE VERIZON PARTIES

By: _____

By: 

Printed: James P. Prenetta, Jr.

Printed: Jeffrey A. Masoner

Title: Executive Vice President, Secretary, and
General Counsel

Title: Vice President – Interconnection Services
Policy & Planning

Date:

Date: 2/9/07

ONE COMMUNICATIONS CORP.
Attachment 1

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Conversent Communications of Connecticut, LLC	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic - New York	CT	3/20/2002	1
CTC Communications Corp.	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic - New York	CT	3/8/2001	3
CTC Communications	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	8/13/1998	3
CTC Communications Corp.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	DC	4/8/2002	2
CTC Communications	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	8/17/1998	3
CTC Communications Corp.	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	1/18/2002	1
Lightship Telecom, LLC	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	6/14/2000	5
Choice One Communications of Massachusetts Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	5/24/1999	2
Conversent Communications of Massachusetts, Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	6/4/2001	3
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	7/14/2000	3

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	MA	1/23/2002	5
CTC Communications	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	8/19/1998	3
CTC Communications Corp.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	7/18/2002	1
FiberNet, LLC	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	MD	9/20/2002	1
Choice One Communications of Maine Inc.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	3/17/2000	1
Conversent Communications of Maine, LLC	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	9/4/2001	1
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	11/1/2000	2
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	ME	1/23/2002	5

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
Choice One of New Hampshire 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	NH	5/20/1999	2
Conversent Communications of New Hampshire, LLC	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	NH	9/10/2001 (Adoption letter dated 6/14/01 states that it will be effective when filed with PUC.)	1
CTC Communications Corp.	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	NH	2/7/2001	3
CTC Communications Corporation	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	NH	12/1/1997	3
Lightship Telecom, LLC	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	NH	6/14/2000	5
Conversent Communications of New Jersey, LLC	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	9/29/2003	1
CTC Communications	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	8/18/1998	3
CTC Communications Corp. d/b/a CT Communications Corp.	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	1/18/2002	2
Lightship Telecom, LLC	Verizon New Jersey Inc, f/k/a Bell Atlantic - New Jersey, Inc.	NJ	6/14/2000	6
Conversent Communications of New York, LLC	Verizon New York Inc., f/k/a New York Telephone Company	NY	5/22/2001	2

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
CTC Communications Corporation	Verizon New York Inc., f/k/a New York Telephone Company	NY	3/8/2001	3
Lightship Telecom, LLC	Verizon New York Inc., f/k/a New York Telephone Company	NY	7/28/2000	2
Choice One Communications of Pennsylvania Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	12/8/1998	1
Conversent Communications of Pennsylvania, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	2/26/2000	3
CTC Communications	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	8/17/1998	3
CTC Communications Corp.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	1/18/2002	1
FiberNet Telecommunications of Pennsylvania, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	6/24/1999	3
Lightship Telecom, LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	7/25/2000	2
Choice One Communications of Rhode Island Inc. d/b/a Choice One	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	3/29/1999	2
Conversent Communications of Rhode Island, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	7/3/2001	2
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	12/21/2000	3

CLEC Name	Verizon Legal Entity	State	Original Agreement Effective Date	Amd #
CTC Communications Corporation	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	RI	6/14/2000	5
CTC Communications of Virginia, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	6/24/2002	1
CTC Communications of Virginia, Inc.	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	VAe	8/17/1998	3
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	10/31/2000	3
CTC Communications 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	VT	12/1/1997	3
Lightship Telecom, LLC	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	VT	1/23/2002	6
CTC Communications Corp.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	WV	10/17/2001	3
FiberNet, L.L.C.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	WV	4/13/1999	4

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreement(s), this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Amendment Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. 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 Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, 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. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(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) "Adopting CLEC" means any carrier that adopts (to the extent adoption may be permitted under applicable law), an Interconnection Agreement as amended by this Amendment (this Amendment not being adoptable on a stand-alone basis under 47 C.F.R. § 51.809 or otherwise).

(c) "Amendment Effective Date" means February 2, 2007.

(d) "Bill Date" means the monthly billing date established for each billing account number (BAN) and is the same date from month to month.

(e) "Calendar Quarter" means January through March, April through June, July through September, or October through December.

(f) "CLEC Affiliates" means the entities identified in Attachment 1 to the Amendment, each such entity being a competitive local exchange carrier in one or more Verizon East States and affiliated with each of the other entities as of the Amendment Effective Date. In the case of an Adopting CLEC, "CLEC Affiliates" means each competitive local exchange carrier in one or more Verizon East States that is an affiliate (as defined in 47 U.S.C. § 153(1))

of such Adopting CLEC as of the effective date of such adoption.

(g) "Invoice" shall have the meaning set forth in Section 3 of this Attachment 2.

(h) "Service" means reciprocal compensation, intercarrier compensation, any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement offered for sale by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided, however, notwithstanding any other provision of this Amendment, switched access services and special access services (in each case, be they intrastate or interstate, and be they offered under tariffs or contracts) are not included within the Services covered by this Amendment.

2. Preconditions.

The Parties' agreement to the terms of Section 3 below (as well as the other terms of this Amendment) is expressly conditioned upon all of the following:

(a) Subject to Section 3(a) below, neither Verizon nor One Communications shall file, on or at any time after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) for so long as the terms of this Amendment remain effective under Section 8 below, any pleadings, comments, letters, *ex parte* communications, or other filings ("Comments") with (nor shall it meet or otherwise communicate with any representatives of) any court or regulatory agency in the States identified in Section 6 of the Amendment, opposing or challenging a Party's right or practice of billing retrospectively or limiting Billing Claims (as defined in this Amendment), in accordance with the terms of this Amendment, for Services that a Party has provided (or might provide) to the other Party. For the avoidance of any doubt, nothing herein limits the ability of One Communications or Verizon to contest or challenge the other Party's Invoices for reasons other than the length of time between the date the charges were incurred for a Service and the date the associated Invoice is rendered.

(b) Subject to Section 3(a) below, to the extent Verizon or One Communications, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which Verizon or One Communications made statements or allegations opposing or challenging any right or practice described in Section 2(a) above for Services that Verizon or CLEC has provided (or might provide) to the other Party, Verizon or One Communications shall, within ten (10) calendar days after the Amendment Effective Date, withdraw with prejudice, expressly and in writing, any such Comments and shall otherwise cooperate with the other Party in making known to such court or regulatory agency that Verizon or One Communications does not oppose or challenge such right or practice. Without limiting the preceding sentence, Verizon and One Communications each authorizes the other Party to represent to any such court or regulatory agency with respect to Services that a Party has provided (or might provide) to the other Party that Verizon or One Communications does not oppose or challenge any such right or practice. The foregoing requirements of this Section 2(b) shall also apply (without limitation of any other remedies that

may be available in the event Verizon or One Communications, inadvertently or otherwise, files after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) any Comments in violation of Section 2(a) above.

(c) In the event any third party CLEC or provider files or has filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which the third party CLEC or provider opposes or challenges any Verizon or One Communications right to bill retrospectively, or to limit Billing Claims, or any Verizon or One Communications practice of billing retrospectively or limiting Billing Claims, for services that are or have been provided pursuant to an interconnection agreement between such third-party CLEC or provider and Verizon or One Communications, or pursuant to a tariff for services under Section 251 of the Act, neither Verizon nor One Communications shall participate, directly or indirectly, in any related proceeding before such court or regulatory agency unless, for the avoidance of any doubt, such opposition or challenge is with respect to such services that Verizon or One Communications, as the case may be, has provided (or might provide).

3. General Requirements.

(a) This Amendment sets forth terms and conditions under which the Parties shall issue, on or after the Amendment Effective Date, all Invoices (as defined in subsection (b) below) for Services provided under the Interconnection Agreement(s), as well as terms and conditions for payment of such Invoices. For the avoidance of any doubt and notwithstanding any other provision of this Amendment, this Amendment does not address or affect in any way a Party's rights or obligations with respect to (i) any Invoices issued by the Parties prior to the Amendment Effective Date or (ii) any settlements that the Parties may have entered into prior to the Amendment Effective Date. As such, e.g., with respect to subsection (i) directly above, none of the Backbill Amount Limitations defined in Section 3(d) below, the Billing Claims limitations described in Section 5 below, or the requirements of Sections 2(a) and 2(b) above shall apply to Invoices issued prior to the Amendment Effective Date.

(b) Except as may otherwise be provided in this Amendment, each Party shall provide to the other Party, on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) for Services rendered under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) (an "Invoice"). Such Invoices shall include: (i) non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date (provided, however, that this provision shall not have the effect of limiting any right the billing Party may have to bill in advance for non-recurring charges for a Service that is performed outside of the foregoing time period (e.g., special construction charges)), (ii) any known, non-usage sensitive charges not yet billed (whether unbilled or underbilled) for a prior period(s), provided that the billing for such prior period(s) does not exceed the Backbill Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii)), (iii) usage sensitive charges incurred for the period beginning with the last Bill Date and extending up to, but not including, the current Bill Date, (iv) any known usage sensitive charges not yet billed (whether unbilled or underbilled) for prior periods, provided that the billing for such prior period(s) does not exceed the Backbill

Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii) and (v) any applicable, known adjustments not yet applied.

(c) Each Invoice shall set forth the quantity and description, as applicable, of the Services provided, and comply with any other requirements of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and this Amendment.

(d) Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods ("Backbill Amounts") subject to the following limitations (collectively referred to as the "Backbill Amount Limitations"):

(i) Subject to the exceptions set forth in Section 3(d)(iii) below, (A) the billed Party shall not be liable for Backbill Amounts in connection with charges incurred by the billed Party if such Backbill Amounts were incurred earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts and (B) the billing Party shall not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, but subject to the exceptions set forth in Section 3(d)(iii) below, if the billing Party does not submit invoices to the billed Party within twenty-four (24) months after the date the charges were incurred, the billing Party unconditionally and irrevocably waives any rights it might have to bill for or collect the subject charges. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing waiver shall apply to all Backbill Amounts as to which the billing Party failed to provide an Invoice in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-four (24) month limitation set forth above), regardless of whether such Backbill Amounts fall in the same class of charges as amounts with respect to which the billing Party provided Invoices in accordance with the requirements of this section. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing Backbill Amount Limitations shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3(d), charges shall be deemed incurred (A) for Services charged on a usage-sensitive basis, upon the date recording of such usage occurred (or should have occurred) and (B) for all other Services, upon the first day of the billing cycle in which the billing Party provided such Services.

(ii) Notwithstanding any other provision of this Amendment, any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Backbill Amount Limitations defined in Section 3(d)(i) above (together with the exceptions thereto, if applicable, set forth in Section 3(d)(iii) below).

(iii) Notwithstanding any other provision of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or this Amendment, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than provided for under the Backbill Amount Limitations defined in Section 3(d)(i) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing

disputes, if any, relating to aspects of the Invoices other than the Backbill Amount Limitations defined in Section 3(d)(i) above), under any of the following circumstances:

(A) if the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors or omissions of the billed Party or its agents, or intentional misconduct of the billed Party or its agents, including, without limitation, fraud, misrepresentation, or intentional alteration (or non-provision) of call records;

(B) if the failure to bill or underbilling was caused by a fire, flood, or other occurrences attributable to an act of God; or

(C) if the failure to bill or underbilling was caused by a strike or similar work stoppage ("Work Stoppage") during the final six (6) months of the 24-month Backbill Amount Limitations period defined in Section 3(d)(i) above, in which case the Backbill Amount Limitations defined in Section 3(d)(i) above shall be tolled for a period equal to the duration of the Work Stoppage.

(iv) A Party shall extend, upon written request, the time for payment of charges on a backbill issued to the other Party (a) to sixty (60) days if billed six (6) months or more but less than twelve (12) months after the date charges were incurred for the Service or (b) to ninety (90) days if billed twelve (12) months or more but less than twenty-four (24) months after the date charges were incurred for the Service. Late payment charges will not be assessed on backbilled charges invoiced six (6) months or more after the date charges for the Service are incurred until after passage, without payment, of the sixty (60) or ninety (90) day period, whichever applies.

4. Billing and Payment of Charges.

Verizon's and One Communications's payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) thirty (30) calendar days after the date of the Invoice; or (b) twenty (20) calendar days after the date the Invoice is received by the billed Party. If such payment Due Date would cause Verizon's or One Communications's payment to be due on a Saturday, Sunday or Legal Holiday, payment will be due the first business day following such Saturday, Sunday or Legal Holiday. Payments shall be transmitted by electronic funds transfer.

5. Billing Disputes.

(a) If any portion of an amount billed by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) is subject to a bona fide dispute between the Parties, the Party billed (the "Disputing Party") shall give written notice to the billing Party of the amounts it disputes ("Disputed Amount") through the billing Party's claims submission process and include in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such written notice of a

bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving the Invoice on which the Disputed Amount first appeared; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges or to recover any such charges previously paid. The foregoing waiver shall apply to all Disputed Amounts as to which the Disputing Party failed to provide notice of a bona fide dispute in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-one (21) month limitation set forth above), regardless of whether such Disputed Amounts fall in the same class of charges as a Disputed Amount with respect to which the Disputing Party provided a notice of a bona fide dispute in accordance with the requirements of this section. The Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute of which the Disputing Party has notified the billing Party in accordance with the requirements of this section. Amounts due to the billing Party (including, without limitation, amounts that are not paid by the Disputing Party where the dispute is resolved in favor of the billing Party) that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 6 of this Attachment.

(b) If the Parties are unable to resolve the issues related to the Disputed Amounts, then either Party may pursue dispute resolution pursuant to the terms of the applicable Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), provided however, Verizon and One Communications agree that neither Verizon nor One Communications will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum in the States identified in Section 6 of the Amendment, (a "Billing Claim"), for credits, refunds, interest, penalties and/or related damages or the like except where, in accordance with the requirements of Section 5(a) above, written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared.

(c) Except as set forth above, payment of any amounts under this Amendment does not constitute a waiver of either Party's rights under the terms of an Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) to contest its obligation to pay any amounts allegedly owed under such Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or to seek a refund for any amount paid. In the event a Billing Claim is resolved in a manner that entitles the Disputing Party to bill credits, the billing Party shall provide any appropriate bill credits to the Disputing Party within sixty (60) days of incurring the obligation to provide such credits. If the Disputing Party paid the billing Party the Disputed Amount prior to resolution of the Billing Claim in the Disputing Party's favor, the billing Party shall refund, within sixty (60) days of incurring the obligation to make such refund, the amount paid by the Disputing Party (and resolved in its favor), together with interest thereon at a rate of one-and-one-half per cent (1.5%) per month from the date that the Disputing Party paid such amount to the billing Party until the date the

billing Party refunds such amount to the Disputing Party.

(d) Notwithstanding any other provision of this Amendment, any Invoices for Services containing amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Billing Claims limitations set forth in this Section 5.

6. Late Payment Charges.

If either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any undisputed charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, or if a Party disputes (and does not pay) a charge that is later resolved in the billing Party's favor, then a late payment penalty ("Late Payment Charge") shall be assessed. No other late payment fee applies to overdue amounts. 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. In the case of a charge that the Disputing Party disputes, but which charge is resolved in the billing Party's favor, the foregoing Late Payment Charge shall accrue from and after the payment Due Date in the original Invoice for the amounts that were disputed until the Billing Party receives the subject payment.

7. Assurance of Payment.

(a) At any time and from time to time, based on the conditions set forth in this Section 7, Verizon may request, and One Communications shall provide to Verizon, adequate assurance of payment of amounts due (or to become due) to Verizon under the Amended Agreement in the applicable State (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating).

(b) Upon request by Verizon, One Communications shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder if (i) One Communications in any two (2) months out of any twelve (12) consecutive month period fails to pay when due to Verizon amounts not subject to a bona fide dispute (including, without limitation, such past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount not subject to a bona fide dispute due to Verizon during that month for Services billed by Verizon and fails to cure such nonpayment within five (5) business days of Verizon's written notice of nonpayment or (ii) One Communications 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 or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall consist of 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, in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges in the State in question), as determined by the most recent two (2) months billings (but not including Backbill Amounts), for the Services, facilities or arrangements to be provided by Verizon to One Communications in connection with the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating). Verizon may (but is not obligated to) draw on the letter of credit upon notice to One Communications in respect of any amounts not subject to a bona fide dispute billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve One Communications from its obligations to pay for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums (not subject to a bona fide dispute) due to Verizon for the Services, facilities or arrangements rendered.

(c) If One Communications has provided assurance of payment to Verizon pursuant to the terms of this Section 7, but at least twelve (12) months have passed since the provision of such assurance of payment without the occurrence of a non-payment triggering event (i.e., as set forth in Sections 7(b)(i)(A) or 7(b)(i)(B) above), then upon written request from One Communications, Verizon shall return to One Communications such assurance of payment.

8. Waiver of Rights; Successor Terms.

(a) Subject to Section 8(b) below: (i) each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, from the beginning of time through and including February 1, 2010, under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreement(s), or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation, order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) to seek through negotiation, arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms and provisions of this Amendment prior to February 2, 2010; provided, however, that, for the avoidance of any doubt, nothing in this Section 8(a) shall prohibit a Party from adopting an interconnection agreement if otherwise permitted under applicable law, provided, that, in accordance with Section 8(b) below, the terms of this Amendment shall apply to and amend such adopted interconnection agreement as to the matters set forth herein for the duration of the period set forth in Section 8(b) below (as it applies in the case of an Adopted Replacement Agreement).

(b) Notwithstanding Section 8(a) above, any other provision of the Amended Agreement, or otherwise (but subject to Section 7 of the Amendment), either Party may, with nine (9) months written notice given no earlier than May 1, 2009, terminate the terms of this Amendment (the effective date of such termination, which shall not be before February 1, 2010, being the "Termination Date" and the date of provision of such notice being the "Termination Notice Date"). In the event of such termination: (i) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) remains effective between the Parties and has not been replaced by a new or successor interconnection agreement, the terms

of the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating), excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) is replaced by a new or successor interconnection agreement; (ii) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) has been replaced by an interconnection agreement adopted pursuant to Section 252(i) of the Act or other provision of applicable law (an "Adopted Replacement Agreement") that remains effective between the Parties, the terms of such Adopted Replacement Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as such Adopted Replacement Agreement is replaced by a new or successor interconnection agreement. If the Parties enter into a voluntarily negotiated Interconnection Agreement that becomes effective prior to February 2, 2010, the terms of such voluntarily negotiated Interconnection Agreement, including those terms addressing the matters set forth in this Amendment, shall govern during the period that such Interconnection Agreement is effective. If a Party provides notice of termination of this Amendment, in accordance with the terms of this Section, each Party on and after the Termination Notice Date, may in writing initiate negotiations under Sections 251 and 252 of the Act for terms to replace the terms set forth in this Amendment.

(c) Neither Party hereby waives any other rights accorded to it under applicable law, except to the extent expressly stated in this Amendment. Subject to and without limiting the provisions of Section 2 of this Attachment, nothing in this Amendment should be construed or interpreted as limiting in any way either Party's rights to pursue in any forum regulatory or legislative reform and/or changes to applicable law.

RECEIVED

MAR 1 2 2007

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

SERVICE LIST

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

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

Charles F. Hoffman
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

Bureau of Fixed Utility 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

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: March 14, 2007

SUBJECT: A-310295 F7000

TO: Office of Special Assistants

FROM:  James J. McNulty, Secretary

Joint Petition of Verizon Pennsylvania, Inc. and CTC
Communications Corp., for Approval of Amendment No. 1 to the
Comprehensive Interconnection Agreement Under Section 252(E) of
the Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of Amendment No. 1 to the
Comprehensive Interconnection Agreement filed in connection with the above-docketed
proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be
published on March 24, 2007. Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

DOCUMENT
FOLDER

DOCKETED
MAR 14 2007

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: March 14, 2007

SUBJECT: A-310295 F7000

TO: Office of Special Assistants

FROM:  James J. McNulty, Secretary

Joint Petition of Verizon Pennsylvania, Inc., and CTC Communications Corp., for Approval of Amendment No. 3 to the Interconnection Agreement under Section 252(E) of the Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of Amendment No. 3 to an Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on March 24, 2007. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

DOCKETED
MAR 14 2007

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

**DOCUMENT
FOLDER**

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED
MAR 14 2007

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania, Inc. and CTC Communications Corp. for Approval of Amendment No. 1 to the Comprehensive Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310295 F7000

Verizon Pennsylvania, Inc. and CTC Communications Corp., by its counsel, filed on March 12, 2007, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 1 to the Comprehensive Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania, Inc. and CTC Communications Corp., Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

PA. CODE & BULLETIN

07 MAR 14 AM 11:52

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LEGISLATIVE REFERENCE

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED
MAR 14 2007

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania, Inc. and CTC Communications Corp. for Approval of Amendment No. 3 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310295 F7000

Verizon Pennsylvania, Inc. and CTC Communications Corp., by its counsel, filed on March 12, 2007, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 3 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania, Inc. and CTC Communications Corp., Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION

James J. McNulty
James J. McNulty
Secretary

PA. CODE & BULLETIN
07 MAR 15 09:11:52
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Suzan DeBusk Paiva
Assistant General Counsel



Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

DOCUMENT
FOLDER

ORIGINAL

June 14, 2007

VIA UPS DELIVERY

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

RECEIVED

JUN 14 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filings of
Verizon Pennsylvania Inc. and CTC Communications Corp.
For Approval of Amendments to Two Interconnection Agreements
Dkt. No. A-310295 F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered on May 11, 2007, Verizon Pennsylvania Inc. ("Verizon") was directed to file a true and correct copy of Amendment No. 1 to the parties' (comprehensive) Interconnection Amendment, in electronic format.

In addition, Verizon was directed to file a true and correct copy of Amendment No. 3 to the parties Resale Agreement, in electronic format.

Accordingly, Verizon hereby files a true and correct electronic copy of each of the two Amendments that were the subjects of the Commission's Order. The respective electronic copies of each of the two Amendments, in .pdf format, are being sent directly to the Commission's Office of Special Assistants on a single data disk.

Please do not hesitate to contact me if you have any questions regarding this matter.

DOCKETED
JUN 18 2007

Very truly yours,


Suzan D. Paiva

SDP/slb

attachment: Data CD (OSA only)

cc: Ms. Bobbi Lathrop, OSA (with data diskette)

Suzan DeBusk Paiva
Assistant General Counsel



ORIGINAL

Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

November 13, 2007

VIA UPS OVERNIGHT

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

RECEIVED

NOV 13 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of
Verizon Pennsylvania Inc. and CTC Communications Corp.
for Approval of an Interconnection Agreement
Dkt. No. A-310295 F7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. and CTC Communications Corp., which Agreement was approved by the Commission by Order entered May 24, 2002. This Amendment should be attached to and made part of the 2002 filed Agreement. For clarity, we specify that the parties have both a Resale Agreement (approved by Order dated March 19, 1999) and also a more comprehensive Interconnection Agreement (approved by the May 24, 2002 Order); this Amendment No. 2 applies to the comprehensive Interconnection Agreement approved by the Commission's May 24, 2002 Order. **The Amendment is being filed in compliance with the Commission's Order approved and entered on September 13, 2007 in Docket No. P-00042092.** As evidenced by the cc: below, notice of this filing is being provided to CTC Communications Corp.

Please date stamp the enclosed additional copy of the amendment and return it to me in the enclosed self-addressed, stamped envelope.

DOCUMENT
FOLDER

Very truly yours,

Suzan D. Paiva

SDP/slb
Enclosure

cc: James Prenetta, Executive Vice President, CTC Communications Corp.
Attached Service List

115

DOCUMENT
FOLDER

AMENDMENT NO. 2

A - 3/0295 F 7000

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

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NOV 13 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
NOV 20 2007

and

CTC COMMUNICATIONS CORP.

This Amendment No. 2 (the "Amendment") is made by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, and CTC Communications Corp., a corporation with offices at 220 Bear Hill Rd., Waltham, MA 02451 ("CTC"), and, except as otherwise expressly provided herein with respect to particular provisions hereof, shall be deemed effective on November 5, 2007 (the "Amendment Effective Date"). Verizon and CTC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and CTC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated January 18, 2002 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective as of June 15, 2004; and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order"), which became effective as of September 13, 2004; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

WHEREAS, on September 8, 2005, the Administrative Law Judge in Pennsylvania Public Utility Commission Docket No. P-00042092 issued a decision (the "Arbitration Decision") recommending that certain interconnection agreements be amended in accordance with rulings set forth therein; and

WHEREAS, on February 21, 2006, the Pennsylvania Public Utility Commission (the "Commission") in Docket No. P-00042092 issued its Opinion and Order requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

WHEREAS, on September 13, 2007, the Commission in Docket No. P-00042092 issued its Opinion and Order requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Act, wish to amend the Agreement in order to comply with the applicable rulings set forth in the Commission's orders of February 21, 2006 and September 13, 2007 and to give contractual effect to the provisions set forth herein;

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

1. Amendment to Agreement. The Agreement is amended to include the following provisions, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff.
2. General Conditions.
 - 2.1 Except as permitted by the Amended Agreement, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CTC seeks to offer.
 - 2.2 [This Section Intentionally Left Blank.]
 - 2.3 Restrictions on CTC's Use of UNEs. CTC may not access a UNE for the exclusive provision of Mobile Wireless Services or Interexchange Services.
 - 2.4 Discontinued Elements. Notwithstanding any other provision of the Agreement or this Amendment, but subject to and without limiting Section 4.4 and subject to the transition requirements associated with the TRRO as set forth in Sections 3.4, 3.5, 3.6 and 3.7 below, Verizon, to the extent it has not already done so, may, at any time and without further notice to CTC, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is a Discontinued Element, whether as a stand-alone UNE, as part of a Combination, or otherwise.
 - 2.4.1 Where Verizon is permitted to cease providing a Discontinued Element pursuant to Section 2.4 above and CTC has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Element and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Element, then Verizon, to the extent it has not already done so prior to execution of this Amendment, in its sole discretion, may elect to: (a) convert the subject Discontinued Element to an arrangement available under a Verizon access tariff (i.e., month-to-month rates provided under an applicable access tariff, unless CTC is then subscribed to an applicable special access term/volume plan or other special access arrangement, pursuant to which CTC would be entitled to a lower rate), a resale arrangement, or other alternative wholesale arrangement that Verizon shall identify or has identified in writing to CTC, or (b) in lieu of such a conversion, reprice the subject Discontinued Element by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (i.e., month-to-month rates provided under an applicable access tariff, unless CTC is then subscribed to an applicable special access term/volume plan or other special access arrangement, pursuant to which CTC would be entitled to a lower rate), a resale arrangement, or other alternative

wholesale arrangement that Verizon shall identify or has identified in writing to CTC.

2.4.2 With respect to facilities that are Discontinued Elements by operation of the TRO, the rates, terms, and conditions of any arrangements described in Section 2.4.1 above shall apply and be binding upon CTC as of the Amendment Effective Date, except to the extent that an earlier effective date applies under any provision of the Amended Agreement (including, but not limited to, Sections 2.5 and 3 below), a Verizon tariff, or a separate commercial agreement between the Parties.

2.5 Pre-Existing Discontinuance Rights.

2.5.1 Verizon's rights as to discontinuance of Discontinued Elements pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Elements, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Elements.

2.5.2 Without limiting Section 2.5.1 above, this Amendment itself is not intended to implement future changes in law regarding unbundling obligations (whether new affirmative unbundling obligations or cessation of existing unbundling obligations); provided, however, that, for the avoidance of any doubt, this Section 2.5.2 shall not be construed to limit Verizon's rights with respect to: (a) discontinuance of UNEs at wire centers (or on routes) that in the future become non-impaired based on the FCC's criteria referenced in Sections 3.4 and 3.5 below; (b) discontinuance of any loops or transport that in the future exceed the caps set forth in Sections 3.4 and 3.5 below; (c) Verizon's rejection of a CTC order for a TRRO Certification Element without first seeking dispute resolution, under Section 3.6.2.3 below; (d) repricing of Discontinued Elements at the end of the TRRO transition periods as provided for in Section 3.9 below; (e) discontinuance of High Capacity EELs that are determined in the future to be non-compliant under Section 3.11.2.2 or 3.11.2.9 below; or (f) implementation of any rates or charges the Commission may approve or establish in the future for any functions Verizon is required to perform under this Amendment.

2.6 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Elements. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under Section 251 of the Act and the FCC's rules implementing that section is solely for the convenience of the Parties and shall not be construed to require or permit application of any requirement of 47 U.S.C. § 252 (including but not limited to, arbitration under 47 U.S.C. § 252(b)) regarding the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements. Subject to and without limiting the foregoing, this Amendment shall not be deemed to limit either Party's rights, if any, under § 271 of the Act that are specifically set forth in express provisions of the Agreement.

2.7 For the avoidance of any doubt, notwithstanding any other provision of the Amended Agreement, Verizon is not required to offer or provide unbundled access to packet switching as a stand-alone facility, as part of a Combination, or otherwise.

3. Verizon's Provision of Certain Network Elements and Related Services.

3.1 FTTH and FTTC Loops.

3.1.1 New Builds. Notwithstanding any other provision of the Amended Agreement, but subject to and without limiting Section 4.4 below, Verizon is not required to provide access to a FTTH or FTTC Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any loop facility other than a FTTH or FTTC Loop.

3.1.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above and Section 4.4 below), Verizon is not required to provide access to a FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that, in accordance with, but only to the extent required by, the Federal Unbundling Rules, (a) Verizon must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH or FTTC Loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless Verizon retires the copper loop pursuant to paragraph 47 C.F.R. § 51.319(a)(3)(iv); (b) if Verizon maintains the existing copper loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), it need not incur any expenses to ensure that the existing copper loop remains capable of *transmitting signals prior to receiving a request for access pursuant to that paragraph*, in which case Verizon shall restore the copper loop to serviceable condition upon request; and (c) if Verizon retires the copper loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv), it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC Loop (a "Voice Grade Transmission Path") on an unbundled basis. The rates for a Voice Grade Transmission Path under (c) above shall be the same rates applicable under the Amended Agreement to a DS0 loop to the same customer premises were such a loop available, unless and until such time as different rates for a Voice Grade Transmission Path are established by the Commission, in which case such different rates shall apply as the Commission orders on a prospective basis.

3.1.2.1 Retirement of Copper Loops. Prior to retiring any copper Loop that has been replaced with a FTTH or FTTC Loop, Verizon shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules (which, in part, require Verizon to submit notice of copper Loop retirement no later than ninety-one (91) days prior to the planned date of such retirement); and (ii) any applicable requirements of state law. If CTC is leasing a copper Loop when Verizon submits its notice pursuant to the foregoing sentence, Verizon shall also provide CTC with a copy of such notice pursuant to the notice provisions of the Amended Agreement.

3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement, but subject to and without limiting Section 4.4 below, CTC shall not be entitled to obtain access to the packet switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely

a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement, when CTC seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. §251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide CTC with nondiscriminatory access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been met, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement, when CTC seeks access to a Hybrid Loop for the provision of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51, Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to the entire DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises using time division multiplexing technology.
- 3.2.4 IDLC Hybrid Loops. If CTC requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall provide CTC unbundled access to a Loop capable of voice-grade service (i.e., equivalent to DS0 capacity) to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon, in its sole discretion, will provide CTC with (i) an existing copper Loop; (ii) or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where available. Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.
- 3.2.4.2 Unless an effective order of the Commission or the FCC or a written agreement of the Parties expressly requires standard provisioning intervals and performance measures and remedies for Verizon's provisioning of unbundled Loops pursuant to this Section 3.2.4, Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

- 3.3 Subloop. Verizon shall provide CTC with nondiscriminatory access to Subloops on an unbundled basis at any technically feasible point (including at fiber distribution facilities) and pursuant to Section 251(c)(3) of the Act, Section 51.319(b) of the FCC's rules, and any other Applicable Law. One type of Subloop is Inside Wire Subloop, which is defined in Section 4.7.22 below. The Subloop element shall include any and all of the features, functions, and capabilities of the Subloop, including, but not limited to: (i) loop concentration/multiplexing functionality, (ii) loop distribution, and (iii) on-premises wiring owned or controlled by Verizon. Verizon shall also provide any combination of Subloop elements ordinarily combined in the Verizon network, and any pre-existing combination of Subloop elements shall not be separated unless so directed by CTC.
- 3.3.1 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above) or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. §251(c)(3) and 47 C.F.R. Part 51, upon site-specific request, CTC may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the Distribution Sub-Loop Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 3.3.2 Copper Subloops. Verizon shall provide CTC with nondiscriminatory access to a copper Subloop on an unbundled basis. A copper Subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as transmission facility between any point of technically feasible access, as defined in Section 3.3.3 below, and the end-user customer premises. A copper Subloop also includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper Subloops include two-wire and four-wire analog Subloops as well as two-wire and four-wire Subloops conditioned to transmit the digital signals needed to provide digital services, regardless of whether the Subloops are in service or held as spares.
- 3.3.3 Point of Technically Feasible Access. A point of technically feasible access is any point in Verizon's outside plant owned or controlled by Verizon, or is at or near a multiunit premises, where it is technically feasible for a technician to access the wire or fiber within a cable without removing a splice case to reach the wire or fiber and thereby establish connectivity. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the single point of interconnection, the feeder/distribution interface, and cross-connection panels deployed at the customer premises. Verizon shall upon a site-specific request by CTC, provide access to a copper Subloop at a splice near a remote terminal. Within thirty (30) days from the Amendment Effective Date, Verizon shall provide CTC with a written proposal that describes in detail commercially viable methods that allow CTC to access Subloops in accordance with the terms of the Agreement, this Amendment and Applicable Law. Within ten (10) days of receipt of such proposal but in no case later than forty (40) days from the Amendment Effective Date, the Parties shall begin to negotiate mutually agreeable terms that effectuate commercially viable methods for CTC to access Subloops. The agreed upon methods shall be implemented within thirty (30) days after the Parties reach such agreement. Should the Parties not reach agreement within ninety (90) days from the Amendment Effective Date, either Party may pursue

resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement and, to the extent they exist, the expedited dispute resolution processes of such Agreement. Until these issues are resolved by the Parties, or during the pendency of any dispute resolution proceeding initiated by a Party to resolve these issues, Verizon shall, notwithstanding the terms in Section 3.3.1 above, provide CTC with access to the full frequency/spectrum of copper/fiber Hybrid Loops.

- 3.3.4 Collocation. Access to the copper Subloop shall be subject to sections 51.321 and 51.323 of the FCC's collocation rules; provided, however, no collocation requirement may be imposed by Verizon at a customer's premises when CTC uses the same or similar space to access Inside Wire Subloops.
- 3.3.5 Access to Multiunit Premises Wiring. Verizon shall provide CTC with nondiscriminatory access to Inside Wire Subloops for access to multiunit premises wiring on an unbundled basis regardless of the capacity or type of media (including, but not limited to copper, coax, radio and fiber) employed for the Inside Wire Subloop.
- 3.3.6 Single Point of Interconnection. Upon notification by CTC that it requests interconnection and/or access to unbundled Inside Wire Subloops, at a multiunit premises and, if so requested by CTC, Verizon shall provide a single point of interconnection (SPOI) that is suitable for use by multiple carriers. This obligation shall be in addition to Verizon's obligations, under section 51.319 (b) (2) of the FCC's rules, to provide nondiscriminatory access to a Subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point and in any technically feasible manner (with Verizon having the burden of demonstrating infeasibility). Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of the SPOI and provide CTC with unrestricted access thereto not more than forty-five (45) days from receipt of a request by CTC to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through the same SPOI. Verizon charges shall recover only total element long-run incremental cost for constructing any such SPOI. The charges for the SPOI shall be recovered in a nondiscriminatory manner from all carriers (including the portion used by Verizon) using the SPOI. If, within fifteen (15) days from Verizon's receipt of a request from CTC to construct a SPOI, Verizon and CTC are unable to negotiate rates, terms, and conditions under which Verizon will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under Section 252 of the Act. Notwithstanding arbitration of the rates, if Verizon has not completed construction of the SPOI and provided access to CTC within forty-five (45) days of CTC's request, CTC may elect to deploy its own cross connection configuration and connect it to the existing Verizon access point with no further financial obligation to Verizon. If the Verizon SPOI is subsequently made operational and pricing resolved, then Verizon may re-terminate the CTC cross-connections, without additional charge to CTC provided that CTC may obtain a mutually agreeable customer release schedule. Verizon may, at its own option and expense, deploy a multi-carrier SPOI but only if that deployment does not delay CTC access to customers in the MTE.
- 3.3.7 Technical Feasibility. If Verizon and CTC are unable to reach agreement through voluntary negotiations as to whether it is technically feasible, or whether sufficient space is available, to unbundle a copper Subloop or Subloop for access to multiunit premises wiring at the point where CTC requests, Verizon shall have the burden of demonstrating to the state commission, in state proceedings under

Section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible to unbundle the Subloop at the point requested by CTC.

- 3.3.8 **Best Practices.** Once one state commission has determined that it is technically feasible to unbundle Subloops at a designated point, Verizon, in any state, shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own Subloops at such a point.
- 3.3.9 **Connection to Subloops.** Connection to Subloops (including the network interface device (NID)), including but not limited to directly accessing the customer side or network side of the cross-connection device owned or controlled by Verizon, may be performed by CTC technicians or its duly authorized agents, at its option, (i) without the presence of Verizon technicians, and (ii) at no additional charge by Verizon. Such connecting work performed by CTC may include but is not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight by Verizon personnel shall be required but Verizon may monitor the work, at its sole expense, provided Verizon does not delay or otherwise interfere with the work being performed by CTC or its duly authorized agents.
- 3.3.10 Verizon shall not require that CTC provide Billing Account Numbers to Verizon as a condition of local number porting to CTC where CTC is overbuilding or has overbuilt on an existing Verizon loop.

3.3A Network Interface Device (NID).

- 3.3A.1 **Network Interface Device.** Apart from its obligation to provide the NID functionality as part of an unbundled loop or Subloop, Verizon shall provide nondiscriminatory access to the NID on an unbundled basis. Verizon shall permit CTC to connect its own loop facilities to on-premises wiring through Verizon's NID, or at any other technically feasible point.

3.4 High Capacity Loops.

- 3.4.1 DS1 Loops. To the extent the Agreement otherwise requires Verizon to provide CTC with unbundled access to Section 251(c)(3) DS1 Loops (this section not being intended to create any such obligation in the first instance) the following provisions shall apply notwithstanding any such requirement:

- 3.4.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.1.2 and 3.6.3 below:

- 3.4.1.1.1 Verizon shall provide CTC with nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds or has exceeded both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center except to the extent required under the Verizon-MCI merger conditions pursuant to Section 4.7.18.

- 3.4.1.1.2 CTC and its Affiliates may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled loops.

3.4.1.2 Transition Period For DS1 Loops.

3.4.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that CTC leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate CTC paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS1 Loops pursuant to Section 3.4.1.1, CTC may not obtain new DS1 Loops as unbundled network elements.

3.4.2 DS3 Loops. To the extent the Agreement otherwise requires Verizon to provide CTC with unbundled access to Section 251(c)(3) DS3 Loops (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.2.2 and 3.6.3 below:

3.4.2.1.1 Verizon shall provide CTC with nondiscriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds or has exceeded both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center except to the extent required under the Verizon-MCI merger conditions pursuant to Section 4.7.18.

3.4.2.1.2 CTC and its Affiliates may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.4.2.2 Transition Period For DS3 Loops. For a 12-month period beginning on March 11, 2005, any DS3 Loop UNEs that CTC leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate CTC paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS3 Loops pursuant to Section 3.4.2.1, CTC may not obtain new DS3 Loops as unbundled network elements.

3.4.3 Dark Fiber Loops.

3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not required to provide CTC with access to a Section 251(c)(3) Dark Fiber Loop on an unbundled basis.

3.4.3.2 Transition Period For Dark Fiber Loops. For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs that CTC leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate CTC paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. CTC may not obtain new Dark Fiber Loops as unbundled network elements.

3.5 High Capacity Transport.

3.5.1 DS1 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide CTC with unbundled access to Section 251(c)(3) DS1 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.1.1 *Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.1.2 and 3.6.3 below:*

3.5.1.1.1 Verizon shall unbundle DS1 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Verizon must unbundle DS1 Dedicated Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

3.5.1.1.2 CTC and its Affiliates may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is not required to be made available on an unbundled basis under Section 3.5.2.1.

3.5.1.2 Transition Period For DS1 Dedicated Transport.

3.5.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Dedicated Transport UNE that CTC leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate CTC paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS1 Dedicated Transport pursuant to Section 3.5.1.1 above, CTC may not obtain new DS1 Dedicated Transport as unbundled network elements.

3.5.2 DS3 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide CTC with unbundled access to Section 251(c)(3) DS3 Dedicated Transport (this section not being intended to create any such

requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.2.2 and 3.6.3 below:

3.5.2.1.1 Verizon shall unbundle DS3 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle DS3 Dedicated Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.2.1.2 CTC and its Affiliates may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.

3.5.2.2 Transition Period For DS3 Dedicated Transport.

3.5.2.2.1 For a 12-month period beginning on March 11, 2005, any DS3 Dedicated Transport UNE that CTC leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate CTC paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS3 Dedicated Transport pursuant to Section 3.5.2.1 above, CTC may not obtain new DS3 Dedicated Transport as unbundled network elements.

3.5.3 Dark Fiber Transport. To the extent the Agreement otherwise requires Verizon to provide CTC with unbundled access to Section 251(c)(3) Dark Fiber Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in sections 3.5.3.2 and 3.6.3 below, Verizon shall unbundle Dark Fiber Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle Dark Fiber Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.3.2 Transition Period For Dark Fiber Transport.

3.5.3.2.1 For an 18-month period beginning on March 11, 2005, any Dark Fiber Transport UNE that CTC leased from Verizon as of that date, but which Verizon is not obligated to unbundle

pursuant to Section 3.5.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate CTC paid for the Dark Fiber Transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that Dark Fiber Transport element. Where Verizon is not required to provide unbundled Dark Fiber Transport pursuant to Section 3.5.3.1 above, CTC may not obtain new Dark Fiber Transport as unbundled network elements.

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not obligated to provide CTC with unbundled access to Section 251(c)(3) Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3. In light of Paragraph 140 of the TRRO, the discontinuation of Entrance Facilities as set forth in this Amendment does not alter any right CTC may have under the existing Agreement to obtain interconnection facilities pursuant to section 251(c)(2) of the Act; provided, however, that, for the avoidance of any doubt, this sentence by itself shall not be construed to establish any such right.

3.5.5 Wire Center Tier Structure. For purposes of this Section 3.5, Verizon's Wire Centers shall be classified into three tiers, defined as follows:

3.5.5.1 Tier 1 Wire Centers are those Verizon Wire Centers that contain at least four Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Verizon tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is or has been determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

3.5.5.2 Tier 2 Wire Centers are those Verizon Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is or has been determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

3.5.5.3 Tier 3 Wire Centers are those Verizon Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

3.6 TRRO Certification and Dispute Process for High Capacity Loops and Transport

3.6.1 CLEC Certification and Related Provisions.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that CTC seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), CTC must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, CTC's request is consistent with the requirements of the TRRO and that CTC is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the

Act. CTC's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to CTC by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to CTC under a non-disclosure agreement or that CTC otherwise possesses.

3.6.1.2 The back-up data that Verizon provides to CTC under a non-disclosure agreement pursuant to Section 3.6.1.1 above shall include the number of (i) Business Lines and (ii) Fiber-Based Collocators in each Verizon serving wire center. Back-up data shall include, but not be limited to the definition of "wire center," used, the names of the fiber-based collocators counted in each wire center, line counts identified by line type, the date of each count of lines relied upon by Verizon, the methodology used to count Fiber-Based Collocators, the methodology used to derive the Business Line count and the original sources(s) of such data, all business rules and definitions used by Verizon, and any documents, orders, records or reports relied upon by Verizon for the assertions made. Verizon shall use its best and reasonable efforts to provide the back-up data required by this Section no later than ten (10) business days following CTC's written request, but only if a non-disclosure agreement covering the back-up data is in effect between Verizon and CTC at that time.

3.6.1.3 Since Verizon has now modified its electronic ordering system to include a method for CTC to provide the certification required by this section, CTC shall use such method, as updated from time to time, to provide such certification.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from CTC for unbundled access to a TRRO Certification Element and the certification required by Section 3.6.1 above, and except as provided in Section 3.6.2.3 below, Verizon shall immediately process the request in accordance with any applicable standard intervals, and for avoidance of doubt, shall not delay processing the request on grounds that the request is for a TRRO Certification Element. If Verizon wishes to challenge CTC's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.6.2.2 If a dispute pursuant to section 3.6.2.1 above is resolved in Verizon's favor, then CTC shall compensate Verizon for the additional charges that would apply if CTC had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (i.e., month-to-month rate provided under Verizon's applicable interstate access tariff, unless CTC is then subscribed to an applicable special access volume/term plan, or other special access tariff arrangement, pursuant to which CTC would be entitled to a lower rate), or other alternative wholesale arrangement (except as provided in section 3.6.2.2.1 below as to dark fiber), applicable back to the date of provisioning. The foregoing rates shall apply until such time as CTC requests disconnection of the subject facility or an

alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

- 3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that CTC shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor. In any case where CTC, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only for the duration of the standard interval for installation of the "lit" service.
- 3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a CTC order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where CTC's order conflicts with a non-impaired Wire Center designation that the Commission, the FCC, or a court of competent jurisdiction has *ordered or approved or that has otherwise been confirmed through* previous dispute resolution; or (b) to the extent the Commission, the FCC, or a court of competent jurisdiction otherwise permits Verizon to reject orders for TRRO Certification Elements without first seeking dispute resolution.
- 3.6.3 If Verizon revises its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of the Amendment Effective Date (any such revision may hereinafter be referred to as a "Wire Center Update Revision"), then Verizon shall notify CTC in writing (by electronic mail or other written communication) of such change ("Wire Center Update Notice"), and the following provisions shall apply effective as of the date that Verizon provides CTC such Wire Center Update Notice (the "Wire Center Update Notice Effective Date"):
- 3.6.3.1 CTC's embedded base of TRRO Certification Elements that are or become Discontinued Elements by operation of any such Wire Center Update Revision (the "Newly-Discontinued Embedded Base") shall be treated as Discontinued Elements under Section 3.9.2 below effective as follows: (a) if the Wire Center Update Notice Effective Date is on or before March 10, 2007, 180 days after the Wire Center Update Notice Effective Date (the "Initial Transitional Wire Center Update Effective Date") and (b) if the Wire Center Update Notice Effective Date is on or after March 11, 2007, 90 days after the Wire Center Notice Update Effective Date (the "Secondary Transitional Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the First Transitional Wire Center Update Effective

Date or the Secondary Transitional Wire Center Update Effective Date, as appropriate, shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, as applicable. During such 180- and 90-day periods, the Newly-Discontinued Embedded Base shall be priced at a rate equal to 115% of the rate CTC was obligated to pay for the subject element as of the applicable Wire Center Update Notice Effective Date.

3.6.3.2 For the avoidance of any doubt, the provisions set forth in Sections 3.6.1 and 3.6.2 (including, but not limited to, CTC's certification obligation) shall apply as to any new requests for TRRO Certification Elements affected by the changes to the Wire Center List.

3.6.3.3 Subject to Section 3.6.2.3 above, nothing contained in this Section 3.6.3 shall limit any right CTC may have to challenge Verizon's revision of its Wire Center Lists, including any change in a Wire Center's designation as Tier 1, Tier 2 or Tier 3.

3.7 DS0 Local Circuit Switching and Related Elements.

3.7.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.3 below, Verizon is not required to provide CTC with access to DS0 Local Circuit Switching on an unbundled basis.

3.7.2 CTC shall migrate its embedded end user customer base off of the DS0 Local Circuit Switching element to an alternative arrangement no later than March 10, 2006.

3.7.3 Transition Requirements. For a 12-month period beginning on March 11, 2005, Verizon shall provide access to DS0 Local Circuit Switching on an unbundled basis for CTC to serve its embedded end user customer base. The price for DS0 Local Circuit Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at transitional rates which shall be the higher of (a) the rate at which CTC obtained that combination of network elements on June 15, 2004 plus one dollar, or (b) the rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. CTC may not obtain new DS0 Local Circuit Switching as an unbundled network element on or after March 11, 2005.

3.7.3.1 For purposes of Section 3.7.3 above, serving the CTC's embedded end user customer base means serving CTC's end user customers using a DS0 Local Circuit Switching arrangement that was in service for that end user customer as of March 11, 2005, and does not include adding new DS0 Local Circuit Switching arrangements, adding new lines to existing DS0 Local Circuit Switching arrangements, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject DS0 Local Circuit Switching arrangement as of March 11, 2005; provided, however, that CTC may obtain such additional lines or moves as resale under section 251(c)(4) of the Act (in accordance with the resale provisions of the Agreement), or pursuant to a separate commercial agreement, or as permitted under other Applicable Law.

3.7.4 As set forth in 47 C.F.R. § 51.319(d)(4), Verizon shall provide CTC with non-discriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, to the extent that DS0 Local Circuit Switching is required to be made available pursuant to this Section 3.7, or other Applicable Law. Verizon shall provide Carrier Identification Parameters (CIPs) to CTC as part of any such signaling that Verizon is required to provide to CTC.

3.8 Payment of Transition Charges.

3.8.1 Prospective Transition Charges. CTC shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after the Amendment Effective Date. If CTC fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.

3.8.2 Retrospective Transition Charges.

3.8.2.1 Previously-Invoiced Charges. CTC, within thirty (30) days after the Amendment Effective Date, shall pay any transitional charges described in section 3 of this Amendment that Verizon already billed to CTC in invoices dated prior to the Amendment Effective Date and that CTC has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if CTC pays (or has paid) within thirty (30) days after the Amendment Effective Date any such invoices dated prior to the Amendment Effective Date.

3.8.2.2 Charges Not Previously Invoiced. Without limiting CTC's obligation to pay Verizon's invoices described in the foregoing provisions of this section 3.8, Verizon may, but shall not be required to, use a true up to recover from CTC any transitional rate increases described in section 3 of this Amendment that CTC has incurred but for which Verizon has not already billed CTC. Verizon may not charge late payments or penalties if CTC pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.

3.8.3 Any bills issued by Verizon that include either a transition rate charge or a true up charge shall enable CTC to determine: (1) the time period for which such transition rate charge or true up charges applies; (2) the applicable transition rate; and (3) the facilities to which the transition rate or true-up amounts apply. Nothing herein shall require Verizon to change its customary billing formats. In the event that Verizon's billing format does not enable it to provide the information required by this section, Verizon shall provide such information separately from the billing in a manner that reasonably achieves the purposes of this section.

3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

3.9.1 CTC may, at any time during the TRRO transition periods set forth in this Section 3, place orders to convert or migrate to alternative arrangements (e.g., a separate agreement at market-based rates, an arrangement under a Verizon access tariff, a resale arrangement, or other arrangement made available by Verizon pursuant to Applicable Law) CTC's embedded base, if any, of

Discontinued Facilities that are subject to those transition periods. For avoidance of doubt, if CTC places or has placed a timely order pursuant to this Section 3.9.1, on or before March 10, 2006 (or, in the case of dark fiber, on or before September 10, 2006), then Verizon, upon CTC's request, shall defer the effectiveness of any such orders to a later date, but no later than March 10, 2006 (or, in the case of dark fiber, September 10, 2006). Likewise, as for Newly Discontinued Embedded Base, if CTC places or has placed an order pursuant to this section 3.9.1, on or before the last date of the transition period associated with a Wire Center Update Revision as specified in Section 3.6.3.1 then Verizon, upon CTC's request, shall defer the effectiveness of any such orders to a later date, but no later than the transitional time frame specified in Section 3.6.3.1.

3.9.1.1 Repricing Pending Actual Conversion or Migration. If CTC places or has placed a timely order pursuant to Section 3.9.1 and Verizon has not completed the conversion or migration requested by CTC as of the date requested by CTC (such requested date being no later than the date required under Section 3.9.1), then Verizon, may reprice the subject Discontinued Element effective as of that date by application of the rate(s) that apply to the available replacement service requested by CTC until such time as Verizon completes the actual conversion or migration to that available replacement service. Because the repricing described in this Section 3.9.1.1 may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, may in its sole discretion, effectuate such repricing by application of a surcharge to an existing rate(s) so that the existing rate plus the surcharge are equivalent to the subject replacement service.

3.9.2 Failure of CTC to Request Disconnection or Replacement Service by the Required Date. If CTC has not requested disconnection of the subject Discontinued Element and has not submitted a timely order for a replacement service in accordance with Section 3.9.1 above by the date required in that section, then Verizon, may, in its sole discretion, without further notice to CTC, convert or migrate the subject Discontinued Element to an alternative access (month-to-month term), resale, or commercial arrangement, or other wholesale arrangement made available by Verizon pursuant to Applicable Law, that Verizon shall identify in writing to CTC, and the rates, terms, and conditions of such arrangement shall apply and be binding upon CTC as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006); provided, however, that Verizon will assess a rate for such alternative arrangement that is not greater than the lowest rate that CTC could have otherwise obtained for an equivalent or substantially similar wholesale service.

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon has not completed the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon may, but shall not be required to, reprice the subject Discontinued Element, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to an alternative access, resale, or commercial arrangement until such time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon may, in its sole discretion,

effectuate such repricing by application of a surcharge so that the existing rate plus the surcharge are equivalent to the applicable access, resale, or other alternative arrangement that Verizon identifies under section 3.9.2 above. However, if CTC challenges Verizon designation that certain loop and transport facilities are Discontinued Facilities, Verizon shall continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis in accordance with 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.

3.11 Commingling and Combinations.

3.11.1 Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 and Section 4.4 below):

3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement or pursuant to Applicable Law with *wholesale services obtained from Verizon under a Verizon access tariff or a separate agreement, or as Section 251(c)(4) resale ("Wholesale Services")*, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules, or other Applicable Law. Moreover, to the extent and so long as required by the Federal Unbundling Rules or other Applicable Law (subject to Section 3.11.1.3 below), Verizon shall, upon request of CTC, perform the functions necessary to commingle or combine such UNEs with Wholesale Services. The rates, terms and conditions of the applicable access tariff, or, as applicable, separate agreement, or rates, terms, and conditions otherwise applicable to section 251(c)(4) resale, will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the UNEs.

3.11.1.2 "Ratcheting," i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs or combinations of UNEs that are commingled with Wholesale Services do not constitute a shared use arrangement as set forth in the applicable Verizon tariff.

3.11.1.3 Limitations on Section 3.11.1. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide CTC with access to any facility that Verizon is not otherwise required to provide to CTC on an unbundled basis under the Amended Agreement or other Applicable Law, or (b) to limit any right

of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Element.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement or this Amendment (but subject to the conditions set forth in Sections 2 and 3.11.1 above, and Section 4.4 below):

3.11.2.1 Verizon shall not be obligated to provide:

- 3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and not unless and until CTC certifies in the respective ASR (or, as applicable, LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of the High Capacity EEL satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. CTC must remain in compliance with said service eligibility criteria for so long as CTC continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit shall be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements.

3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Elements, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and CTC has not submitted an ASR (or, as applicable, LSR) or other appropriate documentation to Verizon requesting disconnection of the noncompliant High Capacity EEL circuit and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon,

shall reprice the subject High Capacity EEL circuit, effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an alternative access service or other alternative arrangement that Verizon shall identify in a written notice to CTC.

- 3.11.2.3 When submitting an ASR (or, as applicable, LSR) for a High Capacity EEL circuit for which certification under Section 3.11.2.1 above is required, CTC must include the certification in the remarks section of the ASR (or, as applicable, LSR) as follows (substituting "LSR" for "ASR" where appropriate): "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR (or, as applicable, LSR) unless and until such time as provisions are made to populate other fields on the ASR (or, as applicable, LSR) to capture this certification.
- 3.11.2.4 There will be no charges for conversion from wholesale to UNEs or UNE combinations, unless a specific tariff charge has been approved for that purpose.
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 Upon CTC's request, Verizon, in accordance with but only to the extent required by the Federal Unbundling Rules or other Applicable Law, shall convert a wholesale service, or group of wholesale services, to the equivalent UNE (if any) or combination of UNEs (if any) that Verizon is required to provide to CTC under the Amended Agreement. CTC shall make such a request by submitting an ASR (or, as applicable, LSR) to Verizon.¹ Each such request will be handled as a project.

Pricing changes for conversion requests submitted after the Amendment Effective Date shall become effective upon receipt by Verizon of CTC's request and shall be made by Verizon in the first billing cycle after such request. Where CTC specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, the recurring charges for the UNEs set forth in the Amended Agreement or Verizon's UNE tariff, as applicable, shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill CTC pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR (or, as applicable, LSR) for conversion pursuant to Verizon's conversion guidelines.

¹ Nothing in this sentence shall be deemed to prejudice the position of either Party as to whether a conversion request submitted prior to the Amendment Effective Date should have been made by submitting an ASR (or, as applicable, LSR).

- 3.11.2.7 Verizon shall not, in connection with any conversion pursuant to this Section 3.11, without the written consent of CTC, physically disconnect, separate, alter or change, in any other fashion, equipment and facilities employed to provide the service being converted. Verizon shall use commercially reasonable efforts to avoid adversely affecting the service quality perceived by CTC's customer.
- 3.11.2.8 [This Section Intentionally Left Blank.]
- 3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit CTC's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall provide CTC with thirty (30) days advance notice of any such audit. To the extent the independent auditor's report concludes that CTC failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights under Section 3.11.2.2 above) CTC must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis. To the extent the independent auditor's report concludes that CTC failed to comply in all material respects with the service eligibility, then (without limiting Verizon's rights under Section 3.11.2.2 above) CTC must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm that CTC complied in all material respects with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then CTC shall provide to the independent auditor for its verification a statement of CTC's reasonable and verifiable costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which CTC submits such costs to the auditor, reimburse CTC for its reasonable and verifiable costs verified by the auditor. CTC shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.
- 3.11.2.10 Unless an effective order of the Commission or the FCC or a written agreement of the Parties expressly requires standard provisioning intervals and performance measures and remedies for Verizon's provisioning of commingled facilities and services, Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.12 Routine Network Modifications.

- 3.12.1 General Conditions. In accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications as are necessary to permit access by CTC to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable CTC to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Element. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

3.12.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, until such time as a legally effective order of the Commission requires new standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.12.3 Nothing contained in this Section 3.12 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, for any period of time not required under the Amended Agreement, access to any Discontinued Element, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Element.

3.12.4 Verizon shall perform routine network modifications without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

3.12.5 For avoidance of doubt, there are no existing charges approved by the Commission that apply to routine network modifications, as defined herein. Any

charges applicable to routine network modifications that the Commission may establish in the future shall not be retroactive absent an explicit Commission order to the contrary.

- 3.13 Loop Maintenance, Repair, and Testing. In accordance with, but only to the extent required by, the Federal Unbundling Rules or other Applicable Law, Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to CTC at the splitter, through a cross-connection to CTC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Sub-Loops. Verizon's standard provisioning processes and rates shall apply.

4. Miscellaneous Provisions.

- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision 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 4.1.
- 4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4.3 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.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. This Amendment does not alter, modify, or revise any rights and obligations under Applicable Law contained in the Agreement, other than those Section 251 rights and obligations specifically addressed in this Amendment. Furthermore, CTC's execution of this Amendment shall not be construed as a waiver with respect to whether Verizon, prior to the Amendment Effective Date, was obligated under the Agreement to perform certain functions required by the TRO.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or otherwise.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1A Applicable Law. All laws, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, (the "Act") (including but not limited to 47 U.S.C. 251 and 47 U.S.C. 271), effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.
- 4.7.1 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".
- 4.7.2 Call-Related Databases. 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. Call-related databases include, but are 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.
- 4.7.3 Commingling. The connecting, attaching, or otherwise linking of an Unbundled Network Element or a Combination of Unbundled Network Elements, to one or more facilities or services that CTC has obtained at wholesale from Verizon pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of an Unbundled Network Element, or a Combination, with one or more such facilities or services. "Commingling" means the act of Commingling.
- 4.7.4 Conversion. Conversion means all procedures, processes and functions that Verizon and CTC must follow to Convert any Verizon facility or service other than a UNE (e.g., special access services) or group of Verizon facilities or services to the equivalent of UNEs or Combinations, or the reverse. "Convert" means the act of Conversion.
- 4.7.5 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.6 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or Wire Centers (including

Verizon switching equipment, with line-side functionality, that terminate loops and is located at CTC's premises).

- 4.7.7 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities between Verizon switches or Wire Centers (including Verizon switching equipment, with line-side functionality, that terminate loops and is located at CTC's premises), or between Verizon Wire Centers or switches and requesting telecommunications carriers' switches or Wire Centers, including DS-1, DS-3, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 4.7.8 Discontinued Element. Any facility that Verizon, at any time, has provided or offered to provide to CTC on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51, but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. Discontinued Elements as of the Amended Effective Date include the following, whether as stand-alone elements or combined or commingled with other elements: (a) any Entrance Facility (lit or unlit); (b) Local Circuit Switching that, if provided to CTC would be used for the purpose of serving CTC's customers using DS1 or above capacity Loops; (c) DS0 Local Circuit Switching (subject to the transition provisions set forth herein for CTC's embedded end user customer base, if any, as of March 11, 2005); (d) OCn Loops and OCn Dedicated Transport; (e) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in section 3.4 of this Amendment; (f) Dark Fiber Loops (subject to the transition provisions set forth herein for CTC's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (g) subject to Sections 3.4.1 and 3.4.2 above, any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to CTC on an unbundled basis under section 3 of this Amendment; (h) subject to Sections 3.5.1, 3.5.2, and 3.6 above, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in section 3.5 of this Amendment; (i) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to CTC on an unbundled basis under section 3 of this Amendment; (j) the Feeder portion of a Loop; (k) Line Sharing, subject to the FCC's TRO transition requirements described herein; (l) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with DS0 Local Circuit Switching for CTC's embedded end user customer base for such switching, if any, as of March 11, 2005); (m) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with DS0 Local Circuit Switching for CTC's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with DS0 Local Circuit Switching for CTC's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (p) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; (q) Hybrid Loops, subject to Section 3.2 above.
- 4.7.9 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.

- 4.7.10 DS0 Local Circuit Switching. Local Circuit Switching or Tandem Switching that, if provided to CTC, would be used for the purpose of serving a CTC end user customer with DS0 loops.
- 4.7.11 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.12 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.13 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links".
- 4.7.14 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links".
- 4.7.15 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of CTC or a third party.
- 4.7.16 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.17 Federal Unbundling Rules. Any requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 4.7.18 Fiber-Based Collocator. As set forth in 47 C.F.R. § 51.5, a Fiber-Based Collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this section. Dark fiber obtained from Verizon on an infeasible right of use basis shall be treated as non-Verizon fiber-optic cable. Two or more Affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For the purposes of this Amendment, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations. For the avoidance of any doubt, if an entity was not an Affiliate of Verizon as of the date (on or after March 11, 2005) on which a Wire Center qualified for non-impairment under Section 3.4 or 3.5 of this Amendment, the non-impairment status of such Wire Center shall not be eliminated or downgraded (e.g., from Tier 1 to Tier 2) if the entity later becomes an Affiliate of Verizon; provided, however, that Verizon shall comply prospectively, from and after February 5, 2006, with Unbundled Network Element Condition No. 2 set

forth in Appendix G to the FCC's Memorandum Opinion and Order, WC Docket No. 05-75, FCC 05-184 (rel. Nov. 17, 2005) effective as of February 5, 2006 and for so long as such condition is applicable.

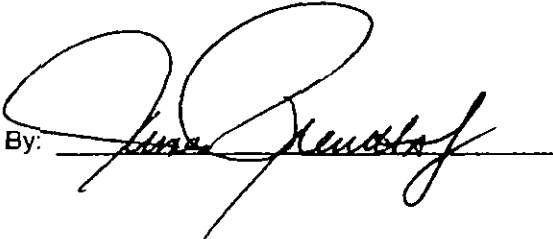
- 4.7.19 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to or beyond the multiunit premises' minimum point of entry (MPOE). FTTH Loops are not limited to those loops being used to provide service to "mass market" or residential customers.
- 4.7.20 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises. FTTC loops are not limited to those loops being used to provide service to "mass market" or residential customers.
- 4.7.21 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.22 Inside Wire Subloop (House and Riser Cable). All loop plant owned or controlled by Verizon at a multiunit customer premises between the minimum point of entry ("MPOE") and the Demarcation Point of Verizon's network, other than FTTH or FTTC Loop.
- 4.7.23 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.24 Line Sharing. The process by which CTC provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises and includes the high frequency portion of any inside wire (including Inside Wire Sub-Loop) owned or controlled by Verizon other than FTTH or FTTC Loop.
- 4.7.25 Local Circuit Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side port (including the capability to connect a loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

- 4.7.26 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.27 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more Verizon intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 4.7.28 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.29 Subloop. A subloop (including Inside Wire Subloops, defined above) is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable, between any technically feasible point in Verizon's outside plant, including inside wire owned, controlled or leased by Verizon, and the end-user customer premises. A subloop includes all intermediate devices (e.g. repeater and load coils), and includes the features, functions, and capabilities of the loop. A subloop includes two-wire and four-wire analog voice grade subloops and two-wire and four-wire subloops conditioned for digital service, regardless of whether the subloops are in service or held as spares.
- 4.7.30 Sub-Loop for Multiunit Premises Access. Any portion of a Loop, other than an FTTH or FTTC Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.31 Tandem Switching. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.32 Wire Center. A Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in 47 C.F.R. § 51.5. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

CTC COMMUNICATIONS CORP.

VERIZON PENNSYLVANIA INC.

By: 

By: _____

Printed: James P. Prenetta

Printed: Jeffrey A. Masoner

Title: Executive Vice President and General Counsel

Title: Vice President - Interconnection Services

Date: 11.05.07

Date: _____

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

CTC COMMUNICATIONS CORP.

VERIZON PENNSYLVANIA INC.

By: _____

By: Jeffrey A. Masoner

Printed: James P. Prenetta

Printed: Jeffrey A. Masoner

Title: Executive Vice President and General Counsel

Title: Vice President - Interconnection Services

Date: _____

Date: 11/6/07

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Bureau of Fixed Utility Services
PA Public Utility Commission
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Harrisburg, PA 17105-3265

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: November 20, 2007

SUBJECT: A-310295F7000

TO: Office of Special Assistants

FROM: *KB* James J. McNulty, Secretary

Joint Petition of Verizon Pennsylvania Inc. and CTC
Communications Corp. for Approval of Amendment No. 2 to the
Interconnection Agreement Under Section 252(e) of the
Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of Amendment No. 2 to the
Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be
published on December 8, 2007. Comments are due on or before 10 days after the publication
of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

DOCUMENT
FOLDER

DOCKETED
NOV 20 2007

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and CTC Communications Corp. for Approval of Amendment No. 2 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310295F7000

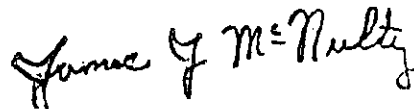
Verizon Pennsylvania Inc. and CTC Communications Corp., by its counsel, filed on November 13, 2007, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 2 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and CTC Communications Corp. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

DOCUMENT
FOLDER

DOCKETED BY THE COMMISSION
NOV 20 2007



James J. McNulty
Secretary

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