

AGREEMENT

Effective as of September 30, 2002

by and between

**DIECA COMMUNICATIONS INC.
d/b/a/ Covad Communications (Covad)**

and

**VERIZON PENNSYLVANIA INC.
FOR THE COMMONWEALTH OF
PENNSYLVANIA**

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AGREEMENT

PREFACE

This Agreement ("Agreement") is effective as of September 30, 2002 (the "Effective Date"), between DIECA Communications Inc., d/b/a Covad Communications (Covad), a corporation organized under the laws of the Commonwealth of Virginia, with offices at 3200 Corporate Drive, Herndon, VA 20171 and Verizon 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 Covad may each sometimes be referred to as "Party" or "other Party," and jointly as "the Parties," in this Agreement.

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and Covad 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. The Parties do not incorporate Tariff terms in the Agreement that would override either sections 1-50 of the General Terms and Conditions or the Glossary of the Principal Document.
- 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. Except as expressly provided in this Principal Document, such addition, modification, or withdrawal of a Tariff shall not amend, waive, or modify the terms of the Principal Document. 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 September 30, 2005 (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 Covad 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 Covad or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Covad 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 Covad and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Covad 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 Covad 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 Statement of Generally Available Terms (SGAT).
- 2.5 If either Covad or Verizon provides notice of termination pursuant to this Section or Section 12, Covad and Verizon agree to take commercially reasonable steps to transition services so as to attempt to minimize the impact on end users; provided, however, that the foregoing shall not, in any case, affect: (a) Verizon's termination rights under Section 12; or (b) Verizon's right to receive (and Covad's obligation to make) payments for services provided by Verizon (whether under this Agreement or otherwise); provided further that, notwithstanding any other provision in this Agreement, Verizon does not agree to provide services hereunder to any person or entities other than Covad.
- 2.6 Nothing in this Agreement is intended to prevent Covad from selecting other terms than those set forth in the Agreement to the extent permitted by Section 252(i) of the Act and Applicable Law.

3. Glossary and Attachments

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

Additional Services Attachment

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 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 government 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. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, 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, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
- 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, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall be provided for a transition period of up to forty-five (45) days, 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, Covad 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 Covad (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon (where establishing credit with any Verizon Operating Telephone Company shall be considered as establishing 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 Covad by Verizon (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Covad has complied with the notice and other provisions of Section 9.3), 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 Covad 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 Covad in respect of any amounts to be paid by

Covad 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, Covad 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 Covad has provided Verizon with such assurance of payment; provided, however, that Verizon shall give Covad a minimum of ten (10) calendar 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 Covad 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 containing 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 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 Covad represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Covad Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Covad has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the Commonwealth of Pennsylvania. Covad shall not place any orders under this Agreement until it has obtained such authorization. Upon the request of Verizon, Covad shall provide proof of such authorization within thirty (30) days.

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. Such statements shall be in electronic form, and contain information consistent with industry standards in Billing Output Specification, Bill Data Tape (BOS BDT) format.

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, in readable electronic form, is received by the billed Party. Payments shall be transmitted by electronic funds transfer. The billing Party shall provide any appropriate bill credits to the billed party within 60 days of incurring the obligation to provide such credits.

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. If the billing Party determines that the disputed amounts are not owed to it, it must provide to the billed Party information identifying the bill and Bill Account Number (BAN) to which an appropriate credit will be applied.

9.4 If the billing Party fails to receive payment for outstanding charges by the Due Date, it is entitled to assess a late payment charge to the billed Party. The late payment charge shall be in an amount specified by the billing Party which shall

not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

9.6 If Verizon bills Covad for previously unbilled services or products that were provided more than 90 days before the current bill date, Covad may, for the charges related to those specific services or products (and only those services or products), take an extra 30 days to pay without incurring a late payment charge. Covad must invoke this right by notifying Verizon in writing within 15 days after receipt of the bill.

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);

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

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

10.1.6 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 10.1.5 or 10.1.6.

- 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 been previously shown prior to developing 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 Covad

- 13.1 If Covad 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, Covad shall send written notice of such discontinuance to Verizon, the Commission, and each of Covad's Customers. Covad 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, Covad shall send such notice at least thirty (30) days prior to its discontinuance of service.

- 13.2 Such notice must advise each Covad Customer that unless action is taken by the Covad Customer to switch to a different carrier prior to Covad's proposed discontinuance of service, the Covad Customer will be without the service provided by Covad to the Covad Customer.
- 13.3 Should a Covad Customer subsequently become a Verizon Customer, Covad shall provide Verizon with all information necessary for Verizon to establish service for the Covad 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 Covad 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 which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party, subject to 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 and shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations that are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event, specifically including the other Party's obligation to pay rates for the services or network elements that the non-performing Party is unable to provide) until the delay, restriction or interference has ceased; provided however, that the non-performing Party so affected shall use commercially reasonable efforts to remove or mitigate such causes of nonperformance and both Parties shall proceed to perform whenever such causes 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 nondiscrimination 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 request by Verizon, Covad shall provide to Verizon non-binding forecasts regarding the Services that Covad expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that Covad 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 the other Party's Customers or other third parties. The Parties shall cooperate with one another to investigate, minimize, and take corrective action in cases of fraud.

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

- 20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.
- 20.2 Indemnification Process:
- 20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.
- 20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:
- 20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 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, except for a claim within the indemnification obligation of Section 20.1, 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 Covad 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, Covad 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 \$1,000,000 combined single limit for each occurrence.*

21.1.2 *Motor Vehicle Liability Insurance, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit for each occurrence.*

21.1.3 *Excess Liability Insurance, 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 \$1,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of Covad'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 Covad.
- 21.3 Covad shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 Covad 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 Texas 75038.
- 21.5 Covad 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 Covad or Covad's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and Covad shall reimburse Verizon for the cost of the insurance.
- 21.7 Certificates furnished by Covad or Covad's contractors shall contain a clause stating: "Verizon 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 Covad 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 Covad, directly or through a third party, of any such terms, conditions or restrictions that may limit any Covad use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Covad'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 Covad 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. Covad shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement.

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support

interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 25.5.1 Under Sections 20, Indemnification or 41, Taxes;
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for damages arising out of or resulting from (1) a Party's willful or intentional misconduct; or (2) a Party's intentional failure to perform a manifest duty in reckless disregard of the consequences for the other Party's property or the lives of its employees, agents and designees;
 - 25.5.5 of either Party to pay penalties related to and arising out of failure to adhere to the Performance Standards referenced in Section 31;

- 25.5.6 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.7 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.5.8 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 director, officer or employee of a Party or a Party's Affiliate shall be construed as implying that any such Affiliate, director, officer, or employee is subject to any duties, liabilities, or obligations under this Agreement.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Covad 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, subject to Section 17, to minimize fraud associated with the services provided under 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 its 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 Covad:

Attention: Brad Sonnenberg
Senior Vice President & General Counsel
Covad Communications Company
3420 Central Expressway
Santa Clara, CA 95051

Telephone Number: (408) 616-6613
Facsimile Number: (408) 616-6604
Internet Address: bsonnenb@covad.com

with a copy to:

Valerie Evans
Covad Team Lead for Verizon
Covad Communications Company
600 14th Street, NW, Suite 750
Washington, DC 20005
Telephone Number: (202) 220-0416
Facsimile Number: (202) 220-0401
Internet Address: vevans@covad.com

To Verizon:

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

with a copy to:

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

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

Covad 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 Covad to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Covad 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). The charges for such non-electronic processes shall be treated as if the means used were electronic, unless Covad specifically requests such non-electronic processes.

31. Performance Standards

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

32. Point of Contact for Covad Customers

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

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 33.1.1 any prior interconnection or resale agreement between the Parties for the Commonwealth of 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.

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 Covad from truthfully representing orally to its customers upon their inquiry that Verizon is the underlying carrier for any particular part of its service.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

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

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement and 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, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax. If the providing Party collects such tax during the effective period of the exemption, after the purchasing Party has complied with the exemption

procedure set forth above, the providing Party will credit the purchasing Party for 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 Covad:

Finance Department
3420 Central Expressway,
Santa Clara, CA 95051

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, 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 Covad's ability to provide service using certain technologies, provided that Verizon may disconnect existing Covad customers who are served on all copper loops, only if doing so would not be a violation of Applicable Law. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. Covad 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. Verizon shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Covad with 150 calendar days prior written notice, if possible, but not less than 90 calendar days prior written notice, of such termination, which shall be effective upon the date specified in the notice.

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 Covad wishes to exercise any rights it may have under Section 252(i), Covad shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, in accordance with Section 252(i), the Parties shall amend this Agreement in writing to appropriately reflect the Interconnection, services, and Network Elements, that Covad has elected to adopt pursuant to Section 252(i).
- 46.3 If Covad wishes to exercise any rights it may have under the Merger Order MFN Provisions, Covad shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, in accordance with the Merger Order MFN Provisions, the Parties shall amend this Agreement in writing to appropriately reflect the interconnection arrangements or unbundled Network Elements, that Covad has elected to adopt pursuant to the Merger Order MFN Provisions.
- 46.4 To the extent that the exercise by Covad of any rights it may have under Section 252(i) or the Merger Order MFN Provisions requires the rearrangement of Services by Verizon, Covad shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

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

48. Waiver

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

The Parties agree that Covad may seek in the future to negotiate and potentially arbitrate (pursuant to 47 U.S.C. §§ 251 and 252) rates, terms, and conditions regarding unbundled switching and interconnection of their networks for the purpose of exchanging voice traffic. Such negotiated and/or arbitrated interconnection and switching provisions would

be added to this Principal Document as an amendment.

49. Warranties

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

50. Withdrawal of Services

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to Covad terminate any provision of this Agreement that provides for the payment by Verizon to Covad of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to Covad. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to Covad related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to Covad related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

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

DIECA Communications
d/b/a Covad Communications

Verizon Pennsylvania Inc.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner_____

Title: _____

Title: Vice President Interconnection
Services Policy and Planning

GLOSSARY

1. General Rule

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

2. Definitions

- 2.1 **Accessible Terminal**
Shall have the meaning as set forth in Applicable Law.
- 2.2 **Act.**
The Communications Act of 1934 (47 U.S.C. §151 et. Seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.
- 2.3 **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 to the Customer and up to 1mbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.
- 2.4 **Affiliate.**
Shall have the meaning set forth in the Act.
- 2.5 **Agent.**

An agent or servant.

2.6 Agreement.

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

2.7 Automated Message Accounting (AMA).

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

2.8 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

2.9 ANI (Automatic Number Identification).

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

2.10 Answer Supervision.

An off-hook supervisory signal.

2.11 Applicable Law.

All effective federal and state laws, government regulations and orders (including orders related to merger commitments), applicable to each Party's performance of its obligations under this agreement.

2.12 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.

2.13 Intentionally left blank

2.14 Basic Local Exchange Service.

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

2.15 BFR (Bona Fide Request)

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

2.16 Business Day.

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

2.17 Calendar Quarter.

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

2.18 Calendar Year.

January through December.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 CLEC (Competitive Local Exchange Carrier).

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

2.24 CLLI Codes.

Common Language Location Identifier Codes.

2.25 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.

2.26 Commission.

Pennsylvania Public Utility Commission.

2.27 Conversation Time.

The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.28 (CPN) Calling Party Number .

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

2.29 CPNI (Customer Proprietary Network Information).

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

2.30 Cross Connection.

A jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the housing Party

2.31 Customer.

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

2.32 [Intentionally left blank]

2.33 Digital Signal Level.

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

2.34 Digital Signal Level 0 (DS0).

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

2.35 Digital Signal Level 1 (DS1).

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

2.36 Digital Signal Level 1 (DS3).

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

2.37 Effective Date.

Shall have the meaning set forth in the Preface of this Agreement.

2.38 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telcom Industry Solutions.

2.39 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.

2.40 Entrance Facility.

The facility between one Party's designated premises and the Central Office serving that designated premises.

2.41 Exchange Access.

Shall have the meaning set forth in the Act.

2.42 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.

2.43 FCC.

The Federal Communications Commission.

2.44 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).

2.45 FCC Regulations.

The regulations duly and lawfully promulgated by the FCC that are currently effective.

2.46 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).

- 2.47 IDLC (Integrated Digital Loop Carrier).
A subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.
- 2.48 ILEC (Incumbent Local Exchange Carrier).
Shall have the meaning stated in the Act.
- 2.49 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.
- 2.50 Internet Traffic.
Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 2.51 InterLATA Service.
Shall have the meaning set forth in the Act.
- 2.52 IntraLATA.
Telecommunications services that originate and terminate at a point within the same LATA.
- 2.53 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.
- 2.54 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).
- 2.55 ISDN User Part (ISUP).
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.56 IXC (Interexchange Carrier).
A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

- 2.57 LATA (Local Access and Transport Area).
Shall have the meaning set forth in the Act.
- 2.58 LEC (Local Exchange Carrier).
Shall have the meaning set forth in the Act.
- 2.59 LERG (Local Exchange Routing Guide).
The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.
- 2.60 LIDB (Line Information Data Base).
One or all, as the context may require, of the Line Information databases owned individually by Verizon and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 2.61 Line Side.
An End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.
- 2.62 Loop.
A transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Verizon End Office that serves the Customer, 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.
- 2.63 LSR (Local Service Request).
The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.
- 2.64 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.
- 2.65 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's. 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.

2.66 MECAB (Multiple Exchange Carrier Access Billing).

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

2.67 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 [BellCore] 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.

2.68 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.

2.69 NANP (North American Numbering Plan).

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

2.70 Network Element.

Shall have the meaning stated in the Act.

2.71 NID (Network Interface Device).

Any means of interconnection of end-user customer premises wiring to Verizon's distribution plant, such as a cross connect device used for that purpose. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

2.72 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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

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

2.74 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).

2.75 POI (Point of Interconnection).

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

2.76 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.

2.77 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.

2.78 Providing Party.

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

2.79 Purchasing Party.

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

2.80 Rate Center Area or Exchange Area.

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

2.81 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.82 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.83 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.

2.84 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 as defined by Verizon (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Scope Calling 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.

2.85 Retail Prices.

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

2.86 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NAP-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telecordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.87 SCP (Service Control Point).

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.88 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement. In agreeing to this definition, Covad does not waive any of its rights to lease and use Verizon's Network Elements on an unbundled basis consistent with Applicable Law.

2.89 (SONET) Synchronous Optical Network.

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

2.90 SP (Signaling Point).

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

2.91 SSP (Service Switching Point).

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

2.92 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 Covad currently utilize this out-of-band signaling protocol.

2.93 STP (Signal Transfer Point).

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

2.94 Sub Loop

A Network Element as defined by FCC Regulations, and the Orders of the FCC.

2.95 Subsidiary.

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

2.96 Switched Access Detail Usage Date.

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

2.97 Switched Access Summary Usage Date.

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

2.98 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.

2.99 Tandem Switches.

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 point of presence, and to provide Switched Exchange Access Services.

2.100 Tariff.

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

2.100.2 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.

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.

2.101 Telcordia Technologies.

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

2.102 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.103 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.104 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.105 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.

2.106 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.

2.107 Toxic or Hazardous Substance.

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

resources.

2.108 Traffic Factor 1.

For traffic exchange via Interconnection trunk is, 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. $(\{Interstate\ Traffic\ Total\ Minutes\ of\ Use\ \{excluding\ Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use\} \div \{Interstate\ Traffic\ Total\ Minutes\ of\ Use\ +\ Intrastate\ Traffic\ Total\ Minutes\ of\ Use\} \times 100)$. 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."

2.109 Traffic Factor 2.

For Traffic exchange 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. $(\{Reciprocal\ Compensation\ Traffic\ Total\ Minutes\ of\ Use\ +\ Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use\} \div Intrastate\ Traffic\ Total\ Minutes\ of\ Use) \times 100)$. 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."

2.110 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.

2.111 UDLC (Universal Digital Loop Carrier)

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

2.112 UNE (Unbundled Network Element) .

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

2.113 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.

2.114 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.

2.115 Wire Center.

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

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

2. Dialing Parity – Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity 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.
- 3.2 Covad 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 Covad. Such services will be provided in accordance with the terms set forth herein.

4.1 Listing Information.

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

Covad 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 Covad Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. Covad shall also provide to Verizon on a daily basis, (a) information showing Covad Customers who have disconnected or terminated their service with Covad; and (b) delivery information for each non-listed or non-published Covad Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to Covad, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

Verizon shall include each Covad Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Covad Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Covad's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Covad shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for Covad's Customers.

4.4 Verizon Information.

Upon request by Covad, Verizon shall make available to Covad 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 Covad, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

4.5 Confidentiality of Listing Information.

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

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Covad Customer listings. At Covad's request, Verizon shall provide Covad with a report of all Covad Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Covad with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

Covad shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Covad warrants to Verizon that Covad has the right to provide such Listing Information to Verizon on behalf of its Customers. Covad shall make commercially 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. Covad 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 Covad hereunder.

4.8 Liability.

Verizon's liability to Covad in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Covad for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. Covad 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 Covad'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 Covad 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. Covad's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Covad is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Covad's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Covad's critical contact information for Covad's installation, repair and Customer service, as provided by Covad, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Covad 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.

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

5. Information Services Traffic

5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic

also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation charges.

- 5.2 If a Covad Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by Covad, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless Covad has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers, Covad shall pay to Verizon without discount the Voice Information Services provider charges. Covad shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.3 Covad shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event Covad exercises such option, Covad 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 Covad to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless Covad has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers, Covad shall pay to Verizon without discount the Voice Information Services provider charges. Covad shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.4 [Intentionally left blank]
- 5.5 For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from Covad Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, Covad shall either (a) pay to Verizon without discount the Voice Information Services provider charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers.
- 5.6 Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.
- 5.7 In the event Covad exercises such option, Covad will establish, at its own expense, a dedicated trunk group to the Verizon Information Service serving switch. This trunk group will be utilized to allow Covad to route information services traffic originated on its network to Verizon.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to Covad, or from Covad 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. The pre-ordering function includes providing Covad nondiscriminatory access to the same detailed information about the loop that is available to Verizon and its affiliates.
- 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 Covad Usage Information to Covad 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 Covad.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services, including all information set forth in the definition "Pre-ordering and ordering" in 47 CFR 51.5, to the extent that the rule remains Applicable Law. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Covad Customer accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services; and, (b) any Covad Usage Information (as defined in Section 8.1.6 below) accessed by, or

disclosed or provided to, Covad.

- 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 Covad Usage Information: For a Verizon Retail Telecommunications Service purchased by Covad 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 Covad 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 Telecommunications Service to a Verizon end-user retail Customer.
- 8.1.7 Customer Information: CPNI of a Customer, as defined by Applicable Law, 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 Covad, Verizon shall provide to Covad, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Covad. Any changes will be conducted in accordance with the Verizon region-wide Change Management process. The Change Management process will, at a minimum, set forth detailed procedures for introduction of any changes to Verizon's Operations Support Systems and will provide for commercially reasonable notice to Covad of said changes.

8.3 Covad Usage Information.

- 8.3.1 Upon request by Covad, Verizon shall provide to Covad, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Covad Usage Information.
- 8.3.2 Covad Usage Information will be available to Covad through the following:

- 8.3.2.1 Daily Usage File on Data Tape.
- 8.3.2.2 Daily Usage File through Network Data Mover (NDM).
- 8.3.2.3 [Intentionally Left Blank]
- 8.3.2.4 Covad Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 8.3.2.5 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 above will be issued each day, Monday through Friday, except holidays observed by Verizon.

8.3.3 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Covad Usage Information will be provided to Covad 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 Covad only to the extent necessary for Covad's access to and use of Verizon OSS Services pursuant to the Agreement.
- 8.4.2 Covad may access and use Verizon OSS Facilities only for those purposes for which Verizon is required by Applicable Law to provide such OSS Facilities to Covad.
- 8.4.3 Covad shall restrict access to and use of Verizon OSS Facilities to Covad. This Section 8 does not grant to Covad any right or license to grant sublicenses to other persons, or permission to other persons (except Covad's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.
- 8.4.4 Covad 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 Covad's use under this Section 8.
- 8.4.5 Covad 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); provided that Covad is given advance written notification (including notification given to the industry, via publicly accessible means, such as letters posted on Verizon's website) of all applicable practices and procedures and any changes to said practices and procedures.
- 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 Covad only in connection with Covad's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Covad as

Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by Covad to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

8.4.7 Covad's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Covad's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Covad's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 of this Attachment.

8.5 Verizon OSS Information.

8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to Covad 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, and subject to Applicable Law, Covad 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) Covad Usage Information, (b) CPNI of Covad, and (c) CPNI of a Verizon Customer or a Covad Customer, to the extent the Customer has authorized Covad to use the CPNI, or has authorized Covad to become the Customer's Telecommunications Service Provider.

8.5.2.2 Covad may access and use Verizon OSS Information only for those purposes for which Verizon is required by Applicable Law to provide such OSS Information to Covad.

8.5.2.3 Covad shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.

8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to Covad any right or license to grant sublicenses to other persons, or permission to other persons (except Covad'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 Covad's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Covad'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 Covad'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 Covad'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 Covad to provide Telecommunications Services to Covad 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 Covad shall be destroyed or returned by Covad 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), Covad'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 Covad to ascertain whether Covad is complying with the requirements of Applicable Law and this Agreement with regard to Covad's access to, and use and disclosure of, Verizon OSS Information. Such audits shall not occur more frequently than once per 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 revealed violations of Applicable Law and/or this Agreement. Audits shall be pursued in a manner that minimizes disruption to Covad.

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 Covad's access to and use of Verizon OSS Information which is made available by Verizon to Covad pursuant to this Agreement, to ascertain whether Covad is complying with the requirements of Applicable Law and this Agreement, with regard to Covad'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 Covad's access to and use of Verizon OSS Information which is made available by Verizon to Covad 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 Covad 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 Covad 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 Covad, or Covad's employees, agents or contractors materially breach, at any time, any of the provisions of Sections 8.4 or 8.5 above, and such material breach continues for more than ten (10) days after receiving written notice thereof from Verizon, then Verizon shall have the right, upon one (1) day's notice to Covad, 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 Covad's license shall not be deemed to be the exclusive remedy for any such breach by Covad, or Covad's employees, agents or contractors, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

Covad, at Covad'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, but no more than quarterly, Covad shall submit to Verizon reasonable, good faith nonbinding estimates by state of the volume of each Verizon Retail Telecommunications Service for which Covad anticipates submitting orders. In the event that Covad becomes aware of spikes in demand above its forecast as provided to Verizon, Covad will notify Verizon and submit an update within two business days.

8.8.2 Verizon will use commercially reasonable efforts to ensure that its OSS Systems are designed to accommodate current and reasonably projected demand for Verizon's OSS Services.

8.8.3 Covad 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.

8.8.4 Covad 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 Covad Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to Covad 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 Covad Customer in the manner required by Applicable Law. Covad shall have the right (but not the obligation) to audit Verizon to ascertain whether Verizon is complying with the requirements of Applicable Law and this Agreement with regard to Verizon's access to, and use and disclosure of, information related to Covad's customers provided to Verizon by Covad. Such audits shall not occur more frequently than once per 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 revealed violations of Applicable Law and/or this Agreement. Audits shall be pursued in a manner that minimizes disruption to Verizon.

8.9.2 Upon request by Verizon, Covad shall negotiate in good faith to provide Verizon access to Covad'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 Covad Customers (as authorized by the applicable Covad 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 Covad prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Covad. 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, subject to the change management process referred in, and implemented pursuant to the terms of, Section 8.2.2.

8.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon, and as approved as necessary by the Commission.

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 Covad through Verizon Pre-OSS Services.

8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the most recent due date as reflected on the Local Service Confirmation (LSC). (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).

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

9.1 Verizon shall afford Covad 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.

9.2 Covad shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Covad. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Covad's applicable Tariffs, or, in the absence of an applicable Covad Tariff, Covad'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. The terms, conditions and prices offered to Verizon by Covad for such access shall be no less favorable than the terms, conditions and prices offered to Covad by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

10. Telephone Numbers

10.1 This Section applies in connection with Covad Customers served by Telecommunications Services provided by Verizon to Covad for resale or a Local Switching Network Element provided by Verizon to Covad.

10.2 Covad'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.

- 10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Verizon or Covad 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 Covad, from Covad to Verizon, or from Covad 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 Covad 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 Covad under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a Covad 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, Covad, or Telecommunications Carriers other than Verizon and Covad.
- 10.6 Covad may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

RESALE ATTACHMENT

1. General

Verizon shall provide its Telecommunications Services for resale by Covad, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, including to the extent applicable 47 C.F.R. §§ 51.603, 51.613; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to Covad only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Covad to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by Covad under this Resale Attachment only for the purpose of resale by Covad consistent with Applicable Law. Verizon Telecommunications Services to be purchased by Covad for other purposes (including, but not limited to, Covad's own use) must be purchased by Covad pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.
- 2.2 All restrictions imposed by Verizon (herein or elsewhere) on Covad's resale of Verizon Telecommunications Services shall be consistent with Applicable Law. Covad shall not resell:
- 2.2.2 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);
 - 2.2.1 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;
 - 2.2.4 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or
 - 2.2.5 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
 - 2.2.6 In addition to any other actions taken by Covad to comply with this Section, Covad shall take those actions required by Applicable Law to determine the eligibility of Covad Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Covad shall indemnify Verizon from any Claims resulting from Covad's failure to take such actions required by Applicable Law.
 - 2.2.7 Verizon may perform audits to confirm Covad's conformity to the provisions of this Section. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

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

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to Covad for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of Covad.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Covad for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Covad.

4. Responsibility for Charges

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

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Covad Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. Upon the request of Verizon,

Covad shall, at Covad's expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by Covad or Covad Customers for use with Verizon Telecommunications Services.

5.2 Branding.

5.2.1 Except as stated in Section 5.2.2, in providing Verizon Telecommunications Services to Covad, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Covad to use Verizon's Marks.

5.2.2 To the extent required by Applicable Law, upon request by Covad and at prices, terms and conditions to be negotiated by Covad and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by the trade name, trademark, or service mark of Covad, its affiliates or business partners, or that are not identified by trade name, trademark or service mark.

5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, Covad will be responsible for entering into a direct contractual arrangement with the third-party contractor at Covad's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by Covad for resale with Covad's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Verizon Operator Services or Verizon Directory Assistance Services purchased by Covad for resale.

5.3 Discontinuance of Resold Services by End User.

Verizon shall provide Covad with notice of a Covad end user's change in local telecommunications service provider by providing electronic access to Verizon's line loss report. The line loss report is an electronic file made available to CLECs and resellers listing those lines serving their end user customers that have moved to another telecommunications service provider.

6. **Rates and Charges**

6.1 The rates and charges for Verizon Telecommunication Services purchased by Covad for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General

- 1.1 Verizon shall provide to Covad, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs, but only to the extent that such Tariffs are not inconsistent with this Principle Document) 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 Covad only to the extent required by Applicable Law and may decline to provide UNEs or Combination to Covad to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination 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 (even if they do not have telecommunications services currently transmitted over them or are not currently being utilized by Verizon, except to the extent that Verizon is permitted under Applicable Law to reserve unused UNEs or Combinations for its own use); and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.
- 1.3 Covad 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 Covad.
- 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 to Covad a UNE or Combination not offered under this Agreement to 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 not be obligated to provide to Covad, and Covad shall not request from Verizon, access to a proprietary advanced intelligent network service, unless the Parties otherwise agree.
- 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 Covad, 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 Covad. If Verizon terminates its provision of a UNE or a Combination to Covad pursuant to this Section 1.5 and Covad elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Covad to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Covad; and, (b) Covad shall pay all applicable charges for such Services, including, but not limited to, any applicable transition 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 Covad on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, Covad 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 Covad's Collocation node by means of a Cross Connection.
- 1.8 If as the result of Covad Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Covad Customer premises, Covad 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 Covad 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 [Intentionally Left Blank]

- 2.11 Operations Support Systems, as set forth in Section 12; and
- 2.12 Other UNEs in accordance with Section 13.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow Covad 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 Covad access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below in 3.1 through 3.9:

- 3.1 "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/IDSL 2B1Q line code. 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. Covad connecting equipment should conform to the limits for SMC1 in T1-417-2001, as revised from time to time.
- 3.2 "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, or alternatively, connecting equipment should conform to the limits for SMC5 or SMC9 in T1-417-2001, as revised from time to time.
- 3.3 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. 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 or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001, as revised from time to time. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. Covad may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.
- 3.4 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of a channel with 4 wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001. 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. The 4-Wire HDSL compatible loop is available in former Bell Atlantic service areas. Covad may order a GTE 4-Wire Designed Digital Loop to provide similar capability in the former GTE service area.

- 3.5 "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 some cases loop extension equipment may be necessary to bring the line loss within acceptable levels Verizon will provide loop extension equipment upon request. A separate charge will apply for such equipment.
- 3.6 "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 Covad-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via IDLC or UDLC. Verizon will not build new copper facilities.
- 3.7 "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 or alternately, connecting equipment should conform to the limits for SMC2, in T1-417-2001. 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.
- 3.8 "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. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. 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.
- 3.9 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Covad 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:
- 3.9.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
 - 3.9.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
 - 3.9.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.9.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

- 3.9.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
 - 3.9.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
 - 3.9.7 a 2W SDSL Loop with an option to remove bridged tap; and
 - 3.9.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
 - 3.9.9 a 2W Digital Designed Metallic Loop, non-conforming, 18k ft. to 30k ft. (conditioning is not offered under this DDL option).
- 3.10 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Covad requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
- 3.10.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.10.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.10.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.10.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").
- 3.11 Covad and Verizon will follow Applicable Law governing spectrum management and provisioning of xDSL services.
- If Covad wishes to order a loop type or technology that has not yet been developed, a BFR should be submitted.
- 3.12 Verizon shall make Digital Designed Loops and Conditioned Loops available to Covad at the rates as set forth in the Pricing Attachment. The Parties agree that nothing herein constitutes a waiver of either Party's position, in a generic proceeding, including a network element cost proceeding, arbitration or other proceeding conducted before the Commission or a Commission-designated arbitrator, regarding prices to be charged for either loop conditioning or the Digital Designed Loop or Conditioned Loop products.
- 3.13 The following ordering procedures shall apply to the xDSL, Digital Designed Loops, and Conditioned Loops:
- 3.13.1 Covad shall place orders for, xDSL Compatible Loops, Digital Designed Loops, and Conditioned 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.

- 3.13.2 In the former Bell Atlantic Service Areas, Verizon has conducted, and continues to update, a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey are stored in a mechanized database and made available to Covad as the process is completed in each Central Office. Covad must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. If Verizon expands the mechanized survey to cover additional services, for either itself, an Affiliate, or any third party, then Verizon will make any such enhancements to the survey available to Covad. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.
- 3.13.3 Verizon shall provide access to loop qualification information in accordance with, but only to the extent required by, Applicable Law, including 47 C.F.R. § 51.5 and 47 C.F.R. § 51.319(g). To the extent that Verizon's mechanized loop qualification database does not do so, Verizon shall provide Covad with nondiscriminatory access to the same manually accessed detailed information about the loop that is available to Verizon, or its Affiliate, in accordance with, but only to the extent required by, Applicable Law, including 47 CFR § 51.5 and 47 CFR § 51.319(g).
- 3.13.4 Covad may submit an order for a loop notwithstanding having received notice from Verizon during the pre-qualification process that the loop is "loop not qualified – T1 in the binder group" or in the same binder group as a "known disturber" as defined under FCC rules. Upon receipt of a valid LSR for such loop, Verizon will process the order in accordance with standard procedures. If Verizon needs to use manual procedures to process this LSR, it will do so at no charge to Covad. If necessary and as available, Verizon will perform a line & station transfer (LST) (as described below) subject to applicable charges. Upon the request of Covad, Verizon will provide Digital Designed Loop products for the loop in accordance with the Pricing Attachment or other forms of loop conditioning to be agreed upon by the Parties, subject to applicable charges.
- 3.13.5 In the former Bell Atlantic Service Areas only, if the Loop is not listed in the mechanized database described in Section 3.13.2, Covad must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, or IDSL Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. Verizon will complete a manual loop qualification request within the same intervals that Verizon completes manual loop qualifications for itself or a Verizon affiliate. In general, Verizon will complete the manual loop qualification within three (3) business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.

- 3.13.6 If a query to the mechanized loop qualification database (or, in the former Bell Atlantic Service Area, 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), Covad may request an Engineering Query, as described in Section 3.13.9, to determine whether the result is due to characteristics of the loop itself (e.g. specific number and location of bridge taps, the specific number of load coils, or the gauge of the cable).
- 3.13.7 If Covad submits a service order for an ADSL, HDSL, SDSL, or IDSL Loop that has not been prequalified, Verizon will query the service order back to Covad for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. Verizon will accept service orders for BRI ISDN Loops without regard to whether they have been prequalified. The Parties agree that Covad may contest the prequalification finding for an order or set of orders. At Covad's option, and where available facilities exist, Verizon will provision any such contested order or set of orders as Digital Designed Loops, pending negotiations between the Parties and ultimately Covad's decision to seek resolution of the dispute from either the Commission or the FCC.
- 3.13.8 If Covad submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN 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 Covad with a "Nonqualified" indicator and with the information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap) or digital added main lines (DAMLs). Upon request by Covad Verizon shall credit Covad for any charges associated with processing a service order or provisioning a line share or stand alone xDSL loop in the cases where Verizon's prequalification process incorrectly indicated that the loop ordered by Covad met the appropriate technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. No credit shall apply if a line and station transfer (LST) is available but not used.
- 3.13.9 Where Covad 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 Covad is already aware of the conditioning required (e.g., where Covad has previously requested a qualification and has obtained loop characteristics), Covad may submit a service order for a Digital Designed Loop or Conditioned Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.13.9 upon receipt of Covad's valid, accurate and pre-qualified service order for a Digital Designed Loop or Conditioned Loops.
- 3.13.10 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Covad, the shortest of

the following interval applies for conditioning and/or extending loops: (1) the interval that Verizon provides to itself, or third parties or (2) the Commission-adopted interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

- 3.13.11 If Covad requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Covad cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Covad shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Covad cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Covad shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.
- 3.13.12 If Covad orders a loop that is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.13.13 In the former Bell Atlantic Service Areas only, Covad may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon technician and a Covad technician jointly verify that an xDSL Compatible Loop or Digital Designed Loop is properly installed and operational prior to Verizon's completion of the order. Covad may request, at its option, Cooperative Testing by entering a toll-free (e.g. 800) number in the Remarks field of the LSR of an xDSL Compatible or Digital Designed Loop Service Order, and the Verizon technician will call the toll-free number to perform the Cooperative Test. When both the Verizon and Covad technicians agree that the Loop test shows that the Loop is operational, the Covad technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. Charges for Cooperative Testing are as set forth in the Pricing Attachment.
- 3.13.14 Verizon shall provide Covad access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Covad 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 Covad. If, however, no spare physical Loop is

available, Verizon shall within three (3) Business Days of Covad's request notify Covad of the lack of available facilities. Covad may then at its discretion make a Network Element Bona Fide Request pursuant to Section 13.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Covad may also make a Network Element Bona Fide Request pursuant to Section 13.3 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 3.13.

- 3.14 The provisioning interval for all loops not requiring conditioning shall be the shortest of the following: (a) the interval Verizon provides to itself or an affiliate; or (b) the Commission-ordered interval.
- 3.15 Verizon shall not install a maintenance test unit or similar device at the customer NID or premises on any working xDSL or line shared loop being leased by Covad, without the written permission of Covad.
- 3.16 In the event that the Parties dispute the source or cause of a trouble on a line shared loop, Covad may request, and Verizon will agree to, a joint technician meeting at the main distribution frame ("MDF") serving that loop to perform testing. This joint meeting will occur within 24 hours of the request being made to the appropriate Verizon service center. The testing will follow routine procedures for clearing and isolating troubles and will employ hand held testing devices selected, provided, and operated by Covad. Such testing will involve gaining intrusive access to the line shared loop to be tested (at one or more appearances on the MDF or other distributing frames in the central office upon which the line shared loop appears) and connecting the hand held testing devices thereto. Within 15 minutes of the meeting time agreed between the parties, Covad shall have permission to begin testing on the MDF.

In order for the Parties to have a good faith dispute about the cause or source of a trouble on a line shared loop, the Parties need only disagree about the cause or source of a trouble on a loop to be tested. Nevertheless, to the extent that either Party has facilities in place to conduct any other form of testing of the loop, it must present whatever findings it has from that testing to the other Party at the time of the meeting or within 24 hours thereof.

- 3.17 Migration of XDSL: Migration between carriers of an end user being provided with xDSL service over *line shared* or stand alone loops shall be consistent with such terms, conditions and guidelines as are agreed upon for such migrations through Verizon's Change Control process or in the ongoing DSL Collaboratives in the State of New York, NY PSC case 00-C-0127, allowing for local jurisdictional and OSS differences.

4. Line Sharing

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide COVAD line sharing in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PA PUC Tariff No. 216, as amended from time to time, that relate to or concern line sharing ("Line Sharing"). Verizon shall provide Covad with access to Line Sharing in accordance with, but only to the extent required by, Applicable Law

5. Line Splitting

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall provide Covad with access to line splitting in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PA PUC Tariff No. 216, as amended from time to time, that relate to or concern line splitting ("Line Splitting"). Verizon shall provide Covad with access to Line Splitting in accordance with, but only to the extent required by, Applicable Law.

6. Sub-Loop (Unbundled Sub-Loop Arrangement (USLA))

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide Covad with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PA PUC Tariff No. 216, as amended from time to time, that relate to or concern Sub-Loop Distribution Facilities, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide Covad with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

6.2 Sub-Loop – Feeder (UFSE).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide Covad with access to a Sub-Loop Feeder Facility in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PA PUC Tariff No. 216, as amended from time to time, that relate to or concern Sub-Loop Feeder Facilities, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide Covad with access to a Sub-Loop Feeder Facility in accordance with, but only to the extent required by, Applicable Law.

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Covad 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 – House and Riser

[This section intentionally left blank].

8. Dark Fiber

8.1 Subject to the conditions set forth in Section 1 and upon request, Verizon shall provide Covad with access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and to the extent consistent with this Principal Document, rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF will be provided by Verizon, where existing facilities are available at the requested availability date. Access to Dark

Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

- 8.1.1 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 at a Customer premise, 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 render it capable of carrying Telecommunications Services.
 - 8.1.2 A "Dark Fiber Sub Loop" 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 electronics that "light" it and render it capable of carrying Telecommunications Services.
 - 8.1.3 A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a Covad Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.
- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF:
- 8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to Covad's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to Covad'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 Covad's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop 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 Covad's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote

terminal equipment enclosure that can be cross-connected to Covad'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 Covad's collocation arrangement or adjacent structure. A Covad 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 Covad demarcation point at a Customer premise shall be established at a location that is no more than 30 (unless the Parties agree otherwise in writing or as required by Applicable Law) feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Covad demarcation point by installing a fiber jumper no greater than 30 feet in length.

- 8.2.2 Covad may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF, and Covad may not access a Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point. Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF are not available to Covad unless such Dark Fiber Loops, Dark Fiber Sub-loops or Dark Fiber IOF already terminate on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points to accommodate Covad's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Covad.
- 8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon Accessible Terminal to a Covad collocation arrangement or (2) from a Verizon Accessible Terminal to Covad's demarcation point at a Customer's premise or Covad Central Office.
- 8.2.5 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Covad's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) business days from receipt of Covad's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-loop 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 interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Sub-loops or Dark Fiber IOF.
- 8.2.7 Covad shall order Dark Fiber IOF, Dark Fiber Loops and Dark Fiber Sub Loops UNEs by sending to Verizon a separate ASR for each A to Z

route.

- 8.2.8 Field Survey: In the former Bell Atlantic jurisdictions, if the dark fiber inquiry response indicates that fiber is available, Covad may request that Verizon perform a field survey to ensure that such fiber pairs are available (i.e., not defective and have not been used by field personnel for prior emergency restoration activity) and to perform transmission loss test(s). The test results will be documented and provided to Covad. Covad will be charged Verizon's standard time and materials rates for the field survey.
- 8.2.9 Access to Dark Fiber Loops, Dark Fiber Sub-loops 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.
- 8.2.10 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to Covad in the condition that it is available in Verizon's network at the time that Covad submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Covad's use.
- 8.2.11 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to Covad as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.12 Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to Covad as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.13 Covad shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 8.2.14 Covad may not resell to third parties unlit Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement.
- 8.2.15 In order to preserve the efficiency of its network, Verizon will limit Covad to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
- 8.2.15.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Covad upon a showing of need to the Commission and twelve (12) months' advance written notice to Covad; and
- 8.2.15.2 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Covad upon a Commission finding that Covad underutilized fiber within any twelve (12) month period;

8.2.15.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Covad order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Covad, or impair Verizon's ability to meet a legal obligation.

8.2.16 Covad may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

8.2.17 Covad shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of Covad, based upon Covad's service requirements, any testing by Covad, and potentially upon information about the facilities that may be provided by Verizon pursuant to a field survey that Covad may request; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop 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) Covad's collocation arrangements with any proper optical cross connects or other equipment that Covad needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. Covad hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that Covad places an order for the applicable dark fiber, and that it shall maintain the same going forward.

8.2.18 Covad is responsible for trouble isolation before reporting trouble to Verizon. In the event that Verizon must perform emergency cable restoration to its facilities, reasonable efforts will be made to restore Covad's leased Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in the same manner as *other fibers in the same cable sheath* using Verizon's standard restoration procedures. Verizon shall use the same methods, procedures, and practices to maintain Covad's fibers as it does for its own fibers. If an entire ribbon degrades and Verizon would, in the ordinary course of business, repair the fiber, then Verizon will repair all of the strands in the ribbon, regardless of whether the fibers are being used by Covad or by Verizon. A dark fiber cable consists of multiple ribbons, which each contain individual fibers.

Covad 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 Covad.

8.2.19 Acceptance Testing: In the former Bell Atlantic jurisdictions, after a dark fiber circuit is provisioned, Covad may request testing of the dark fiber circuit to determine actual transmission characteristics. Covad will be charged Verizon's standard time and materials rates for the testing. If Covad subsequently determines that the dark fiber circuit provided by

Verizon is not suitable, it must submit a request to disconnect the dark fiber circuit.

9. Network Interface Device

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad Verizon shall permit Covad to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's NID at the rates, terms and conditions set forth in Verizon's PA PUC Tariff No. 216, as amended from time to time. Verizon shall provide Covad with access to NIDs in accordance with, but only to the extent required by, Applicable Law.

10. Unbundled Switching Elements

10.1 Verizon will offer unbundled packet switching to the extent required by Applicable Law.

11. Unbundled Interoffice Facilities

Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Covad's request, Verizon shall provide Covad with interoffice facilities (IOF) unbundled from other Network Elements at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Covad also purchases from Verizon unbundled packet switching or unbundled Local Switching capability (if rates, terms and conditions for Local Switching are available to Covad either via tariff or in this Principal Document). Verizon shall provide Covad with such IOF in accordance with, but only to the extent required by, Applicable Law.

11.1 Verizon shall provide unbundled IOF with geographically-diverse routing and protection switching, where those functionalities are available.

12. Operations Support Systems

Subject to the conditions set forth in the Additional Services Attachment, and consistent with Applicable Law, Verizon shall provide Covad 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 Covad through such electronic interfaces.

13. Availability of Other UNEs on an Unbundled Basis

13.1 Any request by Covad 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 13.3, below. Covad shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

13.2 Notwithstanding anything to the contrary in this Section 13, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 13 except as required by Applicable Law.

13.3 Network Element Bona Fide Request (BFR).

- 13.3.1 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.
- 13.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 13.3.3 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.
- 13.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 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.
- 13.3.8 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.
- 13.3.9 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.

14. Maintenance of UNEs

If (a) Covad reports to Verizon a Customer trouble, (b) Covad 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, and not as the result of Verizon's actions, then Covad 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 Covad is not available at the appointed time, so long as Verizon did not cause the Customer contact to be unavailable. Covad accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Covad instructions, and not as the result of Verizon's actions, 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 Covad by Verizon. However, if Verizon assesses any charges on Covad under this Section and the same trouble recurs and the cause in both instances is determined to be Verizon's facilities then Covad may seek refund of all charges applicable to that trouble that were erroneously levied, and Verizon shall refund all such charges. If as the result of Covad instructions, and not as the result of Verizon's action, 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 Covad by Verizon. Verizon agrees to respond to Covad trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers, its affiliates or third party Telecommunications Carrier.

15. 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.

16. Combinations

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide 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 Covad, Verizon shall provide such Combination in accordance with the terms, conditions and prices for such Combination as provided in Verizon's PA PUC Tariff No. 216, as amended from time to time.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Covad, 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 Covad'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 Covad only to the extent required by Applicable Law and may decline to provide Collocation to Covad to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to Covad in accordance with the rates, terms and conditions set forth in Verizon's effective Collocation tariff, titled P.U.C. No. 218 – "Network Interconnection Services". Section 2.

2 Covad's Provision of Collocation

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

911 ATTACHMENT

1. 911/E-911 Arrangements

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

2. Electronic Interface

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

3. 911 Interconnection

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

4. 911 Facilities

Covad shall be responsible for providing facilities from the Covad End Office to the 911 Tandem or selective router. Covad 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 Covad. Therefore, for those ported telephone numbers using INP, Covad 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, Covad 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. Covad will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

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

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

8. 911 Rules and Regulations

Covad 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 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.
- 2.1 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to Covad Pursuant to the Resale Attachment

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

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

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Covad for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covad for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 0.2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covad for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of

the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Covad pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 Covad shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Covad.

2.3.2 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.

3. Covad Prices

Notwithstanding any other provision of this Agreement, the Charges that Covad bills Verizon for Covad's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Covad has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Covad's cost to provide such Covad Services to Verizon exceeds the Charges for Verizon's comparable Services. This provision covers only those services provided by Covad to Verizon under this Agreement.

4. 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 and COVAD

A. INTERCONNECTION¹

<u>Service or Element Description</u> ² :	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination³		
Traffic Delivered at Verizon End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$.002814/MOU	Not Applicable

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 Covad 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 Covad 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 See the last page regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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

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

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

Per intrastate [Verizon PA PUC. – PA – No. 302 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 Covad 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 ELEMENTS⁴

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Dedicated Transport⁵		
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	\$305.88/Month & \$14.48/Mile/Month	
OC-3	\$894.47/Month & \$44.08/Mile/Month	
OC-12	\$2,001.03/Month & \$68.31/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 Network Elements Attachment.

⁵ 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.

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

2 Wire Voice Grade Channel Termination	\$14.04/Month	<u>All:</u> \$1.06/Service Order plus installation charges for each initial and additional facility purchased at the time of order: \$503.05/Initial & \$292.96/Additional \$504.74/Initial & \$293.52/Additional \$554.67/Initial & \$554.67/Additional \$676.43/Initial & \$335.87/Additional \$554.67/Initial & \$554.67/Additional \$676.43/Initial & \$335.87/Additional \$676.43/Initial & \$335.87/Additional \$676.43/Initial & \$335.87/Additional
4 Wire Voice Grade Channel Termination	\$28.78/Month	
DS-1 to Voice Grade Multiplexing	\$73.28/Month	
DS-1 Channel Termination	\$155.68/Month	
DS-3 to DS-1 Multiplexing	\$242.57/Month	
DS-3 Channel Termination	\$975.90/Month	
STS-1	\$783.63/Month	
OC-3	\$551.36/Month	
OC-12	\$1,652.90/Month	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
V. Unbundled Switching⁶		
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 \$.16/Month	
Centrex Intercom		
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

⁶ 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)	\$.06543	Not Applicable
Line Side Answer Supervision	\$.00592	Not Applicable
Call Type Blocking	\$.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	\$.000795/MOU	Not Applicable
c. Local Switching Usage		

Service or Element Description:

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

Recurring Charges:

\$.001802/MOU
\$.001615/MOU
\$87.81
\$214.57

Non-Recurring Charge:

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 Loops

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

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:

Recurring Charges:

Non-Recurring Charge:

Customer Specified Signaling - 2 Wire

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
Coordinated cutover, per order, no premises visit \$3.28

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
Coordinated cutover, per order, no premises visit \$3.28
Coordinated cutover per order, premises visit \$12.25
CSS design per order \$41.42

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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
Coordinated cutover, per order, no premises visit \$3.28
Coordinated cutover per order, premises visit \$12.25
CSS design per order \$41.42

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 cutover, per order, no premises visit \$3.28
Coordinated cutover per order, premises visit \$12.25
CSS design per order \$41.42

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Coordinated Loop Cutover ⁷

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

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

Cooperative Testing, per loop-\$31.60

Engineering query, \$123.24

Engineering Work Order, \$553.76

Manual Pre-Qualification, per loop \$94.99

⁷ Coordinated Cutover not available with ADSL, HDSL, SDSL, IDSL Loops or Digital Design Loops

Service or Element Description:

4 Wire HDSL Loops

Recurring Charges:

Density Cell:

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

Mechanized pre-qualification, per loop
\$.48

Wideband Test Access,
per line shared loop
(optional for CLECs)
\$1.62

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-\$31.60

Engineering query,
\$123.24

Engineering Work
Order, \$553.76

Coordinated cutover,
per order, no premises
visit \$3.28

Coordinated cutover
per order, premises visit
\$12.25

CSS design per order
\$41.42

Manual Pre-
Qualification, per loop
\$94.99

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Digital Four-Wire (56 KD) Loops

Density Cell:
1 - \$14.14/Month
2 - \$17.81/Month
3 - \$21.92/Month
4 - \$29.02/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 cutover, per order, no premises visit \$3.28
Coordinated cutover per order, premises visit \$12.25
CSS design per order \$41.42

Standard Digital Loop

All:
\$.47/ Mechanized Loop Qualification per Loop Provisioned

All:
\$94.99/ 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

\$192.56
Removal of one Bridged Tap per Request

\$468.44
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$123.24
Engineering Query

\$553.76
Engineering Work Order Charge

Service or Element Description:

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

Recurring Charges:

See rates for 2 Wire ADSL Loops as set forth above

Non-Recurring Charge:

\$192.56
Removal of one Bridged Tap per Request
\$468.44
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$122.34
Engineering Query

\$553.76
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

\$880.92
Required Removal of Load Coils (up to 21,000 feet)

\$1,171.62
Required removal of Load Coils (up to 27,000 feet)

\$192.56
Removal of one Bridged Tap per Request

\$468.44
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$123.24
Engineering Query

\$553.76
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

\$880.92
Required Removal of Load Coils (up to 21,000 feet)

\$1,171.62
Required Removal of Load Coils (up to 27,000 feet)

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

		\$192.56 Removal of one Bridged Tap per Request
		\$468.44 Removal of Multiple Bridged Taps per Loop per Request
		\$968.77 xDSL Qualification & Conditioning: Add Electronics (Repeater) Addition of Range Electronics
		\$123.24 Engineering Query
		\$553.76 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	
		\$192.56 Removal of one Bridged Tap per Request
		\$468.44 Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$123.24 Engineering Query
		\$553.76 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

\$468.44
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
\$123.24
Engineering Query

\$553.76
Engineering Work Order Charge

2 Wire SDSL compatible Loops with Bridged Tap removal

See rates for 2 Wire SDSL Loops as set forth above

\$192.56
Removal of one Bridged Tap per Request

\$468.44
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
\$123.24
Engineering Query

\$553.76
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

\$192.56
Removal of one Bridged Tap per Request

\$468.44
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Line Station Transfer
Cooperative Testing
VII. Intrastate Collocation

\$123.24
Engineering Query

\$553.76
Engineering Work Order
Charge
\$140.52
\$31.60

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

VIII. Line Sharing Rate Element	\$ Amount	Mo.	NRC	*Option A ⁸	*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 per VG - per 100	\$5.22 for virtual \$5.15 for physical	X		(2) SAC ⁹ s	(2) SACs	(2) SACs

*Both Option A and Option C assume there is an existing Collocation Arrangement.
(1) = one required
(2) = two required

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

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

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

Rate Element	\$ Amount	Mo.	NRC	Option A	Option C VERIZON installs/ CLEC vendor installs
**Splitter Option A	\$0.00	X		(1)	
**Splitter Option C		X			(1) (1)
Splitter Equipment	\$12.83				
Support	\$3.40	X		(1)	(1) (1)
WideBand Test	\$	X		(1)	(1) (1)
Access per line - Optional	1.58				

**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	\$0.00					
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. Line Splitting

Rates for Line Splitting are as set forth in Verizon's PA PUC No. 216 Tariff, Section 3B, as amended from time to time.

X. EEL

DS0 Connection Charge	
2 Wire Analog Loop	\$0.07
2 Wire Digital Loop	\$0.08
4 Wire Analog Loop	\$0.14
DS1 Connection Charge	\$0.74
DS3 Connection Charge	\$91.44
Digital Four Wire DS0 Loop Connection Charge	\$0.16

XI. UNE Platform Conversion

Initial	\$0.00
Additional	\$0.00

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
XII. DARK FIBER		
Records Review		\$116.16
Dark Fiber – IOF		
Verizon C.O. to Verizon C.O		
Service Order		\$55.22
Serving Wire Center ("SWC") Charge/SWC/Pair	\$5.33	\$42.59
IOF Mileage/Pair/ mile	\$51.77	
IOF Mileage Installation Charge/Pair		\$204.94
Expedited Handling		\$94.34
Verizon C.O. to CLEC C.O.		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$5.33	\$42.59
Channel Termination Charge/CLEC C.O.	\$53.69	\$353.23
Dark Fiber – LOOP		
Loop Charge/Pair		
Rate Group A1	\$34.70	\$566.97
Rate Group A2	\$64.06	\$566.97
Rate Group B1	\$93.79	\$566.97
Rate Group B2	\$119.26	\$566.97
Expedited Handling		\$317.43
Serving Wire Center (SWC) Charge/SWC/Pair	\$5.33	\$55.22
		\$38.53
Dark Fiber Subloop	TBD	TBD
XIII. UNBUNDLED SUBLOOP ARRANGEMENT (USLA)		
USLA - 2 Wire - Distribution		
	<u>Density Cell</u>	<u>New:</u>
	1-\$2.08	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
		Initial \$158.78
		Additional \$73.34
XIV. Unbundled Feeder Sub-Loop (UFSE)		
UFSE - DS0 per subloop, all density cells	<u>\$29.25</u>	
UFSE - DS1	<u>Density Cell</u>	<u>Service Order:</u>
	1-\$71.92	<u>\$9.59</u>
	2-\$83.61	Initial \$157.72
	3-\$84.53	Additional \$83.46
	4-\$130.24	

Service or Element Description:

Recurring
Charges:

Non-Recurring
Charge:

UFSE - DS3

\$797.69
\$12.63

Service Order:
\$23.63
Installation \$215.42

XVI. Unbundled Drop Sub-Element (UDSE)
2 Wire

\$5.38

Installation
Initial \$128.55
Additional \$57.88
Loop Through
Initial \$222.23
Additional \$129.76

4 Wire

\$10.86

Convert to Distribution
Subloop:
Installation - Initial
\$128.55
Additional \$57.78
Installation
Initial \$158.78
Additional \$73.34
Loop Through
Initial \$252.35
Additional \$154.28

Convert to Distribution
Subloop:
Installation - Initial
\$158.78
Additional \$73.74

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
XIV. 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 Covad'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. Covad Network Query	\$.0006/Query	Not Applicable
c. Covad 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. Covad 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. Covad 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
XV. Network Interface Device (NID)		
2-wire NID	\$.64/Month	Not Applicable
4-wire NID	\$.64/Month	Not Applicable
DS1 NID	\$3.28	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 Order Charge		\$1.06
Service Call Dispatch		\$25.56
Each 15 minutes (period or part)		\$12.25

C. RESALE¹⁰

I. Wholesale Discount for Resale of Retail Telecommunications Services¹¹

Resale of retail services if Covad provides own operator services platform	25.69%
Resale of retail services if Covad uses Verizon operator services platform	23.43%
Resale of Residential Verizon Retail Telecommunications	Discount as per Verizon Tariff PA. P.U.C.-No. 1, § 1, ¶ 8.1, (D) [in Density Cells 3 & 4], between January 1, 2000 and the later of (a) October 1, 2000 or (b) the date upon which the FCC approves an application of Verizon's Section 271 (d) (1) under the Act

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

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

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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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	\$0.000261/Message	Not Applicable
b.2. Delivery of DUF		
Data Tape	\$17.34/Tape	\$62.13/Programming Hour
Network Data Mover	\$0.000095/Message	Not Applicable
CMDS	\$0.000095/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	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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 Covad per separate arrangement

RECIPROCAL COMPENSATION TRAFFIC TERMINATION RATES

A. Charges by Verizon

- (a) Traffic delivered to Verizon Tandem: Tandem Rate.
- (b) Traffic delivered directly to terminating Verizon End Office: End Office Rate.

B. Charges by Covad

1. Single-tiered interconnection structure:

Covad's rates for the termination of Verizon's Reciprocal Compensation Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Tandem Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by Covad to the Verizon Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Reciprocal Compensation Traffic delivered by Covad directly to the terminating Verizon End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by Covad to Verizon for most recent billed quarter.

Covad Charge at the Covad-IP =

$$\frac{(\textit{Tandem Minutes} \times \textit{Tandem Rate}) + (\textit{End Office Minutes} \times \textit{End Office Rate})}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the Covad charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of Reciprocal Compensation Traffic termination trunks to Verizon End Offices and to Verizon Tandems.

2. Multiple-tiered interconnection structure (if offered by Covad to any carrier)

- (a) Reciprocal Compensation Traffic delivered to Covad Tandem: Tandem Rate
- (b) Reciprocal Compensation Traffic delivered to terminating Covad End Office/node: End Office Rate

C. Miscellaneous Notes

1. The Covad termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for Interconnection to the Covad-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to Covad under the two-tiered Reciprocal Compensation Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single Covad termination rate is also intended to provide financial incentives to Covad to deliver traffic directly to Verizon's terminating End Offices once Covad's traffic volumes reach an appropriate threshold.

AGREEMENT

Effective as of September 30, 2002

by and between

**DIECA COMMUNICATION INC.
d/b/a COVAD COMMUNICATIONS COMPANY**

and

**VERIZON NORTH INC.
FOR THE COMMONWEALTH OF
PENNSYLVANIA**

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AGREEMENT

PREFACE

This Agreement ("Agreement") is effective as of September 30, 2002 (the "Effective Date"), between DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), a corporation organized under the laws of the Commonwealth of Virginia with offices at 3200 Corporate Drive, Herndon, VA 95051 and Verizon North Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Pennsylvania with offices at 1717 Arch Street, Philadelphia, PA 19103. Verizon and Covad may each sometimes be referred to as "Party" or "other Party," and jointly as "the Parties," in this Agreement.

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and Covad 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. The Parties do not incorporate Tariff terms in the Agreement that would override either sections 1-50 of the General Terms and Conditions or the Glossary of the Principal Document.
- 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. Except as expressly provided in this Principal Document, such addition, modification, or withdrawal of a Tariff shall not amend, waive, or modify the terms of the Principal Document. 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 September 30, 2005 (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 Covad 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 Covad or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Covad 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 Covad and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Covad 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 Covad 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 Statement of Generally Available Terms (SGAT).
- 2.5 If either Covad or Verizon provides notice of termination pursuant to this Section or Section 12, Covad and Verizon agree to take commercially reasonable steps to transition services so as to attempt to minimize the impact on end users; provided, however, that the foregoing shall not, in any case, affect: (a) Verizon's termination rights under Section 12; or (b) Verizon's right to receive (and Covad's obligation to make) payments for services provided by Verizon (whether under this Agreement or otherwise); provided further that, notwithstanding any other provision in this Agreement, Verizon does not agree to provide services hereunder to any person or entities other than Covad.
- 2.6 Nothing in this Agreement is intended to prevent Covad from selecting other terms than those set forth in the Agreement to the extent permitted by Section 252(i) of the Act and Applicable Law.

3. Glossary and Attachments

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

Additional Services Attachment

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 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 government 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. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, 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, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
- 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, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall be provided for a transition period of up to forty-five (45) days, 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, Covad 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 Covad (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon (where establishing credit with any Verizon Operating Telephone Company shall be considered as establishing 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 Covad by Verizon (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Covad has complied with the notice and other provisions of Section 9.3), 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 Covad 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 Covad in respect of any amounts to be paid by

Covad 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, Covad 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 Covad has provided Verizon with such assurance of payment; provided, however, that Verizon shall give Covad a minimum of ten (10) calendar 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 Covad 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 containing 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 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 Covad represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 Covad Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Covad has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Pennsylvania. Covad shall not place any orders under this Agreement until it has obtained such authorization. Upon the request of Verizon, Covad shall provide proof of such authorization within thirty (30) days.

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. Such statements shall be in electronic form, and contain information consistent with industry standards in Billing Output Specification, Bill Data Tape (BOS BDT) format.
- 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, in readable electronic form, is received by the billed Party. Payments shall be transmitted by electronic funds transfer. The billing Party shall provide any appropriate bill credits to the billed party within 60 days of incurring the obligation to provide such credits.
- 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. If the billing Party determines that the disputed amounts are not owed to it, it must provide to the billed Party information identifying the bill and Bill Account Number (BAN) to which an appropriate credit will be applied.
- 9.4 If the billing Party fails to receive payment for outstanding charges by the Due Date, it is entitled to assess a late payment charge to the billed Party. The late payment charge shall be in an amount specified by the billing Party which shall

not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.
- 9.6 If Verizon bills Covad for previously unbilled services or products that were provided more than 90 days before the current bill date, Covad may, for the charges related to those specific services or products (and only those services or products), take an extra 30 days to pay without incurring a late payment charge. Covad must invoke this right by notifying Verizon in writing within 15 days after receipt of the bill.

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);
 - 10.1.4 Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
 - 10.1.6 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 10.1.5 or 10.1.6.

- 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 been previously shown prior to developing 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 Covad

- 13.1 If Covad 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, Covad shall send written notice of such discontinuance to Verizon, the Commission, and each of Covad's Customers. Covad 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, Covad shall send such notice at least thirty (30) days prior to its discontinuance of service.

- 13.2 Such notice must advise each Covad Customer that unless action is taken by the Covad Customer to switch to a different carrier prior to Covad's proposed discontinuance of service, the Covad Customer will be without the service provided by Covad to the Covad Customer.
- 13.3 Should a Covad Customer subsequently become a Verizon Customer, Covad shall provide Verizon with all information necessary for Verizon to establish service for the Covad 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 Covad 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 which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party, subject to 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 and shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations that are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event, specifically including the other Party's obligation to pay rates for the services or network elements that the non-performing Party is unable to provide) until the delay, restriction or interference has ceased; provided however, that the non-performing Party so affected shall use commercially reasonable efforts to remove or mitigate such causes of nonperformance and both Parties shall proceed to perform whenever such causes 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 nondiscrimination 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 request by Verizon, Covad shall provide to Verizon non-binding forecasts regarding the Services that Covad expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that Covad 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 the other Party's Customers or other third parties. The Parties shall cooperate with one another to investigate, minimize, and take corrective action in cases of fraud.

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

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

20.2 Indemnification Process:

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

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

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

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 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, except for a claim within the indemnification obligation of Section 20.1, 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 Covad 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, Covad 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 \$1,000,000 combined single limit for each occurrence.

21.1.2 Motor Vehicle Liability Insurance, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit for each occurrence.

21.1.3 Excess Liability Insurance, 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 \$1,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of Covad'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 Covad.
- 21.3 Covad shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 Covad 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 Texas 75038.
- 21.5 Covad 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 Covad or Covad's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and Covad shall reimburse Verizon for the cost of the insurance.
- 21.7 Certificates furnished by Covad or Covad's contractors shall contain a clause stating: "Verizon North Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

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 Covad 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 Covad, directly or through a third party, of any such terms, conditions or restrictions that may limit any Covad use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Covad'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 Covad 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. Covad shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement.

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support

interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 25.5.1 Under Sections 20, Indemnification or 41, Taxes;
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for damages arising out of or resulting from (1) a Party's willful or intentional misconduct; or (2) a Party's intentional failure to perform a manifest duty in reckless disregard of the consequences for the other Party's property or the lives of its employees, agents and designees;
 - 25.5.5 of either Party to pay penalties related to and arising out of failure to adhere to the Performance Standards referenced in Section 31;

- 25.5.6 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
- 25.5.7 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
- 25.5.8 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 director, officer or employee of a Party or a Party's Affiliate shall be construed as implying that any such Affiliate, director, officer, or employee is subject to any duties, liabilities, or obligations under this Agreement.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Covad 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, subject to Section 17, to minimize fraud associated with the services provided under 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 its 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 Covad:

Attention: Brad Sonnenberg
Senior Vice President & General Counsel
Covad Communications Company
3420 Central Expressway
Santa Clara, CA 95051

Telephone Number: (408) 616-6613
Facsimile Number: (408) 616-6604
Internet Address: bsonnenb@covad.com

with a copy to:

Valerie Evans
Covad Team Lead for Verizon
Covad Communications Company
600 14th Street, NW, Suite 750
Washington, DC 20005
Telephone Number: (202) 220-0416
Facsimile Number: (202) 220-0401
Internet Address: vevans@covad.com

To Verizon:

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

with a copy to:

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

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

Covad 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 Covad to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Covad 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). The charges for such non-electronic processes shall be treated as if the means used were electronic, unless Covad specifically requests such non-electronic processes.

31. Performance Standards

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

32. Point of Contact for Covad Customers

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

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 33.1.1 any prior interconnection or resale agreement between the Parties for the Commonwealth of 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.

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 Covad from truthfully representing orally to its customers upon their inquiry that Verizon is the underlying carrier for any particular part of its service.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

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

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 *Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.*
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement and 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, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

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

procedure set forth above, the providing Party will credit the purchasing Party for 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 Covad:
Covad - Finance Department
3420 Central Expressway
Santa Clara, CA 95051

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, 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 Covad's ability to provide service using certain technologies, provided that Verizon may disconnect existing Covad customers who are served on all copper loops, only if doing so would not be a violation of Applicable Law. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. Covad 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. Verizon shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Covad with 150 calendar days prior written notice, if possible, but not less than 90 calendar days prior written notice, of such termination, which shall be effective upon the date specified in the notice.

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 Covad wishes to exercise any rights it may have under Section 252(i), Covad shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, in accordance with Section 252(i), the Parties shall amend this Agreement in writing to appropriately reflect the Interconnection, services, and Network Elements, that Covad has elected to adopt pursuant to Section 252(i).

46.3 If Covad wishes to exercise any rights it may have under the Merger Order MFN Provisions, Covad shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, in accordance with the Merger Order MFN Provisions, the Parties shall amend this Agreement in writing to appropriately reflect the interconnection arrangements or unbundled Network Elements, that Covad has elected to adopt pursuant to the Merger Order MFN Provisions.

46.4 To the extent that the exercise by Covad of any rights it may have under Section 252(i) or the Merger Order MFN Provisions requires the rearrangement of Services by Verizon, Covad shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

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

48. Waiver

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

The Parties agree that Covad may seek in the future to negotiate and potentially arbitrate (pursuant to 47 U.S.C. §§ 251 and 252) rates, terms, and conditions regarding unbundled switching and interconnection of their networks for the purpose of exchanging voice traffic. Such negotiated and/or arbitrated interconnection and switching provisions would

be added to this Principal Document as an amendment.

49. Warranties

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

50. Withdrawal of Services

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to Covad terminate any provision of this Agreement that provides for the payment by Verizon to Covad of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to Covad. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to Covad related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to Covad related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

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

DIECA Communication
d/b/a Covad Communications Company

Verizon North Inc.

By: _____

By: _____

Printed: Brad Sonnenberg_____

Printed: Jeffrey A. Masoner

Title: Senior Vice President and General Counsel__

Title: Vice President Interconnection
Services Policy and Planning

GLOSSARY

1. General Rule

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

2. Definitions

- 2.1 **Accessible Terminal**
Shall have the meaning as set forth in Applicable Law.
- 2.2 **Act.**
The Communications Act of 1934 (47 U.S.C. §151 et. Seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.
- 2.3 **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 to the Customer and up to 1mbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.
- 2.4 **Affiliate.**
Shall have the meaning set forth in the Act.
- 2.5 **Agent.**

An agent or servant.

2.6 Agreement.

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

2.7 Automated Message Accounting (AMA).

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

2.8 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

2.9 ANI (Automatic Number Identification).

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

2.10 Answer Supervision.

An off-hook supervisory signal.

2.11 Applicable Law.

All effective federal and state laws, government regulations and orders (including orders related to merger commitments), applicable to each Party's performance of its obligations under this agreement.

2.12 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.

2.13 Intentionally left blank

2.14 Basic Local Exchange Service.

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

2.15 BFR (Bona Fide Request)

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

2.16 Business Day.

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

2.17 Calendar Quarter.

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

2.18 Calendar Year.

January through December.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 CLEC (Competitive Local Exchange Carrier).

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

2.24 CLLI Codes.

Common Language Location Identifier Codes.

2.25 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.

2.26 Commission.

Pennsylvania Public Utility Commission.

2.27 Conversation Time.

The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.28 (CPN) Calling Party Number.

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

2.29 CPNI (Customer Proprietary Network Information).

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

2.30 Cross Connection.

A jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the housing Party

2.31 Customer.

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

2.32 [Intentionally left blank]

2.33 Digital Signal Level.

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

2.34 Digital Signal Level 0 (DS0).

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

2.35 Digital Signal Level 1 (DS1).

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

2.36 Digital Signal Level 1 (DS3).

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

2.37 Effective Date.

Shall have the meaning set forth in the Preface of this Agreement.

2.38 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.

2.39 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.

2.40 Entrance Facility.

The facility between one Party's designated premises and the Central Office serving that designated premises.

2.41 Exchange Access.

Shall have the meaning set forth in the Act.

2.42 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.

2.43 FCC.

The Federal Communications Commission.

2.44 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).

2.45 FCC Regulations.

The regulations duly and lawfully promulgated by the FCC that are currently effective.

2.46 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).

- 2.47 IDLC (Integrated Digital Loop Carrier).
- A subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.
- 2.48 ILEC (Incumbent Local Exchange Carrier).
- Shall have the meaning stated in the Act.
- 2.49 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.
- 2.50 Internet Traffic.
- Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 2.51 InterLATA Service.
- Shall have the meaning set forth in the Act.
- 2.52 IntraLATA.
- Telecommunications services that originate and terminate at a point within the same LATA.
- 2.53 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.
- 2.54 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).
- 2.55 ISDN User Part (ISUP).
- A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.56 IXC (Interexchange Carrier).
- A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

- 2.57 LATA (Local Access and Transport Area).
Shall have the meaning set forth in the Act.
- 2.58 LEC (Local Exchange Carrier).
Shall have the meaning set forth in the Act.
- 2.59 LERG (Local Exchange Routing Guide).
The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.
- 2.60 LIDB (Line Information Data Base).
One or all, as the context may require, of the Line Information databases owned individually by Verizon and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 2.61 Line Side.
An End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.
- 2.62 Loop.
A transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Verizon End Office that serves the Customer, 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.
- 2.63 LSR (Local Service Request).
The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.
- 2.64 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.
- 2.65 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's. 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/101XXXX) basis, are not considered Measured Internet Traffic.

2.66 MECAB (Multiple Exchange Carrier Access Billing).

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

2.67 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 [BellCore] Telcordia Technologies as Special Report SR-ST-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.68 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.

2.69 NANP (North American Numbering Plan).

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

2.70 Network Element.

Shall have the meaning stated in the Act.

2.71 NID (Network Interface Device).

Any means of interconnection of end-user customer premises wiring to Verizon's distribution plant, such as a cross connect device used for that purpose. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

2.72 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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

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

2.74 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).

2.75 POI (Point of Interconnection).

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

2.76 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.

2.77 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.

2.78 Providing Party.

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

2.79 Purchasing Party.

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

2.80 Rate Center Area or Exchange Area.

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

2.81 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.82 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.83 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.

2.84 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 as 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 Local Scope Calling 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.

2.85 Retail Prices.

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

2.86 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NAP-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telecordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.87 SCP (Service Control Point).

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.88 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement. In agreeing to this definition, Covad does not waive any of its rights to lease and use Verizon's Network Elements on an unbundled basis consistent with Applicable Law.

2.89 (SONET) Synchronous Optical Network.

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

2.90 SP (Signaling Point).

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

2.91 SSP (Service Switching Point).

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

2.92 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 Covad currently utilize this out-of-band signaling protocol.

2.93 STP (Signal Transfer Point).

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

2.94 Sub Loop

A Network Element as defined by FCC Regulations, and the Orders of the FCC.

2.95 Subsidiary.

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

2.96 Switched Access Detail Usage Date.

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

2.97 Switched Access Summary Usage Date.

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

2.98 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.

2.99 Tandem Switches.

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 point of presence, and to provide Switched Exchange Access Services.

2.100 Tariff.

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

2.100.2 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.

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.

2.101 Telcordia Technologies.

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

2.102 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.103 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.104 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.105 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.

2.106 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.

2.107 Toxic or Hazardous Substance.

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

resources.

2.108 Traffic Factor 1.

For traffic exchange via Interconnection trunk is, 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. $(\{Interstate\ Traffic\ Total\ Minutes\ of\ Use\ \{excluding\ Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use\} \div \{Interstate\ Traffic\ Total\ Minutes\ of\ Use\ +\ Intrastate\ Traffic\ Total\ Minutes\ of\ Use\} \times 100)$. 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."

2.109 Traffic Factor 2.

For Traffic exchange 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. $(\{\{Reciprocal\ Compensation\ Traffic\ Total\ Minutes\ of\ Use\ +\ Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use\} \div Intrastate\ Traffic\ Total\ Minutes\ of\ Use\} \times 100)$. 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."

2.110 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.

2.111 UDLC (Universal Digital Loop Carrier).

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

2.112 UNE (Unbundled Network Element)

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

2.113 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.

2.114 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.

2.115 Wire Center.

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

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

2. Dialing Parity – Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity 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.
- 3.2 Covad 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 Covad. Such services will be provided in accordance with the terms set forth herein.

4.1 Listing Information.

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

Covad 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 Covad Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. Covad shall also provide to Verizon on a daily basis, (a) information showing Covad Customers who have disconnected or terminated their service with Covad; and (b) delivery information for each non-listed or non-published Covad Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to Covad, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

Verizon shall include each Covad Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Covad Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Covad's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Covad shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for Covad's Customers.

4.4 Verizon Information.

Upon request by Covad, Verizon shall make available to Covad 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 Covad, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

4.5 Confidentiality of Listing Information.

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

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Covad Customer listings. At Covad's request, Verizon shall provide Covad with a report of all Covad Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Covad with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

Covad shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Covad warrants to Verizon that Covad has the right to provide such Listing Information to Verizon on behalf of its Customers. Covad shall make commercially 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. Covad 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 Covad hereunder.

4.8 Liability.

Verizon's liability to Covad in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Covad for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. Covad 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 Covad'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 Covad 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. Covad's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Covad is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Covad's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Covad's critical contact information for Covad's installation, repair and Customer service, as provided by Covad, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Covad 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.

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

5. Information Services Traffic

- 5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic

also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation charges.

- 5.2 If a Covad Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by Covad, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless Covad has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers, Covad shall pay to Verizon without discount the Voice Information Services provider charges. Covad shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.3 Covad shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event Covad exercises such option, Covad 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 Covad to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless Covad has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers, Covad shall pay to Verizon *without discount the Voice Information Services provider charges*. Covad shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.4 [Intentionally left blank]
- 5.5 For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from Covad Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, Covad shall either (a) pay to Verizon without discount the Voice Information Services provider charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers.
- 5.6 Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.
- 5.7 In the event Covad exercises such option, Covad will establish, at its own expense, a dedicated trunk group to the Verizon Information Service serving switch. This trunk group will be utilized to allow Covad to route information services traffic originated on its network to Verizon.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to Covad, or from Covad 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. The pre-ordering function includes providing Covad nondiscriminatory access to the same detailed information about the loop that is available to Verizon and its affiliates.
- 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 Covad Usage Information to Covad 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 Covad.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services, including all information set forth in the definition "Pre-ordering and ordering" in 47 CFR 51.5, to the extent that the rule remains Applicable Law. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Covad Customer accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services; and, (b) any Covad Usage Information (as defined in Section 8.1.6 below) accessed by, or

disclosed or provided to, Covad.

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 Covad Usage Information: For a Verizon Retail Telecommunications Service purchased by Covad 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 Covad 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 Telecommunications Service to a Verizon end-user retail Customer.

8.1.7 Customer Information: CPNI of a Customer, as defined by Applicable Law, 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 Covad, Verizon shall provide to Covad, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Covad. Any changes will be conducted in accordance with the Verizon region-wide Change Management process. The Change Management process will, at a minimum, set forth detailed procedures for introduction of any changes to Verizon's Operations Support Systems and will provide for commercially reasonable notice to Covad of said changes.

8.3 Covad Usage Information.

8.3.1 Upon request by Covad, Verizon shall provide to Covad, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Covad Usage Information.

8.3.2 Covad Usage Information will be available to Covad through the following:

- 8.3.2.1 Daily Usage File on Data Tape.
- 8.3.2.2 Daily Usage File through Network Data Mover (NDM).
- 8.3.2.3 [Intentionally Left Blank]
- 8.3.2.4 Covad Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 8.3.2.5 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 above will be issued each day, Monday through Friday, except holidays observed by Verizon.

8.3.3 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Covad Usage Information will be provided to Covad 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 Covad only to the extent necessary for Covad's access to and use of Verizon OSS Services pursuant to the Agreement.

8.4.2 Covad may access and use Verizon OSS Facilities only for those purposes for which Verizon is required by Applicable Law to provide such OSS Facilities to Covad.

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

8.4.4 Covad 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 Covad's use under this Section 8.

8.4.5 Covad 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); provided that Covad is given advance written notification (including notification given to the industry, via publicly accessible means, such as letters posted on Verizon's website) of all applicable practices and procedures and any changes to said practices and procedures.

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 Covad only in connection with Covad's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Covad as

Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by Covad to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

8.4.7 Covad's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Covad's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Covad's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 of this Attachment.

8.5 Verizon OSS Information.

8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to Covad 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, and subject to Applicable Law, Covad 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) Covad Usage Information, (b) CPNI of Covad, and (c) CPNI of a Verizon Customer or a Covad Customer, to the extent the Customer has authorized Covad to use the CPNI, or has authorized Covad to become the Customer's Telecommunications Service Provider.

8.5.2.2 Covad may access and use Verizon OSS Information only for those purposes for which Verizon is required by Applicable Law to provide such OSS Information to Covad.

8.5.2.3 Covad shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.

8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to Covad any right or license to grant sublicenses to other persons, or permission to other persons (except Covad'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 Covad's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Covad'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 Covad'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 Covad'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 Covad to provide Telecommunications Services to Covad 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 Covad shall be destroyed or returned by Covad 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), Covad'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 Covad to ascertain whether Covad is complying with the requirements of Applicable Law and this Agreement with regard to Covad's access to, and use and disclosure of, Verizon OSS Information. Such audits shall not occur more frequently than once per 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 revealed violations of Applicable Law and/or this Agreement. Audits shall be pursued in a manner that minimizes disruption to Covad.

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 Covad's access to and use of Verizon OSS Information which is made available by Verizon to Covad pursuant to this Agreement, to ascertain whether Covad is complying with the requirements of Applicable Law and this Agreement, with regard to Covad'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 Covad's access to and use of Verizon OSS Information which is made available by Verizon to Covad 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 Covad 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 Covad 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 Covad, or Covad's employees, agents or contractors materially breach, at any time, any of the provisions of Sections 8.4 or 8.5 above, and such material breach continues for more than ten (10) days after receiving written notice thereof from Verizon, then Verizon shall have the right, upon one (1) day's notice to Covad, 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 Covad's license shall not be deemed to be the exclusive remedy for any such breach by Covad, or Covad's employees, agents or contractors, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

Covad, at Covad'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, but no more than quarterly, Covad shall submit to Verizon reasonable, good faith nonbinding estimates by state of the volume of each Verizon Retail Telecommunications Service for which Covad anticipates submitting orders. In the event that Covad becomes aware of spikes in demand above its forecast as provided to Verizon, Covad will notify Verizon and submit an update within two business days.

8.8.2 Verizon will use commercially reasonable efforts to ensure that its OSS Systems are designed to accommodate current and reasonably projected demand for Verizon's OSS Services.

8.8.3 Covad 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.

8.8.4 Covad 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 Covad Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to Covad 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 Covad Customer in the manner required by Applicable Law. Covad shall have the right (but not the obligation) to audit Verizon to ascertain whether Verizon is complying with the requirements of Applicable Law and this Agreement with regard to Verizon's access to, and use and disclosure of, information related to Covad's customers provided to Verizon by Covad. Such audits shall not occur more frequently than once per 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 revealed violations of Applicable Law and/or this Agreement. Audits shall be pursued in a manner that minimizes disruption to Verizon.

8.9.2 Upon request by Verizon, Covad shall negotiate in good faith to provide Verizon access to Covad'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 Covad Customers (as authorized by the applicable Covad 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 Covad prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Covad. 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, subject to the change management process referred in, and implemented pursuant to the terms of, Section 8.2.2.

8.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon, and as approved as necessary by the Commission.

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 Covad through Verizon Pre-OSS Services.

8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the most recent due date as reflected on the Local Service Confirmation (LSC). (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).

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

9.1 Verizon shall afford Covad 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.

9.2 Covad shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Covad. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Covad's applicable Tariffs, or, in the absence of an applicable Covad Tariff, Covad'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. The terms, conditions and prices offered to Verizon by Covad for such access shall be no less favorable than the terms, conditions and prices offered to Covad by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

10. Telephone Numbers

10.1 This Section applies in connection with Covad Customers served by Telecommunications Services provided by Verizon to Covad for resale or a Local Switching Network Element provided by Verizon to Covad.

10.2 Covad'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.

- 10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Verizon or Covad 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 Covad, from Covad to Verizon, or from Covad 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 Covad 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 Covad under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a Covad 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, Covad, or Telecommunications Carriers other than Verizon and Covad.
- 10.6 Covad may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

RESALE ATTACHMENT

1. General

Verizon shall provide its Telecommunications Services for resale by Covad, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, including to the extent applicable 47 C.F.R. §§ 51.603, 51.613; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to Covad only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Covad to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by Covad under this Resale Attachment only for the purpose of resale by Covad consistent with Applicable Law. Verizon Telecommunications Services to be purchased by Covad for other purposes (including, but not limited to, Covad's own use) must be purchased by Covad pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.
- 2.2 All restrictions imposed by Verizon (herein or elsewhere) on Covad's resale of Verizon Telecommunications Services shall be consistent with Applicable Law. Covad shall not resell:
- 2.2.2 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);
 - 2.2.1 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;
 - 2.2.4 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or
 - 2.2.5 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
 - 2.2.6 In addition to any other actions taken by Covad to comply with this Section, Covad shall take those actions required by Applicable Law to determine the eligibility of Covad Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Covad shall indemnify Verizon from any Claims resulting from Covad's failure to take such actions required by Applicable Law.
 - 2.2.7 Verizon may perform audits to confirm Covad's conformity to the provisions of this Section. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

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

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to Covad for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of Covad.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Covad for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Covad.

4. Responsibility for Charges

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

5. Operations Matters

- 5.1 Facilities.
 - 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.
 - 5.1.2 Verizon shall have access at all reasonable times to Covad Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. Upon the request of Verizon,

Covad shall, at Covad's expense, obtain any rights and authorizations necessary for such access.

- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by Covad or Covad Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2, in providing Verizon Telecommunications Services to Covad, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Covad to use Verizon's Marks.

- 5.2.2 To the extent required by Applicable Law, upon request by Covad and at prices, terms and conditions to be negotiated by Covad and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by the trade name, trademark, or service mark of Covad, its affiliates or business partners, or that are not identified by trade name, trademark or service mark.

- 5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, Covad will be responsible for entering into a direct contractual arrangement with the third-party contractor at Covad's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by Covad for resale with Covad's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Verizon Operator Services or Verizon Directory Assistance Services purchased by Covad for resale.

5.3 Discontinuance of Resold Services by End User.

Verizon shall provide Covad with notice of a Covad end user's change in local telecommunications service provider by providing electronic access to Verizon's line loss report. The line loss report is an electronic file made available to CLECs and resellers listing those lines serving their end user customers that have moved to another telecommunications service provider.

6. Rates and Charges

- 6.1 The rates and charges for Verizon Telecommunication Services purchased by Covad for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General

- 1.1 Verizon shall provide to Covad, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs, but only to the extent that such Tariffs are not inconsistent with this Principle Document) 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 Covad only to the extent required by Applicable Law and may decline to provide UNEs or Combination to Covad to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination 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 (even if they do not have telecommunications services currently transmitted over them or are not currently being utilized by Verizon, except to the extent that Verizon is permitted under Applicable Law to reserve unused UNEs or Combinations for its own use); and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.
- 1.3 Covad 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 Covad.
- 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 to Covad a UNE or Combination not offered under this Agreement to 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 not be obligated to provide to Covad, and Covad shall not request from Verizon, access to a proprietary advanced intelligent network service, unless the Parties otherwise agree.
- 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 Covad, 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 Covad. If Verizon terminates its provision of a UNE or a Combination to

Covad pursuant to this Section 1.5 and Covad elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Covad to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Covad; and, (b) Covad shall pay all applicable charges for such Services, including, but not limited to, any applicable transition 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 Covad on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, Covad 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 Covad's Collocation node by means of a Cross Connection.
- 1.8 If as the result of Covad Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Covad Customer premises, Covad 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 Covad 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 [Intentionally Left Blank]
- 2.11 Operations Support Systems, as set forth in Section 12; and
- 2.12 Other UNEs in accordance with Section 13.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow Covad 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 Covad access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below in 3.1 through 3.9:

- 3.1 "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/IDSL 2B1Q line code. 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. Covad connecting equipment should conform to the limits for SMC1 in T1-417-2001, as revised from time to time.
- 3.2 "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, or alternatively, connecting equipment should conform to the limits for SMC5 or SMC9 in T1-417-2001, as revised from time to time.
- 3.3 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. 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 or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001, as revised from time to time. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. Covad may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.
- 3.4 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of a channel with 4 wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001. 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. The 4-Wire HDSL compatible loop is available in former Bell Atlantic service areas. Covad may order a GTE 4-Wire Designed Digital Loop to provide similar capability in the former GTE service area.
- 3.5 "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 some cases loop extension equipment may be necessary to bring the line loss

within acceptable levels Verizon will provide loop extension equipment upon request. A separate charge will apply for such equipment.

- 3.6 "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 Covad-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via IDLC or UDLC. Verizon will not build new copper facilities.
- 3.7 "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 or alternately, connecting equipment should conform to the limits for SMC2, in T1-417-2001. 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.
- 3.8 "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. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. 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.
- 3.9 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Covad 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:
 - 3.9.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
 - 3.9.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
 - 3.9.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.9.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.9.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
 - 3.9.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

- 3.9.7 a 2W SDSL Loop with an option to remove bridged tap; and
 - 3.9.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
 - 3.9.9 a 2W Digital Designed Metallic Loop, non-conforming, 18k ft. to 30k ft. (conditioning is not offered under this DDL option).
- 3.10 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific ***CLEC Acronym TXT*** requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
- 3.10.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.10.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.10.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
- 3.11 3.10.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop")
- 3.11 Covad and Verizon will follow Applicable Law governing spectrum management and provisioning of xDSL services.
- If Covad wishes to order a loop type or technology that has not yet been developed, a BFR should be submitted.
- 3.12 Verizon shall make Digital Designed Loops and Conditioned Loops available to Covad at the rates as set forth in the Pricing Attachment. The Parties agree that nothing herein constitutes a waiver of either Party's position, in a generic proceeding, including a network element cost proceeding, arbitration or other proceeding conducted before the Commission or a Commission-designated arbitrator, regarding prices to be charged for either loop conditioning or the Digital Designed Loop or Conditioned Loop products.
- 3.13 The following ordering procedures shall apply to the xDSL, Digital Designed Loops, and Conditioned Loops:
- 3.13.1 Covad shall place orders for xDSL, Compatible Loops, Digital Designed Loops, and Conditioned 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.
 - 3.13.2 In the former Bell Atlantic Service Areas, Verizon has conducted, and continues to update, a mechanized survey of existing Loop facilities, on a

Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey are stored in a mechanized database and made available to Covad as the process is completed in each Central Office. Covad must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. If Verizon expands the mechanized survey to cover additional services, for either itself, an Affiliate, or any third party, then Verizon will make any such enhancements to the survey available to Covad. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.

- 3.13.3 Verizon shall provide access to loop qualification information in accordance with, but only to the extent required by, Applicable Law, including 47 C.F.R. § 51.5 and 47 C.F.R. § 51.319(g). To the extent that Verizon's mechanized loop qualification database does not do so, Verizon shall provide Covad with nondiscriminatory access to the same manually accessed detailed information about the loop that is available to Verizon, or its Affiliate, in accordance with, but only to the extent required by, Applicable Law, including 47 CFR § 51.5 and 47 CFR § 51.319(g).
- 3.13.4 Covad may submit an order for a loop notwithstanding having received notice from Verizon during the pre-qualification process that the loop is "loop not qualified – T1 in the binder group" or in the same binder group as a "known disturber" as defined under FCC rules. Upon receipt of a valid LSR for such loop, Verizon will process the order in accordance with standard procedures. If Verizon needs to use manual procedures to process this LSR, it will do so at no charge to Covad. If necessary and as available, Verizon will perform a line & station transfer (LST) (as described below) subject to applicable charges. Upon the request of Covad, Verizon will provide Digital Designed Loop products for the loop in accordance with the Pricing Attachment or other forms of loop conditioning to be agreed upon by the Parties, subject to applicable charges.
- 3.13.5 In the former Bell Atlantic Service Areas only, if the Loop is not listed in the mechanized database described in Section 3.13.2, Covad must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, or IDSL Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. Verizon will complete a manual loop qualification request within the same intervals that Verizon completes manual loop qualifications for itself or a Verizon affiliate. In general, Verizon will complete the manual loop qualification within three (3) business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- 3.13.6 If a query to the mechanized loop qualification database (or, in the former Bell Atlantic Service Area, 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), Covad may request an Engineering Query, as described in Section 3.13.9, to determine whether the result is due to characteristics

of the loop itself (e.g. specific number and location of bridge taps, the specific number of load coils, or the gauge of the cable).

- 3.13.7 If Covad submits a service order for an ADSL, HDSL, SDSL, or IDSL Loop that has not been prequalified, Verizon will query the service order back to Covad for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. Verizon will accept service orders for BRI ISDN Loops without regard to whether they have been prequalified. The Parties agree that Covad may contest the prequalification finding for an order or set of orders. At Covad's option, and where available facilities exist, Verizon will provision any such contested order or set of orders as Digital Designed Loops, pending negotiations between the Parties and ultimately Covad's decision to seek resolution of the dispute from either the Commission or the FCC.
- 3.13.8 If Covad submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN 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 Covad with a "Nonqualified" indicator and with the information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap) or digital added main lines (DAMLs). Upon request by Covad Verizon shall credit Covad for any charges associated with processing a service order or provisioning a line share or stand alone xDSL loop in the cases where Verizon's prequalification process incorrectly indicated that the loop ordered by Covad met the appropriate technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. No credit shall apply if a line and station transfer (LST) is available but not used.
- 3.13.9 Where Covad 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 Covad is already aware of the conditioning required (e.g., where Covad has previously requested a qualification and has obtained loop characteristics), Covad may submit a service order for a Digital Designed Loop or Conditioned Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.13.9 upon receipt of Covad's valid, accurate and pre-qualified service order for a Digital Designed Loop or Conditioned Loop.
- 3.13.10 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Covad, the shortest of the following interval applies for conditioning and/or extending loops: (1) the interval that Verizon provides to itself, or third parties or (2) the Commission-adopted interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

- 3.13.11 If Covad requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Covad cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Covad shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Covad cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Covad shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.
- 3.13.12 If Covad orders a loop that is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.13.13 In the former Bell Atlantic Service Areas only, Covad may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon technician and a Covad technician jointly verify that an xDSL Compatible Loop or Digital Designed Loop is properly installed and operational prior to Verizon's completion of the order. Covad may request, at its option, Cooperative Testing by entering a toll-free (e.g. 800) number in the Remarks field of the LSR of an xDSL Compatible or Digital Designed Loop Service Order, and the Verizon technician will call the toll-free number to perform the Cooperative Test. When both the Verizon and Covad technicians agree that the Loop test shows that the Loop is operational, the Covad technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. Charges for Cooperative Testing are as set forth in the Pricing Attachment.
- 3.13.14 Verizon shall provide Covad access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Covad 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 Covad. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of Covad's request notify Covad of the lack of available facilities. Covad may then at its discretion make a Network Element Bona Fide Request pursuant to Section 13.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Covad may also make a Network Element Bona Fide Request pursuant to Section 13.3 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.

- 3.14 The provisioning interval for all loops not requiring conditioning shall be the shortest of the following: (a) the interval Verizon provides to itself or an affiliate; or (b) the Commission-ordered interval.
- 3.15 Verizon shall not install a maintenance test unit or similar device at the customer NID or premises on any working xDSL or line shared loop being leased by Covad, without the written permission of Covad.
- 3.16 In the event that the Parties dispute the source or cause of a trouble on a line shared loop, Covad may request, and Verizon will agree to, a joint technician meeting at the main distribution frame ("MDF") serving that loop to perform testing. This joint meeting will occur within 24 hours of the request being made to the appropriate Verizon service center. The testing will follow routine procedures for clearing and isolating troubles and will employ hand held testing devices selected, provided, and operated by Covad. Such testing will involve gaining intrusive access to the line shared loop to be tested (at one or more appearances on the MDF or other distributing frames in the central office upon which the line shared loop appears) and connecting the hand held testing devices thereto. Within 15 minutes of the meeting time agreed between the parties, Covad shall have permission to begin testing on the MDF.

In order for the Parties to have a good faith dispute about the cause or source of a trouble on a line shared loop, the Parties need only disagree about the cause or source of a trouble on a loop to be tested. Nevertheless, to the extent that either Party has facilities in place to conduct any other form of testing of the loop, it must present whatever findings it has from that testing to the other Party at the time of the meeting or within 24 hours thereof.

- 3.17 Migration of XDSL: Migration between carriers of an end user being provided with xDSL service over line shared or stand alone loops shall be consistent with such terms, conditions and guidelines as are agreed upon for such migrations through Verizon's Change Control process or in the ongoing DSL Collaboratives in the State of New York, NY PSC case 00-C-0127, allowing for local jurisdictional and OSS differences.

4. Line Sharing

- 4.1 "Line Sharing" is an arrangement by which Verizon facilitates Covad's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to Covad, solely for Covad's own use, the frequency range above the voice band on the same copper Loop required by Covad to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.
- 4.2 *Subject to the conditions set forth in Section 1, Verizon shall provide Line Sharing to Covad for Covad'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, in accordance with this Section 4 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Line Sharing to Covad in accordance with, but only to the extent required by Applicable Law. 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 Covad 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 Covad 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 Covad; 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. Covad must utilize the mechanized and manual Loop qualification processes described in the terms applicable to xDSL, Digital Designed Loops, and Conditioned Loops to make this determination.
- 4.4.2 Covad 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 Covad using Verizon's loop prequalification tools, and if a positive response is received and followed by receipt of Covad's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation in accordance with applicable industry-wide performance standards.
- 4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of Covad's valid, accurate request. Verizon

may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and Covad orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops and Conditioned Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.

4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops and Conditioned Loops, as referenced in Section 4.4.5, above. The provisioning interval for the Line Sharing arrangement initially shall be the standard interval of six (6) business days applicable to 2W ADSL Loops. In no event shall the Line Sharing interval applied to Covad be longer than the interval applied to any Affiliate of Verizon.

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

4.5 To the extent required by Applicable Law, Covad 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, Covad 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 Covad 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. Covad's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.

- 4.7 Covad may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. Covad is responsible for providing, through one of the splitter options below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in insulating 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. Covad 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 Covad and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. Covad 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 Covad submits an order for Line Sharing.

Splitter Option A: Splitter in Covad Collocation Area

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

Splitter Option C: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a Covad-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 Covad'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 CLEC Collocation and the splitter. Installation of the splitter will be performed by Verizon, or, at Covad's election, by a Verizon-approved vendor designated by Covad.

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

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

- 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. Covad must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply.
- 4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or Covad'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. Covad must submit the application for Collocation augment, with the application fee, to Verizon. Unless a different interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

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

- 4.8.1 In serving End Offices where Verizon employs a POT Bay for interconnection of Covad Collocation arrangement with Verizon's network, the following options shall be available to Covad:
 - 4.8.1.1 Under Splitter Option A, Covad may conduct its own physical tests of the shared Loop from Covad's collocation area. If it chooses to do so, Covad 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 Covad-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 Covad-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 C, upon request by Covad, either Verizon or, at Covad's election, a Verizon-approved vendor selected by Covad will install a Covad-provided test head to enable Covad to conduct remote physical tests of the shared Loop. This optional Covad-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 Covad-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 Covad-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 Covad-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, will provide these test results to Covad during normal trouble isolation procedures in accordance with reasonable procedures.
 - 4.8.1.4 Under either Splitter Option, upon request by Covad, Verizon will make MLT access available to Covad via RETAS after the service order has been completed. Covad will utilize the circuit number to initiate the test.
 - 4.8.1.5 Where Verizon has deployed Wideband Test equipment (i.e., Verizon –East), under either Splitter Option, upon request by Covad, Verizon shall perform a Wideband Test to diagnose troubles and provide Covad with the test results during the trouble shooting process. Charges for Wideband Testing are as set forth in Appendix A.
- 4.8.2 In those end offices where Verizon has not employed a POT Bay for interconnection of Covad's Collocation arrangement with Verizon's network, Covad will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to Covad through use of the on-line computer interface test system at www.verizon.com/wise.
 - 4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Covad 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 Covad 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 Covad should reasonably have been able to isolate and diagnose through one of the testing options available to Covad above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.
 - 4.8.4 Verizon and Covad 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. Covad will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service

disruption. Verizon and Covad 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 Covad's Advanced Services. Verizon will not repair any CPE provided by Covad. Before a trouble ticket is issued to Verizon, Covad shall validate whether the Customer is experiencing a trouble that arises from Covad'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 Covad's Advanced Services equipment, splitter problems, or Covad's activities, Verizon will:

4.8.6.1 Notify Covad and request that Covad immediately test the trouble on Covad'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 Covad 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 Covad'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 Covad-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Covad's data service.

4.8.6.4 Upon notification from Covad that the malfunction in Covad's advanced service has been cleared, Verizon will restore Covad's service by restoring the splitter on the Customer's Loop.

4.8.6.5 Upon completion of the above steps, Covad 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 Covad's data service.

4.8.6.6 Verizon shall not be liable for damages of any kind for disruptions to Covad's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and Covad shall indemnify Verizon from any Claims that result from such steps, pursuant to Section 20 of the Terms and Conditions in this Agreement.

5. Line Splitting

CLECs 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, CLECs 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), and consistent with the procedures and other rules arising from the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. 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.

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide Covad with access to a Distribution Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide Covad with access to a Distribution Sub-Loop in accordance with, but only to the extent required by, Applicable Law, including to the extent applicable in 47 CFR § 51.319(a)(2).

- 6.1.1 Covad may request that Verizon reactivate (if available) an unused drop and NID, or provide Covad with access to a drop and NID that, at the time of Covad's request, Verizon is using to provide service to the Customer.
- 6.1.2 Covad may obtain access to a Distribution Sub-Loop at an FDI and from a Telecommunications outside plant interconnection cabinet ("TOPIC") or, if Covad is collocated at a remote terminal equipment enclosure and the FDI for such Distribution Sub-Loop is located in such enclosure, from the collocation arrangement of Covad at such terminal. To obtain access to a Distribution Sub-Loop, Covad shall install a TOPIC on an easement or Right of Way obtained by Covad 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 Covad TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to

and maintain the interconnecting cable unless otherwise agreed to by the Parties. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by the CLEC for any electronics in the TOPIC. Covad 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 Covad may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Covad, the following information regarding a Distribution Sub-Loop that serves an identified Customer: the Distribution Sub-Loop's length and gauge, whether the Sub-Loop Distribution Facility has loading and bridged tap, the amount of bridged tap (if any) on the Distribution Sub-Loop Facility and the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Distribution Sub-Loop, Covad must first request that Verizon connect the Verizon FDI, or other technically feasible access point to which the Distribution Sub-Loop is connected to a Covad TOPIC. To make such a request, Covad must submit to Verizon an application (a "Distribution Sub-Loop Interconnection Application") that identifies the FDI at which Covad wishes to access the Distribution Sub-Loop. A Distribution Sub-Loop Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Distribution Sub-Loop Interconnection Application shall also include a five-year forecast of Covad's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Covad must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Distribution Facility Application Fee") with a Distribution Sub-Loop Interconnection Application. Covad must submit Sub-Loop Interconnection Applications to Covad's Account Manager.
- 6.1.5 Within sixty (60) days after it receives a complete Distribution Sub-Loop Interconnection Application for access to a Distribution Sub-Loop and the Distribution Sub-Loop Application Fee for such application, Verizon shall provide to Covad a work order that describes the work that Verizon must perform to provide such access (a "Distribution Sub-Loop Work Order") and a statements of the cost of such work (a "Distribution Sub-Loop Interconnection Cost Statement").
- 6.1.6 Covad shall pay to Verizon fifty percent (50%) of the cost set forth in a Distribution Sub-Loop Interconnection Cost Statement within sixty (60) days of Covad's receipt of such statement and the associated Distribution Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Distribution Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Covad breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Covad with access to a Distribution Sub-Loop, Verizon shall bill Covad, and Covad shall pay to Verizon, the balance of the cost set forth in the Distribution Sub-Loop Interconnection Cost Statement for such access.

- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Covad TOPIC and Covad has paid the full cost of such installation, Covad can request the cross connection of Verizon Sub-Loop Distribution Facilities to the Covad TOPIC. At the same time, Covad shall advise Verizon of the services that Covad plans to provide over the Distribution Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Covad shall run any crosswires within the TOPIC, unless otherwise agreed to by the Parties.
- 6.1.8 If Covad requests that Verizon reactivate an unused drop and NID, then Covad shall provide dial tone if applicable (or its DSL equivalent) on the Covad 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 Distribution Sub-Loop to the Covad dial tone or equivalent from the TOPIC. If Covad requests that Verizon provide Covad with access to a Distribution Sub-Loop that, at the time of Covad's request, Verizon is using to provide service to a Customer, then, after Covad 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 Distribution Sub-Loop using the "loop through" approach. On the due date, Covad shall disconnect Verizon's dial tone, crosswire its dial tone, if applicable, to the Distribution Sub-Loop and, if applicable, submit the Covad's long-term number portability request.
- 6.1.9 Verizon will not provide access to a Distribution Sub-Loop if Verizon is using the loop of which the Distribution Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.1.10 Verizon shall provide Covad with access to a Distribution Sub-Loop in accordance with nondiscriminatory intervals which shall be at parity with intervals that Verizon provides to itself, and any Subsidiary, Affiliate, or third party.
- 6.1.11 Verizon shall repair and maintain a Distribution Sub-Loop at the request of Covad and subject to the time and material rates set forth in the Pricing Attachment, and/or the rates, terms and conditions of Verizon's applicable Tariffs. Covad accepts responsibility for initial trouble isolation for Distribution Sub-Loops, although Verizon shall cooperate to the extent necessary in any testing performed by Covad that is required. Covad shall provide Verizon with appropriate dispatch information based on its test results. If (a) Covad reports to Verizon a Customer trouble, (b) Covad requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Distribution Sub-Loop facilities or equipment in whole or in part, then Covad shall pay Verizon the charge set forth in the Pricing Attachment and/or Verizon's applicable Tariffs for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Covad is not available at the appointed time. If as the result of Covad instructions, and not as result of Verizon's actions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a

charge set forth in the Pricing Attachment and/or Verizon's applicable Tariffs will be assessed per occurrence to Covad by Verizon. If as the result of Covad 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 and/or Verizon's applicable Tariffs will be assessed per occurrence to Covad by Verizon.

6.2 Sub-Loop – Feeder (UFSE).

Subject to the conditions set forth in Section 1 of this Agreement and upon request by Covad, Verizon shall provide Covad 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/or 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. Verizon shall provide Covad with access to a Feeder Sub-Loop in accordance with, but only to the extent required by, Applicable Law, including to the extent applicable 47 CFR §51.319(a)(2).

- 6.2.1 Covad may obtain access to a Feeder Sub-Loop only from a Covad 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 Covad has a collocation arrangement in such RTEE. Upon Covad's request, Verizon will connect a Feeder Sub-Loop to a Covad collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either a Covad 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 Covad has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and Covad that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a Covad collocation arrangement in a Verizon Central Office or to a Covad TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. Covad 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.
- 6.2.2 Covad shall run any crosswires within a Covad physical collocation arrangement and a Covad TOPIC and Covad will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to a Covad collocation arrangement. Covad shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and Covad shall not bill Verizon, and Verizon shall not pay Covad, for providing such power and space.
- 6.2.3 Verizon shall not be obligated to provide to Covad any multiplexing at an RTEE or at a TOPIC. If Covad 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 Covad in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.

6.2.4 Verizon shall provide Covad with access to a Feeder Sub-Loop in accordance with negotiated intervals.

6.2.5 Verizon shall repair and maintain a Feeder Sub-Loop at the request of Covad and subject to the time and material rates set forth in the Pricing Attachment and/or the rates, terms and conditions of Verizon's applicable Tariffs. Covad may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. Covad accepts responsibility for initial trouble isolation for Feeder Sub-Loops, although Verizon shall cooperate to the extent necessary in any testing performed by Covad that is required. Covad shall provide Verizon with appropriate dispatch information based on its test results. If (a) Covad reports to Verizon a trouble, (b) Covad 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 Covad shall pay Verizon the charges set forth in Pricing Attachment and/or Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a Covad contact as designated by Covad is not available at the appointed time. If as the result of Covad instructions, and not as result of Verizon's actions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and/or Verizon's applicable Tariffs will be assessed per occurrence to Covad by Verizon. If as the result of Covad 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/or Verizon's applicable Tariffs will be assessed per occurrence to Covad by Verizon.

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Covad 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. **[This Section intentionally left blank]**

8. **Dark Fiber**

8.1 Subject to the conditions set forth in Section 1 and upon request, Verizon shall provide Covad with access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and to the extent consistent with this Principal Document, rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF will be provided by Verizon, where existing facilities are available at the requested availability date. Access to Dark

Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

- 8.1.1 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 at a Customer premise, 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 render it capable of carrying Telecommunications Services.
 - 8.1.2 A "Dark Fiber Sub Loop" 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 electronics that "light" it and render it capable of carrying Telecommunications Services.
 - 8.1.3 A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a Covad Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.
- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF:
- 8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to Covad's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to Covad'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 Covad's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop 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 Covad's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote

terminal equipment enclosure that can be cross-connected to Covad'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 Covad's collocation arrangement or adjacent structure. A Covad 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 Covad demarcation point at a Customer premise shall be established at a location that is no more than 30 (unless the Parties agree otherwise in writing or as required by Applicable Law) feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Covad demarcation point by installing a fiber jumper no greater than 30 feet in length.

- 8.2.2 Covad may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF, and Covad may not access a Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point. Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF are not available to Covad unless such Dark Fiber Loops, Dark Fiber Sub-loops or Dark Fiber IOF already terminate on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points to accommodate Covad's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Covad.
- 8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon Accessible Terminal to a Covad collocation arrangement or (2) from a Verizon Accessible Terminal to Covad's demarcation point at a Customer's premise or Covad Central Office.
- 8.2.5 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Covad's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-loop or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) business days from receipt of Covad's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-loop 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 interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Sub-loops or Dark Fiber IOF.
- 8.2.7 Covad shall order Dark Fiber IOF, Dark Fiber Loops and Dark Fiber Sub Loops UNEs by sending to Verizon a separate ASR for each A to Z

route.

- 8.2.8 **Field Survey:** In the former Bell Atlantic jurisdictions, if the dark fiber inquiry response indicates that fiber is available, Covad may request that Verizon perform a field survey to ensure that such fiber pairs are available (i.e., not defective and have not been used by field personnel for prior emergency restoration activity) and to perform transmission loss test(s). The test results will be documented and provided to Covad. Covad will be charged Verizon's standard time and materials rates for the field survey.
- 8.2.9 **Access to Dark Fiber Loops, Dark Fiber Sub-loops 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.
- 8.2.10 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to Covad in the condition that it is available in Verizon's network at the time that Covad submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Covad's use.
- 8.2.11 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to Covad as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.12 Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to Covad as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.13 Covad shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 8.2.14 Covad may not resell to third parties unlit Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement.
- 8.2.15 In order to preserve the efficiency of its network, Verizon will limit Covad to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
- 8.2.15.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Covad upon a showing of need to the Commission and twelve (12) months' advance written notice to Covad; and
- 8.2.15.2 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Covad upon a Commission finding that Covad underutilized fiber within any twelve (12) month period;

8.2.15.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Covad order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Covad, or impair Verizon's ability to meet a legal obligation.

8.2.16 Covad may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

8.2.17 Covad shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of Covad, based upon Covad's service requirements, any testing by Covad, and potentially upon information about the facilities that may be provided by Verizon pursuant to a field survey that Covad may request; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop 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) Covad's collocation arrangements with any proper optical cross connects or other equipment that Covad needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. Covad hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that Covad places an order for the applicable dark fiber, and that it shall maintain the same going forward.

8.2.18 Covad is responsible for trouble isolation before reporting trouble to Verizon. In the event that Verizon must perform emergency cable restoration to its facilities, reasonable efforts will be made to restore Covad's leased Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in the same manner as other fibers in the same cable sheath using Verizon's standard restoration procedures. Verizon shall use the same methods, procedures, and practices to maintain Covad's fibers as it does for its own fibers. If an entire ribbon degrades and Verizon would, in the ordinary course of business, repair the fiber, then Verizon will repair all of the strands in the ribbon, regardless of whether the fibers are being used by Covad or by Verizon. A dark fiber cable consists of multiple ribbons, which each contain individual fibers.

Covad 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 Covad.

8.2.19 Acceptance Testing: In the former Bell Atlantic jurisdictions, after a dark fiber circuit is provisioned, Covad may request testing of the dark fiber circuit to determine actual transmission characteristics. Covad will be charged Verizon's standard time and materials rates for the testing. If Covad subsequently determines that the dark fiber circuit provided by

Verizon is not suitable, it must submit a request to disconnect the dark fiber circuit.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 and at Covad's request, Verizon shall permit Covad to connect a Covad Loop to the Inside Wiring of a Customer through the use of a Verizon Network Interface Device (NID) in accordance with Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Covad with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Covad 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 Covad NID deployed by Covad or, if an entrance module is available in the Verizon NID, by connecting a Covad Loop to the Verizon NID. In all cases, Verizon shall perform this 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 Unless otherwise agreed to by the Parties in writing, Covad shall not access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 Unless otherwise agreed to by the Parties in writing, Covad shall not access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 Unless otherwise agreed to by the Parties in writing, Covad shall not remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 Unless otherwise agreed to by the Parties in writing, Covad shall not remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).
- 9.7 When Covad is connecting a Covad-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Covad does not need to submit a request to Verizon and Verizon shall not charge Covad for access to the Verizon NID. In such instances, Covad shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Covad may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

- 9.8.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Covad may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Covad's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Covad may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring 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 Wiring 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 Covad may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Covad, its agent, the building owner or the Customer). If Covad accesses the Customer's Inside Wire as described in this Section 9.8.3 time and materials charges will be billed to the requesting party (i.e. Covad, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

- 10.1 Verizon will offer unbundled packet switching to the extent required by Applicable Law.

11. Unbundled Interoffice Facilities

Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Covad's request, Verizon shall provide Covad with interoffice facilities (IOF) unbundled from other Network Elements at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Covad also purchases from Verizon unbundled packet switching or unbundled Local Switching capability (if rates, terms and conditions for Local Switching are available to Covad either via tariff or in this Principal Document). Verizon shall provide Covad with such IOF in accordance with, but only to the extent required by, Applicable Law.

11.1 Verizon shall provide unbundled IOF with geographically-diverse routing and protection switching, where those functionalities are available.

12. Operations Support Systems

Subject to the conditions set forth in the Additional Services Attachment, and consistent with Applicable Law, Verizon shall provide Covad 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 Covad through such electronic interfaces.

13. Availability of Other UNEs on an Unbundled Basis

- 13.1 Any request by Covad 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 13.3, below. Covad shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.
- 13.2 Notwithstanding anything to the contrary in this Section 13, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 13 except as required by Applicable Law.
- 13.3 Network Element Bona Fide Request (BFR).
- 13.3.1 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.
- 13.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 13.3.3 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.
- 13.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 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.

13.3.8 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.

13.3.9 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.

14. Maintenance of UNEs

If (a) Covad reports to Verizon a Customer trouble, (b) Covad 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, and not as the result of Verizon's actions, then Covad 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 Covad is not available at the appointed time, so long as Verizon did not cause the Customer contact to be unavailable. Covad accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Covad instructions, and not as the result of Verizon's actions, 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 Covad by Verizon. However, if Verizon assesses any charges on Covad under this Section and the same trouble recurs and the cause in both instances is determined to be Verizon's facilities then Covad may seek refund of all charges applicable to that trouble that were erroneously levied, and Verizon shall refund all such charges. If as the result of Covad instructions, and not as the result of Verizon's action, 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 Covad by Verizon. Verizon agrees to respond to Covad trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers, its affiliates or third party Telecommunications Carrier.

15. 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.

16. Combinations

16.1 Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide access to 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 Covad, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, hereinafter the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Covad, 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 Covad'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 Covad only to the extent required by Applicable Law and may decline to provide Collocation to Covad to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to Covad in accordance with the rates, terms and conditions set forth in Verizon's effective Collocation tariff, titled P.U.C. No.9 – "Facilities for Intrastate Access", Section 19.

2 Covad's Provision of Collocation

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

911 ATTACHMENT

1. 911/E-911 Arrangements

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

2. Electronic Interface

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

3. 911 Interconnection

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

4. 911 Facilities

Covad shall be responsible for providing facilities from the Covad End Office to the 911 Tandem or selective router. Covad 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 Covad. Therefore, for those ported telephone numbers using INP, Covad 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, Covad 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. Covad will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

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

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

8. 911 Rules and Regulations

Covad 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 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.
- 2.1 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to Covad Pursuant to the Resale Attachment

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

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

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Covad for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covad for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 0.2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covad for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
- 2.1.5.1 *Short term promotions as defined in 47 CFR § 51.613;*
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of

the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Covad pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges)

2.3 Other Charges.

2.3.1 Covad shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Covad.

2.3.2 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.

3. Covad Prices

Notwithstanding any other provision of this Agreement, the Charges that Covad bills Verizon for Covad's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Covad has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Covad's cost to provide such Covad Services to Verizon exceeds the Charges for Verizon's comparable Services. This provision covers only those services provided by Covad to Verizon under this Agreement.

4. 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 ATTACHMENT¹

Rates and charges for Transport and
Termination of Traffic²

*The Reciprocal Compensation Traffic
Termination rate element that applies to
Reciprocal Compensation Traffic on a
minute of use basis for traffic that is
delivered to an End Office is
\$0.0030000♦.*

*The Reciprocal Compensation Traffic
Termination rate element that applies to
Reciprocal Compensation Traffic on a
minute of use basis for traffic that is
delivered to Tandem Switch is
\$0.0079884♦.*

*The Tandem Transiting Charge is
\$0.0049884♦.*

*Entrance Facility Charge:
See Intrastate Access
Tariff*

¹ Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.2 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

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

Services Available for Resale

The avoided cost discount for all Resale services is 22.80%³.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

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

Ordering and Provisioning

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

Product Specific

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

Custom Handling

Service Order Expedite:

Engineered	\$ 36.65
Non-Engineered	\$ 11.07

Coordinated Conversions:

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

Hot Coordinated Conversion First Hour:

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

³ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Hot Coordinated Conversion per Additional Quarter Hour:

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

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop

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

Sub-Loop

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

Network Interface Device (leased separately)

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

Switching

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

Usage Charges (must purchase Port)	
Local Central Office Switching (Overall Average MOU)	\$ 0.0030000
<i>Common Shared Transport</i>	
Transport Facility (Average MOU/ALM)	\$ 0.0000560
Transport Termination (Average MOU/Term)	\$ 0.0001680
Tandem Switching (Average MOU)	\$ 0.0045000
Terminating to Originating Ratio	1.00
Dedicated Transport Facilities	
CLEC Dedicated Transport	
CDT 2 Wire	\$ 13.55
CDT 4 Wire	\$ 21.70
CDT DS1	\$ 42.03
CDT DS3 Optical Interface	\$ 703.38 ♦
CDT DS3 Electrical Interface	\$ 762.00 ♦
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$.30
IDT DS0 Transport Termination	\$ 10.55
IDT DS1 Transport Facility per ALM	\$ 5.30
IDT DS1 Transport Termination	\$ 51.05
IDT DS3 Transport Facility per ALM	\$ 24.32
IDT DS3 Transport Termination	\$ 65.52
Multiplexing	
DS1 to Voice Multiplexing	\$ 191.11
DS3 to DS1 Multiplexing	\$ 425.00 ♦
DS1 Clear Channel Capability	\$ 23.81
Unbundled Dark Fiber	
Unbundled Dark Fiber Loops/Sub-Loops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop - Feeder	\$ 53.17
Dark Fiber Sub-Loop - Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34

UNE-P Pricing

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

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

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

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

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

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

NRCs.

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

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

EEL Pricing

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

NON-RECURRING CHARGES – LOOP AND PORT

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

CUSTOM HANDLING

Coordinated Conversions:

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

Hot Coordinated Conversions First Hour:

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

Hot Coordinated Conversions per Additional Quarter Hour:

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

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Add'l Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement.				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$29.50	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$29.50	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$99.77	\$41.64	n/a
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	n/a
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$41.64	n/a
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	n/a

LOOP CONDITIONING⁴
(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

UNE PLATFORM

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

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

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

CLÉC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A

⁴ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

CUSTOMIZED ROUTING

BFR

BFR

BFR

BFR

EXPEDITES

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

OTHER*

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

LINE SHARING - CLEC OWNED SPLITTER*

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

Application of NRCs

Preordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rates and Charges for 911

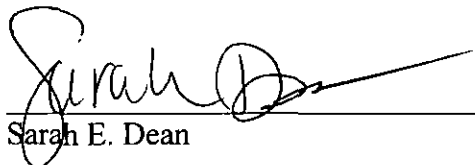
See State 911 Tariff

Collocation Rates

See PA Intrastate Access Tariff, PUC #9

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of Verizon Pennsylvania Inc.'s and Verizon North Inc.'s Response to Covad's Petition for Arbitration were sent via first class, U.S. Mail, postage prepaid on October 7, 2002 to the parties on the attached list.



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