

- 1. REPORT DATE: 00/00/00 :
- 2. BUREAU: OSA :
- 3. SECTION(S) : 4. PUBLIC MEETING DATE:
- 5. APPROVED BY: : 00/00/00
- DIRECTOR: :
- SUPERVISOR: :
- 6. PERSON IN CHARGE: : 7. DATE FILED: 12/18/02
- 8. DOCKET NO: A-310633 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC

RESPONDENT/APPLICANT: LEVEL 3 COMMUNICATIONS LLC

COMP/APP COUNTY:

UTILITY CODE: 310633

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC AND LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 1 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
FOLDER

DOCKETED
DEC 23 2002

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
 2. BUREAU: OSA :
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..... 11/03/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996...

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1. REPORT DATE: 00/00/00 :
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COMP/APP COUNTY:

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JOINT PETITION OF VERIZON PENNSYLVANIA INC AND LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 1 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.... 11/03/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.... 01/14/05 JOINT PETITION OF VERIZON PENNSYLVANIA INC AND LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 3 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT FOLDER

INDEXED
JAN 25 2005

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



1717 Arch Street, 32NW
Philadelphia, PA 19103

December 18, 2002

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

VIA UPS EXPRESS MAIL

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

DOCUMENT
FOUNDER

RE: Joint Petition of
Verizon Pennsylvania Inc. and Level 3 Communications, LLC
for Approval of an Interconnection Agreement
Dkt. No. A-310633F0002-7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 1 to the Interconnection Agreement between Verizon Pennsylvania Inc. and Level 3 Communications, LLC, which Agreement was filed with the Commission on January 26, 2001, with supplementary letter dated February 20, 2001, and approved by the Commission by Order dated April 23, 2001. This Amendment should be attached to and be made part of that 2001 filed Agreement.

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

Very truly yours,

Daniel E. Monagle

DEM/slb
Enclosure

cc: Michael R. Romano, Esquire (via UPS Overnight Delivery)
Attached Service List

RECEIVED

DEC 18 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

63

AMENDMENT NO. 1

A- 310633 F7000

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

LEVEL 3 COMMUNICATIONS, LLC

FOR THE COMMONWEALTH OF PENNSYLVANIA

DOCKETED
DEC 25 2002

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DEC 18 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Amendment No. 1 (this "Amendment") is effective June 20, 2002 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic - Pennsylvania, Inc. ("Verizon"), and Level 3 Communications, LLC ("Level 3"). (Verizon and Level 3 may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for Pennsylvania, which was effective November 1, 2000 (the "Agreement"); and

WHEREAS, Level 3 has not collocated at the Verizon tandem(s) identified in Attachment 1 hereto in order to establish Geographically Relevant Interconnection Points with Verizon (as such points are defined in the Agreement ("GRIPs")) as required by Section 4.2.4.1 of the Agreement;

WHEREAS, the Parties wish to modify the Agreement, effective as of the Amendment Effective Date, to reflect their agreement with respect to Level 3's establishment of a GRIP with respect to the tandem location(s) identified in Attachment 1 hereto;

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

1. Notwithstanding any other provision of the Agreement, Level 3 shall satisfy the requirement to establish a GRIP with respect to the tandem location(s) identified in Attachment 1 hereto by purchasing entrance facilities and transport (including any necessary multiplexing and other necessary services or elements, but

excluding any collocation services or elements) from Verizon under the applicable intrastate access tariff, for the facilities between the Verizon tandem location(s) identified in Attachment 1 to a Level 3 location. The Parties hereby agree and understand that Level 3's establishment of a GRIP in the foregoing manner shall fulfill Level 3's obligations set forth in Section 4.2.4.1 of the Agreement to establish GRIPs only with respect to the tandem location(s) identified in Attachment 1 for the remaining term of the Agreement, and that the Agreement remains unchanged as to the GRIPs requirements applicable at any other location and in all other respects not expressly modified herein. The Parties further agree that, for so long as Level 3 satisfies its GRIPs requirements under the Agreement in the manner described above with respect to the tandem location(s) identified in Attachment 1: (i) the rates, terms, and conditions set forth in Verizon's applicable intrastate access tariff shall continue to apply to the above access facilities that Level 3 purchases from Verizon, and (ii) Level 3 waives any right it may have to convert those access facilities into UNE-rated facilities.

2. References to Tariffs. In the event this Amendment refers to rates, terms and conditions set forth in a Verizon intrastate access tariff for a service or facility, and Verizon's intrastate access tariff does not contain rates, terms and conditions for the service or facility at issue, the applicable rates, terms and conditions set forth in Verizon's interstate access tariff shall apply.

3. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the provisions of the Agreement to the extent necessary to give effect to the provisions of Amendment. In the event of a conflict between a provision of this Amendment and a provision of the Agreement, this Amendment shall govern.

4. Scope of Amendment. Except to the extent set forth in this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date; provided, however, that nothing in this Amendment shall be deemed to amend or extend the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

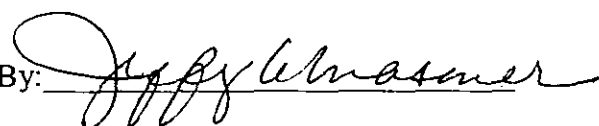
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

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

LEVEL 3 COMMUNICATIONS, LLC

VERIZON PENNSYLVANIA INC.

By: 

By: 

Printed: Kevin Paul

Printed: Jeffrey A. Masoner

Title: Vice President Global
Softswitch Deployment

Title: Vice-President – Interconnection
Services Policy & Planning

**ATTACHMENT 1 TO AMENDMENT NO. 1
PENNSYLVANIA**

LATA	LOCATION	CLLI CODE REFERENCE
230	1119 16 th Street Altoona, PA	ALNAPAAL71T
230	115 E. Scribner Ave. Dubois, PA - 230	DUBSPADU71T
234	416 7 TH Ave. Pittsburgh, PA	PITBPADT71T
234	530 N. Neville St. Pittsburgh, PA	PITBPAOK71T

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Regina L. Martz
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Harrisburg, PA 17120

Bureau of Fixed Utility Services
PA Public Utility Commission
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Office of Special Assistants
PA Public Utility Commission
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

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Gibsonia, PA 15044-9311

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Washington, D.C. 20004

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Russell Blau
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Washington, D.C. 20007-5116

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Joseph Laffey
Commonwealth Telephone 100
CTE Drive
Dallas, PA 18612

* Pennsylvania Telephone Association has requested not to receive hardcopies, so none has been sent

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DEC 18 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: December 23, 2002
SUBJECT: A-310633 F7000
TO: Office of Special Assistants
FROM: James J. McNulty, Secretary

KB

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DEC 23 2002

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND
LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 1
TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF
THE TELECOMMUNICATIONS ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to
the Pennsylvania Bulletin to be published on January 4, 2003.
Comments are due on or before 10 days after the publication
of this notice.

This matter is assigned to your Office for appropriate
action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and Level 3 Communications, LLC for Approval of Amendment No. 1 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310633 F7000.

Verizon Pennsylvania Inc. and Level 3 Communications, LLC, by its counsel, filed on December 18, 2002, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 1 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and Level 3 Communications, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

DOCUMENT DOCKETED
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DEC 23 2002

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

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BUREAU
02 DEC 23 PM 1:59
PA. CODE & BULLETIN

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

KJR



May 6, 2003

1717 Arch Street, 32NW
Philadelphia, PA 19103

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

VIA UPS OVERNIGHT

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

DOCKETED

JUN 16 2003

DOCUMENT FOLDER

RE: Joint Filing of
Verizon Pennsylvania Inc. (f/k/a Bell Atlantic – Pennsylvania, Inc.)
and Level 3 Communications, LLC
for Approval of Amendment No. 1 to an Interconnection Agreement
Dkt. No. A-310633F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered January 27, 2003 approving Amendment No. 1 to the parties' approved Interconnection Agreement, the parties in the above-referenced matter were directed to file a true and correct copy of the amendment. It has come to our attention that no follow-up filing was done at that time. Please be advised that the true and correct copy of Amendment No. 1 is the one filed on December 18, 2002 and approved by Order dated January 27, 2003.

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

Very truly yours,

ORIGINAL

Daniel E. Monagle
Daniel E. Monagle

DEM/slb

cc: Michael R. Romano, Esquire

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MAY 06 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

94

I N T E R
O F F I C E

MEMO

May 14, 2003

Subject: A-310633F7000; Joint Petition of Verizon Pennsylvania, Inc. and Level 3 Communications, LLC for approval of an Interconnection Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants

REP

On December 18, 2002, the above-captioned Petition was filed with the Commission and on January 27, 2003, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on May 6, 2003, Verizon filed a letter indicating that the true and correct copy of the Agreement was filed with the original Petition. Accordingly, please mark this proceeding as closed with respect to this Interconnection Agreement.

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

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MAY 27 2003

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2003 MAY 15 AM 10:25
SECRETARY'S BUREAU

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Daniel E. Monagle
Assistant General Counsel
Pennsylvania



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APR 19 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1717 Arch Street, 32NW
Philadelphia, PA 19103

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

April 19, 2004

DOCUMENT
FOLDER

VIA UPS OVERNIGHT

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

ORIGINAL

RE: Joint Petition of
Verizon Pennsylvania Inc. and Metromedia Fiber Network Services, Inc.
for Approval of a Replacement to the Interconnection Agreement Under
Section 252(e) of the Telecommunications Act of 1996
Dkt. No. A-310673F7000

Dear Mr. McNulty:

Pursuant to your letter of March 30, 2004 in the above-captioned matter, enclosed is a true and correct signed copy of the parties' replacement Interconnection Agreement, which was approved by Order dated February 25, 2002. A copy of this cover letter also is being furnished to Ms. Bobbi Lathrop in the Office of Special Assistants.

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

Very truly yours,


Daniel E. Monagle

DEM/slb

cc: Via UPS Overnight
Ms. Bobbi Lathrop

166

ORIGINAL

AGREEMENT

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APR 19 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

by and between

METROMEDIA FIBER NETWORK SERVICES, INC.

and

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

FOR THE COMMONWEALTH OF PENNSYLVANIA

DOCKETED
MAY 05 2004

**DOCUMENT
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AGREEMENT

PREFACE

This Agreement ("Agreement") is made by and between Metromedia Fiber Network Services, Inc. (MMFN), a corporation organized under the laws of the State of Delaware, with offices at 360 Hamilton Avenue, White Plains, New York 10601, and Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Pennsylvania with offices at 1717 Arch Street, Philadelphia, PA 19103. (MMFN and Verizon may be referred to hereinafter, each individually, as a "Party," and, collectively, as the "Parties").

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

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part hereof this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be 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.

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 May 31, 2003 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either MMFN 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 MMFN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either MMFN 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 MMFN and Verizon; or, (b) the date one (1) year after the proposed date of termination.

- 2.4 If either MMFN 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 MMFN nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or SGAT.

3. Glossary and Attachments

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

Additional Services Attachment
UNE Attachment
Collocation 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 invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to MMFN hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and MMFN shall reimburse Verizon for any payment previously made by Verizon to MMFN that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to MMFN of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

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

6. Assurance of Payment

- 6.1 Upon request by Verizon, MMFN 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 MMFN (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon, (b) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to MMFN by Verizon, 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 MMFN 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 MMFN in respect of any amounts to be paid by MMFN 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, MMFN 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 MMFN has provided Verizon with such assurance of payment.
- 6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve MMFN 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. 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 MMFN represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 MMFN Certification. Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as MMFN has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Pennsylvania. MMFN shall not place any orders under this Agreement until it has obtained such authorization. MMFN shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

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

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.1.2 Any forecasting information provided pursuant to this Agreement.
 - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 10.1.3.1 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 10.1.3.2 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
 - 10.1.3.3 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

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

- 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 is independently developed by the Receiving Party;
 - 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 MMFN

- 13.1 If MMFN 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, MMFN shall send written notice of such discontinuance to Verizon, the Commission, and each of MMFN's Customers. MMFN 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, MMFN shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each MMFN Customer that unless action is taken by the MMFN Customer to switch to a different carrier prior to MMFN's proposed discontinuance of service, the MMFN Customer will be without the service provided by MMFN to the MMFN Customer.
- 13.3 Should a MMFN Customer subsequently become a Verizon Customer, MMFN shall provide Verizon with all information necessary for Verizon to establish service for the MMFN 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 MMFN 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. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 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, MMFN shall provide to Verizon forecasts regarding the Services that MMFN expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that MMFN expects to purchase and the locations where such Services will be purchased.

17. Fraud

MMFN assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, nor is it required to investigate or make adjustments to MMFN's account in cases of, fraud by MMFN's Customers or other third parties.

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

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

20.2 Indemnification Process:

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

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

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending,

settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

- 20.2.4 If the Indemnified Person fails to comply with Section 20.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of

such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 MMFN 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, MMFN shall maintain the following insurance:
- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.2 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.3 Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
 - 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
 - 21.1.5 All risk property insurance on a full replacement cost basis for all of MMFN'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 MMFN.
- 21.3 MMFN shall name Verizon, Verizon's Affiliates and the directors, officers and employees of Verizon and Verizon's Affiliates, as additional insureds on the foregoing insurance.
- 21.4 MMFN 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, Irving, TX 75038.

- 21.5 MMFN 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 MMFN or MMFN's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and MMFN shall reimburse Verizon for the cost of the insurance.
- 21.7 Certificates furnished by MMFN or MMFN'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 MMFN 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 MMFN, directly or through a third party, of any such terms, conditions or restrictions that may limit any MMFN use of a Service provided by Verizon that is otherwise permitted by this Agreement. At MMFN'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 MMFN 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. MMFN 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 a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.5.6 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.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. MMFN and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the

service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.

27. **Non-Exclusive Remedies**

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

28. **Notice of Network Changes**

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

29. **Notices**

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

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered

U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

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

To MMFN:

Attention: Robert Riordan
Director LEC Relations
Metromedia Fiber Network Services, Inc.
360 Hamilton Avenue
White Plains, New York 10601
Telephone Number: 914-421-6731
Facsimile Number: 914-421-6793
Internet Address: rriordan@mmfn.com

with a copy to:

To Verizon:

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

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

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

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

30. Ordering and Maintenance

MMFN 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 MMFN to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, MMFN shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. INTENTIONALLY OMITTED

32. Point of Contact for MMFN Customers

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

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.
- 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; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) 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, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 MMFN acknowledges MMFN has been advised by Verizon that it is Verizon's position that:

37.2.1 This Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions; and

37.2.2 For the purposes of Appendix D, Sections 31 and 32, of the Merger Order, such provisions shall not be deemed to have been voluntarily negotiated or agreed to by Verizon and shall not be available to carriers pursuant to Appendix D, Sections 31 and 32 of the Merger Order.

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.

39. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10, indemnification or defense (including, but not limited to, Section 20, or limitation or exclusion of liability (including, but not limited to, Section 25, and the rights, liabilities and obligations of a Party under any

provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

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

for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

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

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

To Verizon:

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

To MMFN:

Gerard Benedetto
Senior VP CFO
Metromedia Fiber Network Services, Inc.
360 Hamilton Avenue
White Plains, New York, 10601

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 MMFN's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. MMFN shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

- 43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide MMFN with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. Verizon shall be obligated to provide Services under this Agreement only within this territory.

44. Third Party Beneficiaries

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

45. 251 and 271 Requirements

- 45.1 The Parties agree that the performance of the terms of this Agreement will satisfy Verizon's obligations under Section 251 of the Act, and the requirements of the Checklist under Section 271 of the Act.
- 45.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of an application by Verizon or an Affiliate of Verizon pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in Verizon's reasonable determination is likely to adversely affect the application pursuant to Section 271(d) of the Act, the Parties agree to make the revisions necessary to eliminate such adverse effect on the application.

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

47. Use of Service

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

48. Waiver

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

49. Warranties

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

50. Withdrawal of Services

- 50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to MMFN.
- 50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to MMFN terminate any provision of this Agreement that provides for the payment by Verizon to MMFN 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 MMFN. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to MMFN 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 MMFN 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.

Metromedia Fiber Network Services, Inc.

Verizon Pennsylvania Inc.



By: Gerard Benedetto

By: Jeffrey A. Masoner

Printed: Gerard Benedetto

Printed: Jeffrey A. Masoner

Title: Senior VP CFO

Title: Vice-President - Interconnection Services Policy & 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 that is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Act.
The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.
- 2.2 ADSL (Asymmetrical Digital Subscriber Line).
A transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.
- 2.3 Affiliate.
Shall have the meaning set forth in the Act.
- 2.4 Agent.
An agent or servant.
- 2.5 Agreement.
This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.6 Automated Message Accounting (AMA).

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

2.7 Ancillary Traffic.

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

2.8 Automatic Number Identification (ANI).

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

2.9 Answer Supervision.

An off-hook supervisory signal.

2.10 Applicable Law.

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

2.11 ASR (Access Service Request).

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

2.12 Automatic Number Identification (ANI).

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

2.13 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).

2.14 Bona Fide Request (BFR).

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

2.15 Business Day.

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

2.16 Calendar Quarter.

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

2.17 Calendar Year.

January through December.

2.18 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.

2.19 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.

2.20 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.

2.21 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).

2.22 CLEC (Competitive Local Exchange Carrier).

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

2.23 CLLI Codes.

Common Language Location Identifier Codes.

2.24 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.

2.25 Commission.

Pennsylvania Public Utility Commission

2.26 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.

2.27 Calling Party Number (CPN).

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

2.28 CPNI (Customer Proprietary Network Information).

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

2.29 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.

2.30 Customer.

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

2.31 Digital Signal Level.

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

2.32 Digital Signal Level 0 (DS0).

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

2.33 Digital Signal Level 1 (DS1).

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

2.34 Digital Signal Level 3 (DS3).

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

2.35 Effective Date.

June 1, 2001.

2.36 EMI (Exchange Message Interface).

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

2.37 End Office Switch or End Office.

A switching entity that is used to terminate Customer station Loops for the

purpose of interconnection to each other and to trunks.

2.38 Entrance Facility.

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

2.39 Exchange Access.

Shall have the meaning set forth in the Act.

2.40 FCC.

The Federal Communications Commission.

2.41 FCC Regulations.

The regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

2.42 HDSL (High-Bit Rate Digital Subscriber Line).

A transmission technology that transmits up to a DS1 level signal, using any one of the following line codes: 2 Binary/1 Quaternary (2B1Q), Carrierless AM/PM, Discrete Multitone (DMT) or 3 Binary/1 Octal (3BO).

2.43 IDLC (Integrated Digital Loop Carrier).

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

2.44 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.45 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials on the customer's side of the Rate Demarcation Point.

2.46 Internet Traffic.

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

2.47 InterLATA Service.

Shall have the meaning set forth in the Act.

2.48 IntraLATA.

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

2.49 IP (Interconnection Point).

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

2.50 ISDN (Integrated Services Digital Network).

A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).

2.51 ISDN User Part (ISUP).

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

2.52 IXC (Interexchange Carrier).

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

2.53 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.54 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.55 LERG (Local Exchange Routing Guide).

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

2.56 LIDB (Line Information Data Base).

One or all, as the context may require, of the Line Information databases owned individually by Verizon and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.57 Line Side.

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

2.58 Local Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within Verizon's then current local calling area (including non-optional local calling

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

2.59 Loop.

A transmission path that extends from a Main distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.60 LSR (Local Service Request).

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

2.61 MDF (Main Distribution Frame).

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

2.62 MECAB (Multiple Exchange Carrier Access Billing).

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

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

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

2.64 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-

digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.65 Network Element.

Shall have the meaning stated in the Act.

2.66 NID (Network Interface Device).

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

2.67 NPA (Numbering Plan Area).

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

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

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

2.69 Order.

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

2.70 PIU (Percent Interstate Usage).

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

2.71 PLU (Percent Local Usage).

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

2.72 POI (Point of Interconnection).

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

2.73 Port.

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

2.74 Principal Document.

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

2.75 Providing Party.

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

2.76 Purchasing Party.

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

2.77 Rate Center Area or Exchange Area.

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

2.78 Rate Center Point.

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

2.79 Rate Demarcation Point.

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

2.80 Reciprocal Compensation

The arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

2.81 INTENTIONALLY OMITTED

2.82 Retail Prices.

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

2.83 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 Telcordia 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.

2.84 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.

2.85 Service.

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

2.86 (SONET) Synchronous Optical Network.

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

2.87 Signaling Point (SP).

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

2.88 SSP (Service Switching Point).

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

2.89 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 MMFN currently utilize this out-of-band signaling protocol.

2.90 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.

2.91 Subsidiary.

A corporation or other legal entity that is controlled by a Party.

2.92 Switched Access Detail Usage Data.

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

2.93 Switched Access Summary Usage Data.

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

2.94 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.

2.95 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.

2.96 Tariff.

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

2.96.2 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.

2.97 Telcordia Technologies.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also

provides generic requirements for the telecommunications industry for products, services and technologies.

2.98 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.99 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.100 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.101 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.

2.102 Toll Traffic.

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

2.103 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.

2.104 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.

2.105 Universal Digital Loop Carrier (UDLC).

UDLC arrangements consist of the Central Office Terminal and the Remote Terminal located in the outside plant or customer premises. The Central Office

and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and unbundled loops.

2.106 Unbundled Network Element (UNE).

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

2.107 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.

2.108 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.

2.109 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. Operations Support Systems (OSS)

1.1 Definitions.

- 1.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 1.1.2 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 MMFN Usage Information to MMFN pursuant to Section 1.1.3 below; and, (b) "Verizon OSS Information", as defined in Section 1.1.4 below.
- 1.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to MMFN.
- 1.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, MMFN through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a MMFN Customer accessed by, or disclosed or provided to, MMFN through or as a part of Verizon OSS Services; and, (b) any MMFN Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, MMFN.
- 1.1.5 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.
- 1.1.6 MMFN Usage Information: The usage information for a Verizon Retail Telecommunications Service purchased by MMFN under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.
- 1.1.7 Customer Information: CPNI of a Customer 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.

1.2 Verizon OSS Services.

- 1.2.1 Upon request by MMFN, Verizon shall provide to MMFN, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.
- 1.2.2 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 MMFN.

1.3 MMFN Usage Information.

- 1.3.1 Upon request by MMFN, Verizon shall provide to MMFN, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), MMFN Usage Information.
- 1.3.2 MMFN Usage Information will be available to MMFN through the following:
 - 1.3.2.1 Daily Usage File on Data Tape.
 - 1.3.2.2 Daily Usage File through Network Data Mover (NDM).
 - 1.3.2.3 Daily Usage File through Centralized Message Distribution System (CMD5) (Former Bell Atlantic service areas only).
 - 1.3.2.4 MMFN Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
 - 1.3.2.5 Daily Usage File Data Tapes provided pursuant to Section 1.3.2.1 above will be issued each day, Monday through Friday, except holidays observed by Verizon.
- 1.3.3 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, MMFN Usage Information will be provided to MMFN shall be determined by Verizon.

1.4 Access to and Use of Verizon OSS Facilities.

- 1.4.1 Verizon OSS Facilities may be accessed and used by MMFN only to the extent necessary for MMFN's access to and use of Verizon OSS Services pursuant to the Agreement.
- 1.4.2 Verizon OSS Facilities may be accessed and used by MMFN only to provide Telecommunications Services to MMFN Customers.
- 1.4.3 MMFN shall restrict access to and use of Verizon OSS Facilities to MMFN. This Section 1 does not grant to MMFN any right or license to grant sublicenses to other persons, or permission to other persons (except MMFN's employees, agents and contractors, in accordance with Section 1.4.7 below), to access or use Verizon OSS Facilities.
- 1.4.4 MMFN 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 MMFN's use under this Section 1.
- 1.4.5 MMFN 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).

1.4.6 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 MMFN only in connection with MMFN's use of Verizon OSS Facilities permitted by this Section 1; (c) shall be treated by MMFN as Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by MMFN to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

1.4.7 MMFN's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for MMFN's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by MMFN'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 1.5.2.3 of this Attachment.

1.5 Verizon OSS Information.

1.5.1 Subject to the provisions of this Section 1 and Applicable Law, Verizon grants to MMFN a non-exclusive license to use Verizon OSS Information.

1.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 1, MMFN shall acquire no rights in or to any Verizon OSS Information.

1.5.2.1 The provisions of this Section 1.5.2 shall apply to all Verizon OSS Information, except (a) MMFN Usage Information, (b) CPNI of MMFN, and (c) CPNI of a Verizon Customer or a MMFN Customer, to the extent the Customer has authorized MMFN to use the Customer Information.

1.5.2.2 Verizon OSS Information may be accessed and used by MMFN only to provide Telecommunications Services to MMFN Customers.

1.5.2.3 MMFN 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.

1.5.2.4 Except as expressly stated in this Section 1, this Agreement does not grant to MMFN any right or license to grant sublicenses to other persons, or permission to other persons (except MMFN's employees, agents or contractors, in accordance with Section 1.5.2.5 below, to access, use or disclose Verizon OSS Information.

1.5.2.5 MMFN's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the

extent necessary for MMFN's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 1. Any access to, or use or disclosure of, Verizon OSS Information by MMFN's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 1.5.2.3 above.

1.5.2.6 MMFN'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 MMFN to provide Telecommunications Services to MMFN Customers; (b) termination of the license in accordance with this Section 1; or (c) expiration or termination of the Agreement.

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

1.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 1 (including, but not limited to, Section 2.2 of the Agreement and Section 1.6.1 below), MMFN's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

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

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

1.5.3.3 Information obtained by Verizon pursuant to this Section 1.5.3.3 shall be treated by Verizon as Confidential Information of MMFN pursuant to Section 10 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.3.3 to enforce Verizon's rights under the Agreement or Applicable Law.

1.6 Liabilities and Remedies.

1.6.1 Any breach by MMFN, or MMFN's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5 above shall be deemed a material breach of the Agreement. In addition, if MMFN or an employee, agent or contractor of MMFN at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to MMFN, to suspend the license to use Verizon OSS Information granted by Section 1.5.1 above and/or the provision of Verizon OSS Services, in whole or in part.

1.6.2 MMFN agrees that Verizon would be irreparably injured by a breach of Sections 1.4 or 1.5 above by MMFN or the employees, agents or contractors of MMFN, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.7 Relation to Applicable Law.

The provisions of Sections 1.4, 1.5 and 1.6 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.

1.8 Cooperation.

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

1.8.1 Upon request by Verizon, MMFN shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which MMFN anticipates submitting orders in each week of the next calendar month.

1.8.2 MMFN shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.8.3 MMFN 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.

1.9 Verizon Access to Information Related to MMFN Customers.

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

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

1.10 Verizon Pre-OSS Services.

- 1.10.1 As used in this Section 1 "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 MMFN prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to MMFN. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.

- 1.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of MMFN.

- 1.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

- 1.10.4 The provisions of Sections 1.4 through 1.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 1.0: (a) references in Sections 1.4 through 1.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 1.4 through 1.8 above to Verizon OSS Information shall be deemed to include information made available to MMFN through Verizon Pre-OSS Services.

- 1.10.5 MMFN 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.

1.11 Cancellations.

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

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

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the

other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General

- 1.1 Verizon shall provide to MMFN, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to MMFN only to the extent required by Applicable Law and may decline to provide UNEs or Combination to MMFN to the extent that provision of such UNEs or Combination are not required by Applicable Law.
- 1.2 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; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. MMFN shall not directly or through a third party (e.g., MMFN's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a UNE or a Combination that Verizon would not otherwise have an obligation to provide. For example, MMFN shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing UNEs or Combination desired by MMFN are not available in order to permit MMFN to subsequently convert the Telecommunications Services to the UNEs or Combinations desired by MMFN.
- 1.3 MMFN 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 MMFN. Without limiting the foregoing, MMFN may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to MMFN in order to allow MMFN to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
 - 1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to MMFN 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 MMFN, and MMFN shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 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 MMFN, 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 MMFN. If Verizon terminates its provision of a UNE or a Combination to MMFN pursuant to this Section 1.5 and MMFN elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with MMFN to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of MMFN; and, (b) MMFN shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to MMFN on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, MMFN 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 MMFN's Collocation node by means of a Cross Connection.
- 1.8 If as the result of MMFN Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the MMFN Customer premises, MMFN 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 MMFN access to the following:

- 2.1 Loops, as set forth in Section 3;
- 2.2 INTENTIONALLY OMITTED
- 2.3 INTENTIONALLY OMITTED
- 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 INTENTIONALLY OMITTED
- 2.9 Interoffice Transmission Facilities, as set forth in Section 11;
- 2.10 INTENTIONALLY OMITTED
- 2.11 Operations Support Systems, as set forth in Section 13; and

2.12 Other UNEs in accordance with Section 14.

3. Loop Transmission Types

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

- 3.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon TR-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time.
- 3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Bell Atlantic TR-72570, as revised from time-to-time.
- 3.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 and Verizon TR 72575 (, as TR 72575 is revised from time-to-time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.
- 3.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met.
- 3.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas. MMFN may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.
- 3.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria.

The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

- 3.7 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time).
- 3.8 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.9 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to MMFN in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time
- 3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon's TR72575 as revised from time to time).
- 3.12 "Digital Designed Loops" are comprised of designed loops that meet specific MMFN requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

- 3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
 - 3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
 - 3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
 - 3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
 - 3.12.7 a 2W SDSL Loop with an option to remove bridged tap;
 - 3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap; and
- 3.13 Verizon shall make Digital Designed Loops available to MMFN at the rates as set forth in the Pricing Attachment.
- 3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:
- 3.14.1 MMFN shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
 - 3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to MMFN as the process is completed in each Central Office. MMFN must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.
 - 3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.2, MMFN must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
 - 3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because

it does not meet the applicable technical parameters set forth in the Loop descriptions above), MMFN may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.

- 3.14.5 If MMFN submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If MMFN 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 respond back to MMFN with a "Nonqualified" indicator and the with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.14.6 Where MMFN 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 MMFN is already aware of the conditioning required (e.g., where MMFN has previously requested a qualification and has obtained loop characteristics), MMFN may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of MMFN's valid, accurate and pre-qualified service order for a Digital Designed Loop.
- 3.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by MMFN, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
- 3.15.1 Three (3) Business Days will be required following receipt of MMFN's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- 3.15.2 Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by MMFN. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

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

- 3.16 If MMFN requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If MMFN cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, MMFN shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If MMFN cancels the request for conditioning after the loop analysis has been completed

and after construction work has started or is complete, MMFN shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to MMFN Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to MMFN:

3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If MMFN does not request a coordinated cutover, Verizon will process MMFN's order as a new installation subject to applicable standard provisioning intervals.

3.17.1.2 MMFN shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from MMFN the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, MMFN and Verizon shall mutually agree on a New Conversion Time, as defined below. MMFN shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide MMFN the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.17.1.3 MMFN shall provide dial tone at the MMFN Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from

the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

- 3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from MMFN; and
 - 3.17.1.5.2 If MMFN requests to reschedule outside the one (1) hour time frame above, MMFN shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.
 - 3.17.1.6 If MMFN is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and MMFN will reschedule and, upon request from MMFN, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
 - 3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to MMFN is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
 - 3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").
 - 3.17.1.9 If MMFN requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.
- 3.18 Verizon shall provide MMFN access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if MMFN 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 MMFN. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of MMFN's request notify MMFN of the lack of available facilities. MMFN may then at its discretion make a Network Element Bona Fide Request pursuant to Section 14.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). MMFN may also make a Network Element Bona Fide Request pursuant to Section 14.3 for access to Unbundled Local Loops at

the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

4. INTENTIONALLY OMITTED

5. INTENTIONALLY OMITTED

6. Sub-Loop

- 6.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide MMFN with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide MMFN with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.
- 6.2 MMFN may request that Verizon reactivate (if available) an unused drop and NID, or provide MMFN with access to a drop and NID that, at the time of MMFN's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.3 MMFN may obtain access to a Sub-Loop only at an FDI and only from a Telecommunications Carrier outside plant cabinet (a "TOPIC") or, if MMFN is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of MMFN at such enclosure. To obtain access to a Sub-Loop, MMFN shall install a TOPIC on an easement or Right of Way obtained by MMFN within 100 feet of the Verizon FDI to which such 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 MMFN TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by the CLEC for any electronics in the TOPIC. MMFN shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.4 MMFN may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to MMFN, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.
- 6.5 To order access to a Sub-Loop, MMFN must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a MMFN TOPIC. To make such a request, MMFN must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which MMFN wishes to access the Sub-Loop. A 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 Sub-Loop Interconnection Application shall

also include a five-year forecast of MMFN's demand for access to Sub-Loops at the requested FDI. MMFN must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. MMFN must submit Sub-Loop Interconnection Applications to:

[Former Bell Atlantic services areas]:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

[Former GTE service areas]:

MMFN's Account Manager

- 6.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to MMFN a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").
- 6.7 MMFN shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of MMFN's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if MMFN breaches its payment obligation under this Section 6.7. Upon Verizon's completion of the work that Verizon must perform to provide MMFN with access to a Sub-Loop, Verizon shall bill MMFN, and MMFN shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.
- 6.8 After Verizon has completed the installation of the interconnecting cable to a MMFN TOPIC and MMFN has paid the full cost of such installation, MMFN can request the cross connection of Verizon Sub-Loops to the MMFN TOPIC. At the same time, MMFN shall advise Verizon of the services that MMFN plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. MMFN shall run any crosswires within the TOPIC.
- 6.9 INTENTIONALLY OMITTED
- 6.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide Line Sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided Line Sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.11 Verizon shall provide MMFN with access to a Sub-Loop in accordance with negotiated intervals

6.12 Verizon shall repair and maintain a Sub-Loop at the request of MMFN and subject to the time and material rates set forth in the Pricing Attachment. MMFN accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) MMFN reports to Verizon a Customer trouble, (b) MMFN requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then MMFN shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by MMFN is not available at the appointed time. If as the result of MMFN instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MMFN by Verizon. If as the result of MMFN instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MMFN by Verizon.

6.13 Collocation in Remote Terminals.

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

7. Inside Wire

7.1 House and Riser.

Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to MMFN access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 7 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for MMFN. MMFN may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide MMFN with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

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

7.1.1 MMFN shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

7.1.2 If suitable space is available, MMFN shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

- 7.1.3 MMFN's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that MMFN's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.
- 7.1.4 MMFN shall identify its terminal block and equipment as a MMFN facility.
- 7.2 To provide MMFN with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for MMFN, (c) secure space for MMFN in any building, (d) secure access to any portion of a building for MMFN or (e) reserve space in any building for MMFN.
- 7.3 MMFN must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to MMFN service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to MMFN's termination block, and Verizon shall determine how to perform such installation. MMFN shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to MMFN in accordance with MMFN's order for such services.
- 7.4 If a MMFN compatible connecting block or spare termination on MMFN's connecting block is not available at the time of installation, Verizon shall bill MMFN, and MMFN shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.
- 7.5 Verizon shall perform all installation work on Verizon equipment. All MMFN equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.6 Verizon shall repair and maintain a House and Riser Cable at the request of MMFN and subject to the time and material rates set forth in the Pricing Attachment. MMFN shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) MMFN reports to Verizon a Customer trouble, (b) MMFN requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then MMFN shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by MMFN is not available at the appointed time. If as the result of MMFN instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MMFN by Verizon. If as the result of MMFN instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MMFN by Verizon.

8. Dark Fiber

- 8.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, sub-loop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering. Nothing contained in the Interconnection Agreement shall be deemed to constitute an agreement by MMFN that Sections (E)(1)(a) through (E)(1)(g) of this Amendment describe Verizon's obligations to provide access to Dark Fiber under Applicable Law.
- 8.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:
- 8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (a) one end of the Dark Fiber Loop terminates at MMFN's collocation arrangement and (b) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.
- 8.2.2 MMFN may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and MMFN may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to MMFN.
- 8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.
- 8.2.5 At the Customer premise, unused fibers are not available to MMFN pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to MMFN.
- 8.2.6 Dark Fiber will be offered to MMFN in the condition that it is available in Verizon's network at the time that MMFN submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for MMFN's use.

- 8.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to MMFN as Dark Fiber.
- 8.2.8 MMFN shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.
- 8.2.9 MMFN may not resell Dark Fiber purchased pursuant to this Attachment to third parties.
- 8.2.10 In order for Verizon to continue to satisfy its obligations under Applicable Law and to preserve the efficiency of its network, Verizon will limit MMFN to leasing a maximum of twenty-five percent (25%) of the Dark Fiber or four (4) Dark Fiber strands, whichever is greater, in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
- 8.2.10.1 Revoke, in whole or in part, Dark Fiber leased to MMFN upon a showing of need to satisfy its obligations under Applicable Law, or to preserve the efficiency of its network to the Commission and twelve (12) months' advance written notice to MMFN; and
- 8.2.10.2 Revoke, in whole or in part, Dark Fiber leased to MMFN upon a showing to the Commission that MMFN underutilized fiber within any twelve (12) month period.
- 8.2.10.3 Verizon may assign Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services, or to satisfy CLEC orders for Dark Fiber, or for future growth, or for Verizon's approved and funded projects, and will not make such assigned Dark Fiber available to MMFN. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a MMFN order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than MMFN, or impair a Verizon obligation under Applicable Law.
- 8.2.11 MMFN may not reserve Dark Fiber.
- 8.2.12 MMFN shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of MMFN; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting MMFN's collocation arrangements with any proper optical cross connects or other equipment that MMFN needs to access Dark Fiber before it submits an order for such access.

- 8.2.13 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) Business Days from receipt of the CLEC's request, indication whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.
- 8.2.14 MMFN shall order Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.
- 8.2.15 Direct access to dark fiber loops 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.

8.3 Dark Fiber Interoffice Facilities (IOF).

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

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 and at MMFN's request, Verizon shall permit MMFN to connect a MMFN Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 9. Verizon shall provide MMFN with access to NIDs in accordance with, but only to the extent required by, Applicable Law. MMFN may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining MMFN NID deployed by MMFN or, if an entrance module is available in the Verizon NID, by connecting a MMFN Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 9.2 In no case shall MMFN access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall MMFN access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall MMFN remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

- 9.5 In no case shall MMFN remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).

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

- 9.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), MMFN may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:
- 9.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, MMFN may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
- 9.7.2 MMFN 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. MMFN, its agent, the building owner or the Customer). If MMFN accesses the Customer's Inside Wire as described in this Section 9.7.2, time and materials charges will be billed to the requesting party (i.e. MMFN, its agent, the building owner or the Customer).

10. INTENTIONALLY OMITTED

11. Unbundled Interoffice Facilities

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

12. INTENTIONALLY OMITTED

13. Operations Support Systems

Subject to the conditions set forth in the Additional Services Attachment, Verizon shall provide MMFN 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 MMFN through such electronic interfaces.

14. Availability of Other UNEs on an Unbundled Basis

- 14.1 Any request by MMFN for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, below. MMFN shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.
- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.
- 14.3 Network Element Bona Fide Request (BFR).
 - 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
 - 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
 - 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
 - 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
 - 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.
 - 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of UNEs

If (a) MMFN reports to Verizon a Customer trouble, (b) MMFN requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then MMFN 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 MMFN is not available at the appointed time. MMFN accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of MMFN instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MMFN by Verizon. If as the result of MMFN instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MMFN by Verizon. Verizon agrees to respond to MMFN trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Rates and Charges

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

17. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to MMFN, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to MMFN, 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 MMFN'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 MMFN only to the extent required by Applicable Law and may decline to provide Collocation to MMFN to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to MMFN in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

2. MMFN's Provision of Collocation

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

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

2. MMFN Prices

Notwithstanding any other provision of this Agreement, the Charges that MMFN bills Verizon for MMFN's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the MMFN has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that MMFN's cost to provide such MMFN Services to Verizon exceeds the Charges for Verizon's comparable Services.

3. Section 271

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

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 MMFN

A. INTENTIONALLY OMITTED

<u>Service or Element Description</u> ¹ :	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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I. INTENTIONALLY OMITTED

II. INTENTIONALLY OMITTED

III. INTENTIONALLY OMITTED

IV. INTENTIONALLY OMITTED

V. INTENTIONALLY OMITTED

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

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

B. UNBUNDLED NETWORK ELEMENTS²**Service or Element Description³:****Recurring Charges:****Non-Recurring Charge:****I. Dedicated Transport⁴**

Voice Grade/DS-0

\$9.75/Month &
\$.03/Mile/MonthAll:
\$1.06/Service Order,
\$357.97/Initial Facility &
\$24.29/Additional
Facility (if purchased
when initial facility
ordered)

DS-1

\$35.22/Month &
\$.60/Mile/Month

DS-3

\$489.55/Month &
\$16.94/Mile/Month

DDS

\$10.10/Month &
\$.03/Mile /Month

STS-1

\$378.21*/Month &
\$15.23*/Mile/Month

OC-3

\$1,144.03*/Month &
\$46.79*/Mile/Month

OC-12

\$2,887.97*/Month &
\$95.12*/Mile/Month**II. INTENTIONALLY OMITTED**

² All rates and charges specified herein are pertaining to the Unbundled Network Elements Attachment.

³ All rates and/or rate structures set forth herein, that are marked with an asterisk ("*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

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

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

Service or Element Description:

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

IV. Entrance Facilities

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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

V. INTENTIONALLY OMITTED

- a. INTENTIONALLY OMITTED
- b. INTENTIONALLY OMITTED
- c. INTENTIONALLY OMITTED
- 4.1 d. INTENTIONALLY OMITTED

5. VI. Unbundled Loops⁵

2 Wire Analog Loops (POTS Loops)

Density Cell:

- 1 - \$10.25/Month
- 2 - \$11.00/Month
- 3 - \$14.00/Month
- 4 - \$17.50/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

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

Service or Element Description:

2 Wire ISDN

Recurring Charges:

Density Cell:

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

Non-Recurring Charge:

Service Order: \$1.06

Installation:

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

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

Disconnect:

\$1.34 per loop

Service or Element Description:

Customer Specified Signaling - 2 Wire

Recurring Charges:

Density Cell:

- 1 - \$10.25/Month
- 2 - \$11.00/Month
- 3 - \$14.00/Month
- 4 - \$17.50/Month

Non-Recurring Charge:

Service Order: \$1.06

Installation:

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

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

Disconnect:

\$1.34 per loop

Coordinated Cutover:⁶

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

⁶ Coordinated Cutover not available with ADSL, HDSL, SDSL, IDSL or Digital Designed Loops.

Service or Element Description:

Customer Specified Signaling - 4 Wire

Recurring Charges:

Density Cell:

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

Non-Recurring Charge:

Service Order: \$1.06

Installation:

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

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

Disconnect:

\$1.34 per loop

Coordinated Cutover:⁷

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

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

Service or Element Description:

DS1

Recurring Charges:

Density Cell:

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

Non-Recurring Charge:

Service Order: \$1.06

Installation:

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

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

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:

DS3

Recurring Charges:

Density Cell:

- 1 - \$915.64/Month
- 2 - \$915.64/Month
- 3 - \$915.64/Month
- 4 - \$915.64/Month

Non-Recurring Charge:

Service Order: \$1.06

Installation:

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

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

Disconnect:

\$1.34 per loop

Coordinated Cutover: If

premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:

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

Recurring Charges:

Density Cell:

- 1 - \$10.25/Month
- 2 - \$11.00/Month
- 3 - \$14.00/Month
- 4 - \$17.50/Month

Non-Recurring Charge:

Service Order: \$1.06
Installation:

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

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

Disconnect:

\$1.34 per loop

Cooperative Testing, per loop-\$31.72

Engineering query, \$123.60

Engineering Work Order, \$555.40

Service or Element Description:

4 Wire HDSL Loops

Recurring Charges:

Density Cell:

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

Non-Recurring Charge:

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

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

Disconnect:
\$1.34 per loop

Cooperative Testing, per loop-\$31.72

Engineering query, \$123.60

Engineering Work Order, \$555.40

Digital Four-Wire (56 KD) Loops

Density Cell:

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

Service Order: \$1.06*
Installation:

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

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

Disconnect:
\$1.34* per loop

Coordinated Cutover, premise visit- \$12.25*
no premises visit - \$3.28*

CCS Design, per order \$41.42*

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Standard Digital Loop

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

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

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

See rates for 2 Wire ADSL Loops as set forth
above

\$193.13*
Removal of one Bridged
Tap per Request

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

\$123.60*
Engineering Query

\$555.40*
Engineering Work Order
Charge

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

See rates for 2 Wire ADSL Loops as set forth
above

\$193.13*
Removal of one Bridged
Tap per Request

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

\$123.60*
Engineering Query

\$555.40*
Engineering Work Order
Charge

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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

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

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

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

\$193.13*
Removal of one Bridged Tap per Request

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

\$123.60*
Engineering Query

\$555.40*
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

See rates for 2 Wire ISDN Loops as set forth above

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

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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

		\$193.13* Removal of one Bridged Tap per Request
		\$469.83* Removal of Multiple Bridged Taps per Loop per Request
		\$1,055.72* Addition of Range Electronics
		\$123.60* Engineering Query
		\$555.40* Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire HDSL Loops as set forth above	\$193.13* Removal of one Bridged Tap per Request
		\$469.83* Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)
		\$123.60* Engineering Query
		\$555.40* Engineering Work Order Charge

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

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

See rates for 4 Wire HDSL Loops as set forth above

\$193.13*
Removal of one Bridged Tap per Request

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

\$555.40*
Engineering Work Order Charge

2 Wire SDSL compatible Loops with Bridged Tap removal

See rates for 2 Wire SDSL Loops as set forth above

\$193.13*
Removal of one Bridged Tap per Request

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

\$555.40*
Engineering Work Order Charge

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

See rates for 2 Wire IDSL Loops as set forth above

\$193.13*
Removal of one Bridged Tap per Request

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

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

6.

\$123.60*
Engineering Query

\$555.40*
Engineering Work Order
Charge

VII. Intrastate Collocation

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

VIII. INTENTIONALLY OMITTED

IX. EEL

DS0 Connection Charge
2 Wire Analog Loop

\$0.08*

2 Wire Digital Loop

\$0.09*

4 Wire Analog Loop

\$0.17*

DS1 Connection Charge

\$0.91*

DS3 Connection Charge

\$108.39*

Digital Four Wire DS0 Loop Connection Charge

\$0.27*

X. INTENTIONALLY OMITTED

Service or Element Description:

**Recurring
Charges:**

**Non-Recurring
Charge:**

XI. DARK FIBER

Records Review

\$224.67*

Dark Fiber – IOF

Verizon C.O. to Verizon C.O

Service Order

\$55.22*

Serving Wire Center ("SWC") Charge/SWC/Pair

\$7.41*

\$45.59*

6.1 IOF Mileage/Pair/ mile

\$66.30*

IOF Mileage Installation Charge/Pair

\$204.94*

Verizon C.O. to CLEC C.O.

Service Order

\$55.22*

SWC Charge/SWC/Pair

\$7.41*

\$42.59*

Channel Termination Charge/CLEC C.O.

\$68.60*

\$353.23*

Dark Fiber – LOOP

Loop Charge/Pair

Rate Group A1

\$44.49*

\$566.97*

Rate Group A2

\$82.27*

\$566.97*

Rate Group B1

\$120.55*

\$566.97*

Rate Group B2

\$153.34*

\$566.97*

Service Order

\$55.22*

Serving Wire Center (SWC) Charge/SWC/Pair

\$7.41*

\$38.53*

XII. UNBUNDLED SUBLOOP ARRANGEMENT (USLA)

USLA - 2 Wire – Distribution

Density Cell

1-\$3.44*

2-\$3.47*

3-\$5.31*

4-\$8.25*

New:

Initial \$128.93*

Additional \$58.05*

Loop Through:

Initial \$222.89*

Additional \$130.13*

USLA - 4 Wire – Distribution

Density Cell

1-\$4.39*

2-\$5.07*

3-\$8.18*

4-\$13.44*

New:

Initial \$159.25*

Additional \$73.55*

Loop Through:

Initial \$253.10*

Additional \$154.73*

1. INTENTIONALLY OMITTED

2. INTENTIONALLY OMITTED

3. INTENTIONALLY OMITTED

4. INTENTIONALLY OMITTED

5. INTENTIONALLY OMITTED

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XIV. Network Interface Device (NID)

2-wire NID	\$.64*/Month	Not Applicable
4-wire NID	\$.64*/Month	Not Applicable
DS1 NID	\$3.81*	Not Applicable
NID - 2 Wire per NID/month - NID-to-NID	\$0.64*	
NID - 4 Wire per NID/month - NID-to-NID	\$0.64*	
NID - Shared NID (multiple loops in a single NID)	TBD	
Service Call Dispatch	\$25.56*	
Each 15 minutes (period or part)	\$12.25*	

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

D. OPERATIONS SUPPORT SYSTEM

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

E. INTENTIONALLY OMITTED

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

F. TIME AND MATERIALS

Special Construction

As applicable per
Verizon-PA PUC 1 sec.
9

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

Not Applicable

\$1.06/Service Order
\$25.56/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. INTENTIONALLY OMITTED

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 MMFN per
separate arrangement

RECEIVED

APR 19 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



1717 Arch Street, 32NW
Philadelphia, PA 19103

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

November 3, 2004

VIA UPS EXPRESS MAIL

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

DOCUMENT
FOLDER

RECEIVED

NOV 03 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

RE: Joint Petition of
Verizon Pennsylvania Inc. and
Level 3 Communications, LLC
for Approval of an Interconnection Agreement,
Dkt. No. A-310633 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. and Level 3 Communications, LLC, which Agreement was filed with the Commission on January 26, 2001, with supplementary letter dated February 20, 2001, and approved by the Commission by Order dated April 23, 2001. This Amendment should be attached to and be made part of the 2001 filed agreement. Although the Amendment was effective April 1, 2004, the Amendment was signed by the two parties' signers on October 20, 2004 and October 22, 2004 respectively. Thus, this Joint Filing is being made within 30 days of the day that the agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Level 3 Communications, LLC.

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

Very truly yours,

Daniel E. Monagle

DEM/slb
Enclosure

cc: Mr. Peter Blissard, Level 3 Communications, LLC
Attached Service List

74

RECEIVED

NOV 03 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

A-310633 F 7000

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

LEVEL 3 COMMUNICATIONS, LLC

DOCKETED
DEC 03 2004

This Amendment No. 2 (the "Amendment") shall be deemed effective on the "Effective Date" by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Level 3 Communications, LLC, a Delaware limited liability company with offices at 1025 Eldorado Boulevard, Broomfield, Colorado 80021 ("Level 3"). Verizon and Level 3 may hereinafter be referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Commonwealth of Pennsylvania.

DOCUMENT
FOLDER

WITNESSETH:

WHEREAS, Verizon and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 1, 2000 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to reflect their agreement on intercarrier compensation and interconnection architecture as set forth in Attachment A to this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in Attachment A shall govern the Parties' mutual rights and obligations with respect to intercarrier compensation and interconnection architecture.

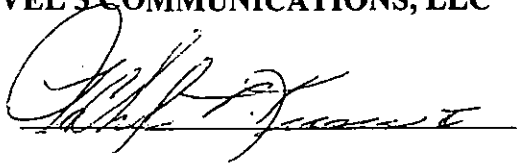
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

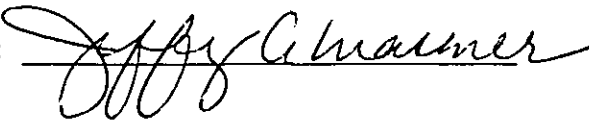
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

LEVEL 3 COMMUNICATIONS, LLC

VERIZON PENNSYLVANIA INC.

By:  _____

By:  _____

Printed: LaCharles Keese _____

Printed: Jeffrey A. Masoner _____

Title: Vice President - Wholesale Voice Services

Title: Vice President - Interconnection Services

Date: 10/20/2004 _____

Date: 10/22/04 _____

Attachment A

1. Definitions. For the purposes of this Attachment, the following terms shall have the meanings provided below.
 - (a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).
 - (b) A "Call Record" shall include identification of any VOIP Traffic as VOIP Traffic, as well as at least one of the following: charge number, Calling Party Number ("CPN"), or Automatic Number Identifier. In addition, a "Call Record" may include any other information agreed upon by both Parties to be used for identifying the jurisdiction of the call or for assessing applicable intercarrier compensation charges. If the Forbearance Order and/or the FCC VOIP Order (as such terms are defined in Section 3.2) render this definition of "Call Record" to be inapplicable for the purpose of determining the jurisdiction of the call, the Parties will negotiate to agree upon any other information to be used prospectively for identifying the jurisdiction of a call and/or for assessing applicable intercarrier compensation charges as a replacement for charge number, CPN, or ANI.
 - (c) "Compensable Base" means the total combined minutes of use of ISP-Bound Traffic and Local Traffic originated by Verizon to Level 3 from July 1, 2002 through June 30, 2003 in all jurisdictions, that Verizon has agreed in writing are subject to intercarrier compensation. Any minutes of use that Verizon has not agreed are subject to intercarrier compensation, or as to which there remains an outstanding billing dispute between the Parties, shall not be included in the Compensable Base.
 - (d) "End User" means a third party residence or business end-user subscriber to Telephone Exchange Services, as such term is defined in the Act, provided by either of the Parties.
 - (e) "Effective Date" means April 1, 2004.
 - (f) "End Office" means a switching entity that is used to terminate End User station loops for the purpose of interconnection to each other and to trunks.
 - (g) "Extended Local Calling Scope Arrangement" means an arrangement that provides a End User a local calling scope (Extended Area Service, "EAS"), outside the End User'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 End User terminates outside of the End User's basic exchange serving area.

- (h) "Exchange Access" shall have the meaning set forth in the Act.
- (i) *Intentionally left blank.*
- (j) "Information Access" means the provision of specialized exchange Telecommunications Services in connection with the origination, termination, transmission, switching, forwarding or routing of Telecommunications traffic to or from the facilities of a provider of information services, including an Internet service provider.
- (k) "Information Service" shall have the meaning set forth in the Act.
- (l) "ISP-Bound Traffic" means any Telecommunications traffic originated on the public switched telephone network ("PSTN") on a dial-up basis that is transmitted to an internet service provider at any point during the duration of the transmission, including V/FX Traffic that is transmitted to an internet service provider at any point during the duration of the transmission, but not including VOIP Traffic.
- (m) "LERG" or "Local Exchange Routing Guide" means a Telcordia Technologies reference containing NPA/NXX routing and homing information.
- (n) "Local Traffic" consists of Telecommunications traffic for which compensation is required by both Section 251(b)(5) of the Act and 47.C.F.R Part 51; and, for the avoidance of any doubt, the following types of traffic, among others, do not constitute Local Traffic under the terms of this Agreement: ISP-Bound Traffic; Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access; toll traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; Optional Extended Local Calling Scope Arrangement Traffic; special access, private line, frame relay, ATM, or any other traffic that is not switched by the receiving party; tandem transit traffic; V/FX Traffic; voice Information Service traffic; or VOIP Traffic.
- (o) "NXX or "NXX Code" means the three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).
- (p) "Switched Exchange Access Service" means 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.
- (q) "Tandem" or "Tandem Switch" means a physical or logical switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide

Switched Exchange Access Services.

- (r) "Telecommunications" shall have the meaning set forth in the Act.
- (s) "Telecommunications Carrier" shall have the meaning set forth in the Act.
- (t) "Virtual Foreign Exchange Traffic" or "V/FX" Traffic means a call to an End User assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such End User's station.
- (u) "VOIP Traffic" means voice communications that are transmitted in whole or in part over packet switching facilities using Internet Protocol or any similar packet protocol. For avoidance of doubt, VOIP Traffic does not include ISP-Bound Traffic that is not used to generate voice traffic to or from the PSTN.
- (v) "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

2. General/Term. Notwithstanding any change to Applicable Law effected after the Effective Date (and notwithstanding any provision in the Agreement governing the Parties' rights or obligations in the event of such a change in Applicable Law), subject to compliance with Sections 6 and 7 below, and provided that there are no outstanding billing disputes between the Parties with respect to intercarrier compensation charges billed by either Party prior to the Effective Date with respect to Local Traffic, ISP-Bound Traffic or switched access traffic, the terms set forth in subsections 2.1-2.4 below shall govern the Parties' rights and obligations regarding compensation for ISP-Bound Traffic and Local Traffic. If there are outstanding billing disputes between the Parties with respect to intercarrier compensation charges billed by either Party prior to the Effective Date with respect to Local Traffic, ISP-Bound Traffic or switched access traffic, then subsections 2.1-2.4 below shall not apply and compensation for ISP-Bound Traffic and Local Traffic exchanged between the Parties shall be governed by the following: (i) an intercarrier compensation rate of zero (\$0) shall apply to ISP-Bound Traffic delivered by Verizon to Level 3 and (ii) Verizon's then-prevailing reciprocal compensation rates in each particular service territory (as set forth in Verizon's standard price schedules, as amended) shall apply to ISP-Bound Traffic delivered by Level 3 to Verizon and to all Local Traffic exchanged between the Parties. For purposes of the preceding sentence only, all Local and ISP-Bound Traffic above a 2:1 ratio shall be considered to be ISP-Bound Traffic.

2.1 Inter-carrier Compensation for ISP-Bound Traffic and Local Traffic.
Commencing on the Effective Date, and continuing prospectively for the applicable time periods described below, when ISP-Bound Traffic or Local Traffic is originated by an End User of a Party on that Party's network (the "Originating Party") and delivered to the

other Party (the "Receiving Party") for delivery to an End User of the Receiving Party, the Receiving Party shall bill and the Originating Party shall pay intercarrier compensation at the following equal and symmetrical rates: \$.0005 per minute of use for the period beginning on the Effective Date and ending on December 31, 2004, \$.00045 per minute of use for the period beginning January 1, 2005 and ending on December 31, 2005, \$.0004 per minute of use for the period beginning January 1, 2006 and ending upon the effective date of termination of this Section 2.1 (collectively, the "Intercarrier Compensation Rates"); *provided, however*, that Verizon shall be under no obligation to pay any intercarrier compensation to Level 3 on Local Traffic or ISP-Bound Traffic insofar as the total combined minutes of use of such traffic originated by Verizon to Level 3 in all jurisdictions in which the Parties exchange traffic exceeds the Compensable Base by the following threshold percentages during each of the specified calendar years: 175% for 2004, 200% for 2005, 225% for 2006, and 225% for any calendar year subsequent to 2006 in which this Section 2.1 remains in effect.

2.2 The Intercarrier Compensation Rates shall not apply to V/FX Traffic that is not ISP-Bound Traffic, which such other V/FX Traffic shall be subject to applicable Switched Exchange Access Service tariff charges; provided, however, that the Parties do not agree on the compensation due for the exchange of VOIP Traffic that may constitute V/FX Traffic under Section 1(t) ("V/FX VOIP Traffic"). Pending resolution of the Parties' dispute on the compensation due for V/FX VOIP Traffic, Level 3 shall pay at least the Intercarrier Compensation Rates to Verizon for V/FX VOIP Traffic (other than V/FX VOIP Traffic addressed in Section 3.1, as to which interstate access charges shall apply) that it delivers to Verizon (in doing so, but without any probative value as to the substance of either Party's position on the appropriate compensation due on V/FX VOIP Traffic, Level 3 may dispute access or intercarrier compensation charges billed by Verizon in excess of the Intercarrier Compensation Rates). The Parties hereby agree that, as of the Effective Date, they are exchanging only a de minimis amount of V/FX Traffic that is not ISP-Bound Traffic; the Parties further agree that, from time to time, upon written request from either Party, the other Party shall review with the requesting Party whether the amount of such V/FX Traffic that is not ISP-Bound Traffic exchanged between them remains de minimis. For avoidance of doubt, the Intercarrier Compensation Rates also shall not apply to VOIP Traffic, except as set forth in this paragraph or to the extent otherwise required by Section 3 below.

2.3 Notwithstanding anything else in this Attachment, and except as otherwise provided in this Section 2.3, if Level 3 fails to comply with Sections 6 and 7 of this Attachment, the Intercarrier Compensation Rates set forth in this Section 2 shall not apply to ISP-Bound Traffic and Local Traffic delivered by Verizon to Level 3. Instead, the applicable intercarrier compensation rate for such ISP-Bound Traffic and Local Traffic delivered by Verizon to Level 3 shall be zero (\$0) effective on the date Verizon provides Level 3 written notice detailing the specific facts and documentation supporting its position of non-compliance with Sections 6 and 7 of this Attachment ("Non-

Compliance Notice”) and continuing until the earlier of a determination by Verizon that Level 3 is in compliance with Sections 6 and 7 of this Attachment or termination of Sections 2 and 3 of this Attachment, as provided in Section 4 below. If Level 3 disagrees with the non-compliance finding, Level 3 shall respond in writing to Verizon within ten business days of receipt of the Non-Compliance Notice with: (i) facts and documentation supporting its position and (ii) the name of an individual who will serve as Level 3’s representative for purposes of negotiating resolution of the non-compliance dispute (“Level 3 Response”). Verizon shall have ten business days from receipt of the Level 3 Response to designate its representative to the negotiation, and shall continue to make payments during the Negotiation Period (as defined below) as though the Intercarrier Compensation Rates in this Section 2 continued to apply. The Parties’ representatives shall meet at least once within 45 days after the date of the Level 3 Response 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. If the Parties have been unable to resolve the dispute within 45 days of the date of the Level 3 Response (“Negotiation Period”), either Party may pursue any remedies available to it under the 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; *provided, however*, that if the matter is resolved with a finding that Level 3 was not in compliance with Sections 6 and 7 of this Attachment, Level 3 shall refund any payments of the Intercarrier Compensation Rates made by Verizon during the Negotiation Period.

2.4 In the event that Verizon should continue to offer or provide unbundled network element platforms (“UNE-P”) after the Effective Date, the Intercarrier Compensation Rates shall not apply to any traffic involving Level 3 End Users served by UNE-P, and the Parties instead will negotiate in good faith to conclude mutually acceptable provisions governing intercarrier compensation associated with traffic to Level 3 End Users served by UNE-P.

3. VOIP Traffic.

3.1 Agreement to Comply with FCC Declaratory Ruling. The Parties agree that VOIP Traffic that originates on and terminates to the PSTN shall be subject to interstate access charges, as set forth in the FCC’s Order, *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, FCC 04-97, WC Docket No. 02-361 (released April 21, 2004) (“AT&T Order”) unless and until the AT&T Order is modified in the Forbearance Order and/or the FCC VOIP Order (as such terms are defined in Section 3.2), in which case the Parties will negotiate an amendment to this Attachment to apply prospectively from the date of such Forbearance Order and/or the FCC VOIP Order addressing intercarrier compensation for the VOIP Traffic described in this Section 3.1.

3.2 Other VOIP Traffic. Except as provided in Section 3.1, the Parties do not agree on the compensation due for the exchange of VOIP Traffic. Accordingly, until such time as the FCC issues a substantive order in WC Docket No. 04-36 (FCC 04-28) on what compensation is due for the exchange of VOIP Traffic ("FCC VOIP Order") and such order becomes effective, Level 3 shall: (i) identify and track all VOIP Traffic that either originates or terminates on the PSTN and (ii) pay at least the Intercarrier Compensation Rates to Verizon for VOIP Traffic other than VOIP Traffic addressed in Section 3.1 that it delivers to Verizon (in doing so, but without any probative value as to the substance of either Party's position on the appropriate compensation due on VOIP Traffic, Level 3 may dispute access or intercarrier compensation charges billed by Verizon in excess of the Intercarrier Compensation Rates). Upon effectiveness of the FCC VOIP Order, such FCC VOIP Order shall be applied prospectively from the effective date of the FCC VOIP Order and retroactively to the Effective Date (taking into account intercarrier compensation payments made on VOIP Traffic under the preceding sentence); **provided, however,** that if a Party has filed a forbearance proceeding at the FCC addressing whether access charges should apply to VOIP Traffic originating or terminating on the PSTN, such as Level 3's filing of a petition for forbearance in Docket No. 03-266 ("Forbearance Proceeding"), then if the FCC issues an order in such Forbearance Proceeding or the petition for forbearance otherwise becomes effective (in either case, the "Forbearance Order") prior to issuance of the FCC VOIP Order, the Parties agree to apply the results of the Forbearance Order to the VOIP Traffic defined in the Forbearance Order prospectively from the effective date of the Forbearance Order and retroactively to the Effective Date until such time as the FCC VOIP Order is issued (taking into account intercarrier compensation payments made on VOIP Traffic under the preceding sentence), at which time such FCC VOIP Order shall be applied to the VOIP Traffic defined in the FCC VOIP Order prospectively from the effective date of the FCC VOIP Order (such implementation of a Forbearance Order and/or the FCC VOIP Order, the "VOIP Order Application"); **provided, further** that if VOIP Traffic is treated as Information Service traffic or as Local Traffic (either substantively or for compensation purposes only) by the Forbearance Order and/or the FCC VOIP Order, then for purposes of implementing such order(s) as part of the VOIP Order Application only (and only so long as the Forbearance Order and/or the FCC VOIP Order are in effect), VOIP Traffic terminated to or originated on the PSTN shall be subject to a rate of \$.0007 per minute of use except to the extent the amount of VOIP Traffic delivered by Verizon to Level 3 exceeds the amount of VOIP Traffic delivered by Level 3 to Verizon in a monthly billing period by more than 10% ("Imbalance Factor"), in which case for all VOIP Traffic delivered by Verizon to Level 3 during that billing period in excess of the Imbalance Factor, Level 3 shall bill and Verizon shall pay the Intercarrier Compensation Rates; and **provided, further,** that Level 3 and Verizon expressly waive any grounds they may have to raise any timing limitation on back-billing implemented by the other Party to effectuate the VOIP Order Application.

4. Termination. Either Party may terminate Sections 2 and 3 of this Attachment effective on or after January 1, 2007 (such date, "Termination Effective Date") by providing nine (9) months advance written notice to the other Party if the notice is provided on or before November 30, 2006 or by providing thirty (30) days advance written notice to the other Party if the notice is provided on or after December 1, 2006 (in either case, the date such notice is provided shall be the "Termination Notice Date," which shall not be prior to April 1, 2006), provided that in the event that either Party elects to exercise its right to terminate Sections 2 and 3 of this Attachment: (i) the Parties shall promptly amend the Agreement to govern intercarrier compensation between the Parties for Local Traffic and ISP-Bound Traffic, and any such amendment (whether negotiated, arbitrated or otherwise litigated) shall be effective as of the Termination Effective Date and (ii) the VOIP Order Application described in Section 3.2 of this Attachment shall not apply to any time period after the Termination Notice Date (but which VOIP Order Application, for avoidance of doubt, will continue to apply to all time periods between the Effective Date and the Termination Notice Date regardless of the issuance date of the Forbearance Order or FCC VOIP Order; provided, further, that Section 3.2 shall be included in any interconnection agreement or amendment (including adoptions) entered into by the Parties unless and until the VOIP Order Application has been implemented by the Parties).

5. Other Traffic.

Notwithstanding anything else in this Attachment, for traffic Level 3 delivers to Verizon that originates with a third carrier, except as may be subsequently agreed to in writing by the Parties, Level 3 shall pay Verizon the same amount that such third carrier would have paid Verizon for that traffic at the location the traffic is delivered to Verizon by Level 3.

6. Call Records. Each Party shall take steps to ensure that all calls (including VOIP traffic) that it delivers to the receiving Party include a Call Record, and that such Call Records are transmitted intact to the receiving Party. Neither Party shall: (i) remove Call Records, (ii) alter or replace Call Records, or (iii) insert or add any Call Record information (such as a Charge Number) that does not correspond to that of the calling party. Using its best efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove Call Records, (ii) alter or replace Call Records, or (iii) insert or add any Call Record information (such as a Charge Number) that does not correspond to that of the calling party. Neither Party shall knowingly and intentionally (a) strip or alter Call Records to disguise the jurisdiction of a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.

6.1 For billing purposes, each Party shall pass a Call Record on each call delivered to the other Party to the extent technically feasible. The Receiving Party shall bill the Originating Party the then-current Intercarrier Compensation Rate, intrastate Switched Exchange Access Service rates, or interstate Switched Exchange Access Service rates applicable to each

relevant minute of traffic for which Call Records are passed based on the Call Records, or other information that allows the Receiving Party to determine the jurisdiction of the call in accordance with the provisions herein, as provided in this Attachment, the applicable interconnection agreement between the Parties or the Receiving Party's applicable tariffs.

6.2 If the percentage of calls passed with Call Record information is greater than ninety percent (90%), all calls exchanged without Call Record information will be billed according to the jurisdictional proportion of the calls passed with Call Record information. If the percentage of calls passed without Call Record information is less than ninety percent (90%), all calls without Call Record information up to (but not exceeding) ten percent (10%) of all calls, will be billed according to the jurisdictional proportion of the calls passed with Call Record information, and the remaining calls without Call Record information will be billed at intrastate Switched Exchange Access Service rates.

6.3 *Intentionally left blank.*

6.4 If the Receiving Party lacks the ability to use Call Records to classify on an automated basis traffic delivered by the other Party as either ISP-Bound Traffic or Local Traffic or toll traffic, the Originating Party will supply, at the request of the Receiving Party, an auditable Percent Local Usage ("PLU") report (including Local Traffic and ISP-Bound Traffic) quarterly, based on the previous three (3) months' traffic, and applicable to the following three (3) months' traffic. If the Originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage ("PIU") report quarterly, based on the previous three (3) months' terminating traffic, and applicable to the following three (3) months' traffic. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.

6.5 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. The Parties agree that, in addition to any applicable audit provisions in their applicable interconnection agreement, each Party shall have the right to conduct, at its own cost, periodic (but in any case no more frequent than semi-annual) audits, on commercially reasonable terms and conditions, with respect to billings sent in connection with this Attachment; and the other Party agrees to reasonably cooperate with any such audits.

6.6 For avoidance of doubt, all of this Section 6 shall apply to VOIP Traffic exchanged between the Parties until such time as the VOIP Order Application is implemented pursuant to Section 3.2 above, at which time all of this Section 6 shall continue to apply to VOIP Traffic except as otherwise provided by implementation of the VOIP Order Application.

7. Points of Interconnection; Mutual POIs. Notwithstanding any other provision in the

interconnection agreement between the parties, any applicable tariff or SGAT, or under Applicable Law, this Section shall set forth the Parties' respective rights and obligations with respect to interconnection architecture.

7.1 Mutual points of interconnection ("POIs") in each LATA in which the Parties exchange traffic shall be established as set forth in this Section 7.

(a) Level 3 shall establish at least one technically feasible point on Verizon's network in each of the Verizon Tandem serving areas in each LATA in which the Parties exchange traffic at which each Party shall deliver its originating traffic to the other Party (such a point, a "mutual POI"). Each mutual POI shall be at the relevant Verizon Tandem Wire Center, unless otherwise agreed to in writing by the Parties. Level 3 shall deliver traffic that is to be terminated through a Verizon End Office to the mutual POI at the Verizon Tandem Wire Center that such Verizon End Office subtends. Each mutual POI established under this Section 7.1(a) may be accomplished by Level 3 through: (1) a collocation site established by Level 3 at the relevant Verizon Tandem Wire Center, (2) a collocation site established by a third party at the relevant Verizon Tandem Wire Center, or (3) transport (and entrance facilities where applicable) ordered and purchased by Level 3 from Verizon at the applicable Verizon intrastate access rates and charges.

- (i) The Parties may use the trunks delivering traffic to the mutual POI to deliver the following types of traffic between their respective Telephone Exchange Service End Users: Local Traffic, ISP-Bound Traffic, VOIP Traffic, tandem transit traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and where agreed to between the Parties and as set forth in subsection (ii) below, IntraLATA and InterLATA toll traffic.
- (ii) Under the architectures described in this Section 7, and subject to mutual agreement of the Parties, either Party may use the trunks delivering traffic to the mutual POI for the termination of intraLATA or interLATA toll traffic in accordance with the terms contained in this Section 7 and pursuant to the other Party's Switched Exchange Access Services Tariffs. If Level 3 seeks for Verizon to deliver intraLATA and interLATA presubscribed traffic originated by Verizon End Users to Level 3 over existing local interconnection architecture, Level 3 shall make a written request of Verizon, and subject to the mutual agreement of the Parties: (i) the Parties will evaluate the feasibility of transporting such traffic in this manner through testing and other means (in which case, all testing and development costs incurred by Verizon shall be borne

by Level 3) and (ii) the Parties shall attempt in good faith to negotiate an amendment to this Attachment to address such traffic.

When toll traffic is delivered over the same trunks as Local and/or ISP-Bound Traffic, any port, transport or other applicable access charges related to the delivery of toll traffic from the mutual POI on Verizon's network in a LATA to the terminating Party's End User shall be prorated so as to apply to the toll traffic.

- (iii) Notwithstanding anything else in this Agreement, Interstate and intrastate Exchange Access, Information Access, exchanges services for Exchange Access or Information Access, and toll traffic, shall be governed by the applicable provisions of this Attachment, the Agreement and applicable Tariffs.

(b) At any time that Level 3 has established a Collocation site at a Verizon End Office Wire Center, then either Party may request that such Level 3 Collocation site be established as a Mutual POI for traffic originated from or terminated to Verizon End Users served by an End Office in the Verizon End Office Wire Center.

(c) In any LATA in which there are fewer than two (2) Verizon Tandems, then in addition to the mutual POI at the Verizon Tandem Wire Center, Verizon may request and Level 3 shall establish an additional mutual POI at any Verizon End Office Wire Center: (i) at any time after the traffic exchanged between Level 3 and Verizon End Users served by the Verizon End Office reaches six (6) DS1s (approximately 1.3 million minutes of use per month) or (ii) at any Verizon End Office which is subtended by remote Verizon End Office(s) (any mutual POI located at a Verizon End Office Wire Center pursuant to this Section 7.1(c), an "Additional Mutual POI"). Verizon also may require the establishment of an Additional Mutual POI at a Verizon End Office other than the serving Verizon End Office, in which case Level 3 shall order Direct End Office Trunks ("DEOTs") from Verizon between the serving Verizon End Office and the Additional Mutual POI, with all costs of the portions of such DEOTs carrying Local Traffic and ISP-Bound Traffic to be borne by Verizon. In the situation described in the foregoing sentence, Level 3 shall be responsible for ordering and providing DEOTs on the Level 3 side of the Additional Mutual POI, with all costs of such DEOTs to be borne by Level 3. Level 3 shall establish any Additional Mutual POI requested by Verizon under this Section 7.1(c) within six (6) months of the date of the request, unless otherwise agreed to by the Parties. Each Additional Mutual POI requested under this Section 7.1(c) may be established by Level 3 through: (i) a collocation site established by Level 3 at the requested Verizon End Office Wire Center, (ii) a collocation site established by a third party at the requested Verizon End Office Wire Center, or (iii) transport (and entrance facilities where applicable) ordered and purchased by Level 3 from Verizon at the

applicable Verizon intrastate access rates and charges. Each Party shall bear its own costs with respect to migration to Additional Mutual POIs established under this Section 7.1(c).

(d) For those Verizon End Offices that subtend a third party Tandem, Verizon may elect to exchange traffic through the third party Tandem or may designate a point on the Verizon network in the relevant Tandem serving area as the relevant mutual POI.

Any point elected by Verizon under this Section 7.1(d) shall be the point at which the Intercarrier Compensation Rates shall be applied. If the designated mutual POI is not at the relevant Tandem, then Level 3 shall hand off direct non-switched trunks to the relevant terminating Verizon End Offices at the mutual POI. For avoidance of doubt, nothing in this Section 7.1(d) shall alter Verizon's ability to require the establishment of Additional Mutual POIs under Section 7.1(c) above. If Verizon elects to exchange traffic through a third party Tandem under this Section 7.1(d), then any transiting, transport or fixed (as prorated) charges imposed by the third party shall be paid by the Party originating the traffic exchanged through the third party Tandem.

(e) Should Level 3 interconnect with any Telecommunications Carrier that is not a Party to this agreement at a point that is not a mutual POI under this Attachment, Verizon may elect to deliver traffic to such point(s) for the NXXs or functionalities served by those Points. To the extent that any such point is not located at a Collocation site at a Verizon Tandem (or Verizon Host End Office), then Level 3 shall permit Verizon to establish physical interconnection at the point, to the extent such physical interconnection is technically feasible.

7.2 Subject to subsections 7.4 and 7.6 below, neither Party may charge (and neither Party shall have an obligation to pay) any recurring fees, charges or the like (including, without limitation, any transport charges), with respect to ISP-Bound Traffic and Local Traffic that either Party delivers at a mutual POI, other than the Intercarrier Compensation Rates; *provided, however*, for the avoidance of any doubt, Level 3 shall also pay Verizon, at the rates set forth in an applicable interconnection agreement between the Parties or applicable Verizon Tariff for any multiplexing, cross connects or other Collocation-related services that Level 3 obtains from Verizon.

7.3 If the traffic destined for an End Office exceeds the CCS busy hour equivalent of two (2) DS1s for any three (3) months in a six (6) month period, Verizon may request Level 3 to order DEOTs to that End Office. Verizon shall be responsible for providing such DEOTs on the Verizon side of the mutual POI, with all costs of the portions of such DEOTs carrying Local Traffic and ISP-Bound Traffic to be borne by Verizon. Level 3 shall be responsible for ordering and providing such DEOTs on the Level 3 side of the mutual POI, with all costs of such DEOTs to be borne by Level 3. After initially establishing DEOTs pursuant to this

subsection, traffic routed to this End Office will be allowed to overflow to the Tandem not to exceed the CCS busy hour equivalent of one (1) DS1. For avoidance of any doubt, neither Party will assess recurring and/or non-recurring charges for the implementation, installation, maintenance and utilization of interconnection trunks and facilities for the portions of such trunks carrying Local and ISP-Bound Traffic on its side of the mutual POI.

7.4 In those LATAs in which the Parties have previously established interconnection at POIs and/or are using interconnection transport and trunking architectures other than as set forth pursuant to the terms of Section 7.1(a), the interconnection transport and trunking architectures shall be governed by this Section 7.4.

- (a) Verizon may require Level 3, via written notice to Level 3, to bring pre-existing interconnection arrangements into compliance with the terms of Section 7.1(a) through one of the following methods:
 - (i) Unless otherwise agreed in writing by the Parties, Level 3 shall implement a physical migration of the pre-existing arrangements to the terms prescribed herein within six (6) months of the date of such notice; or
 - (ii) In lieu of requiring physical rearrangements of pre-existing facilities or where the physical rearrangement has not been completed within six (6) months following such notice, the Parties shall implement a billing arrangement pursuant to which Level 3 shall pay Verizon for the transport (and entrance facilities if provided by Verizon) between each Verizon Tandem (or Additional Mutual POIs at Verizon End Offices in LATAs with less than two (2) Verizon Tandems) and the delivery to or from Level 3 at the Level 3 switch or other location, at the applicable Verizon intrastate access rates and charges.
- (b) With respect to subsection 7.4(a) directly above, each Party shall bear its own costs with respect to any such migration; the Parties will coordinate any such migration, trunk group prioritization, and implementation schedule; and Verizon agrees to develop a cutover plan and to project manage the cutovers with Level 3 participation and agreement.
- (c) *Intentionally left blank.*
- (d) From and after the Effective Date, in any LATA where the Parties have not yet established mutual POIs or Additional Mutual POIs as described in Section 7.1(a) (including, without limitation, the situation presented in subsection 7.4(a) above), Level 3 shall not bill (and Verizon not have any obligation to pay) any fees, charges, or the like (including, without limitation, any transport charges) with respect to such arrangements, and to the extent that Level 3 utilizes transport provided by Verizon

between the Level 3 network and the current point at which the Parties interconnect, Level 3 shall purchase such transport from Verizon at Verizon's tariffed intrastate access rates.

7.5 The Parties recognize that embedded one-way trunks may exist for the exchange of traffic between the Parties. To the extent either Party requires a transition of such one-way trunks to two-way trunks, the Parties agree to negotiate an amendment to set forth the terms and conditions for two-way trunks (if necessary), as well as to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks provided that Verizon shall bill, and Level 3 shall pay, the non-recurring charges for such conversions as set forth in Verizon's applicable tariffs.

7.6 Level 3 may apportion spare capacity on existing access entrance facilities (and/or transport where applicable) purchased by Level 3 between the relevant mutual POIs and/or the Level 3 switch as described in this Section 7; however, any such apportionment shall not affect the rates or charges applied to the relevant facilities.

**VZ/Level 3 Unitary Compensation and Interconnection Architecture
Contract Amendments
Effective 4/1/04**

Unitary Compensation Rate

- Applies to Local and ISP bound traffic (including VFX ISP traffic)
- \$.0005/mou April 1-December 31 2004
- \$.00045/mou January 1-December 31 2005
- \$.0004/mou January 1 2006 through termination
- VZ payment for Local/ISP traffic mous capped based on volume of compensable mous sent to Level 3 between July 1 2002-June 30 2003; caps are 175% in 2004, 200% in 2005, 225% in 2006 and subsequent years
- Prerequisites to VZ payment: if there are outstanding billing disputes on the effective date, no compensation is to be paid for ISP traffic sent to L3 and reciprocal compensation rates apply to Local Traffic and ISP traffic from L3 to VZ; if L3 fails to comply with mutual POI architecture and/or call record requirements, then rate for traffic from VZ to L3 drops to zero (amendment sets dispute resolution process if L3 disagrees)
- Unitary rate does not apply to UNE P traffic

Compensation for VOIP Traffic

- VOIP traffic originating and terminating on the PSTN subject to interstate access (pursuant to FCC order released April 24 2004) subject to negotiation upon any change in law
- Parties do not agree on compensation for other VOIP traffic
- Level 3 to identify and track VOIP traffic originating from or terminating to PSTN
- Level 3 shall pay at least the unitary rate for VOIP traffic to VZ; VZ may bill access
- Parties agree to implement FCC VOIP orders retroactively to effective date of agreement (if FCC acts first on L3 VOIP petition, the parties will then implement any generic FCC VOIP order prospectively from the effective date of the generic order)
 - o If the FCC treats VOIP as Information Service traffic or as Local Traffic, then VOIP traffic shall be subject to \$.0007/mou (if VZ PSTN traffic to L3 VOIP is more than 10% greater than L3 VOIP to VZ PSTN traffic, then the rate paid by VZ for traffic in excess of the 10% imbalance shall be the unitary rate)

Call Records/Jurisdictional and Billing Indicators

- Billing shall be based on call records or other information that allows the receiving party to determine call jurisdiction in accordance with the agreement

- Parties shall not remove, alter, or replace call records or insert call record information that does not correspond to the calling party
- Parties shall pass call records on each call, including VOIP traffic, to the extent technically feasible
- If calls with call record information is greater than 90%, then calls without call record information shall be billed according to the jurisdictional proportion of calls passed with call record information; below 90%, those calls without call record information shall be billed intrastate switched access
- Parties may use auditable PIU/PLU report if the receiving party lacks the ability to bill based on call records

Mutual POI Architecture

- Mutual POIs shall generally be established at each VZ Tandem Wire Center; these may be implemented via collocation or L3 may purchase intrastate access-rated transport from VZ; unitary rate (and no additional charges other than VZ charges for collocation, muxing, and cross connects) applies for Local/ISP Traffic handed off at the terminating mutual POI
- L3 may deliver toll traffic over same trunks as Local/ISP Traffic subject to prorating port, transport, or other applicable access charges
- VZ may request that any L3 end office collocation site be established as the mutual POI for traffic originated from or terminated to that end office
- VZ may request that L3 establish DEOTs from a mutual POI to any end office if traffic from L3 to the end office exceeds 2 DS1s for any 3 months in a 6 month period (DEOTs from mutual POI to end office shall not be charged to L3)
- In LATAs with fewer than 2 VZ tandems, VZ may request additional mutual POIs at any end office where traffic exchanged with L3 reaches 6 DS1s (approximately 1.3M mou/month) or at any host end offices subtended by remote end offices
- For VZ offices subtending a third party tandem, VZ may elect to exchange traffic through the third party tandem, or may designate a point on the VZ network in the relevant tandem serving area (compensation rates apply at the designated point; the originating party pays any transiting fees charged by a third party tandem provider)
- In any LATAs where the parties have previously established a different interconnection architecture, VZ may require L3 to convert to a mutual POI architecture (which L3 shall implement within 6 months, or VZ may bill intrastate access transport and entrance facilities where applicable between the proposed mutual POI and the L3 switch)

Two Way Trunking

- Either party may request a transition from existing one way trunks to two way trunks, subject to negotiation of a transition plan and to applicable VZ NRC conversion charges

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

RECEIVED

NOV 03 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: December 1, 2004

SUBJECT: A-310633F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

DOCKETED
DEC 03 2004

**DOCUMENT
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND
LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL OF AMENDMENT NO. 2 TO
AN INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to the
Pennsylvania Bulletin to be published on December 11, 2004.
Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate
action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

DOCKETED
DEC 03 2004

Joint Petition of Verizon Pennsylvania Inc. and Level 3 Communications, LLC for Approval of Amendment No. 2 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310633F7000.

**DOCUMENT
FOLDER**

Verizon Pennsylvania Inc. and Level 3 Communications, LLC, by its counsel, filed on November 3, 2004, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 2 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and Level 3 Communications, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

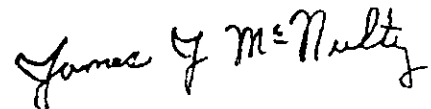
Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

RECEIVED
LEGISLATIVE REFERENCE
BUREAU

04 DEC - 1 PM 12: 59

PA. CODE & BULLETIN

BY THE COMMISSION



James J. McNulty
Secretary

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



1717 Arch Street, 32NW
Philadelphia, PA 19103

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

January 14, 2005

VIA UPS EXPRESS MAIL

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

RECEIVED

JAN 14 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Petition of
Verizon Pennsylvania Inc. and
Level 3 Communications, LLC
for Approval of an Interconnection Agreement
Dkt. No. A-310633 F 7000

DOCUMENT
FOLDER

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 3 to the Interconnection Agreement between Verizon Pennsylvania Inc. and Level 3 Communications, LLC, which Agreement was filed with the Commission on January 26, 2001, with supplementary letter dated February 20, 2001, and approved by the Commission by Order dated April 23, 2001. This Amendment should be attached to and made part of the 2001 filed Agreement. Although the Amendment was effective December 7, 2004, the Amendment was signed by the two parties' signers on December 3, 2004 and December 15, 2004 respectively. Thus, this joint filing is being made within 30 days of the day that the agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Level 3 Communications, LLC.

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

Very truly yours,


Daniel E. Monagle

DEM/slb
Enclosure

cc: Mr. Peter Blissard, Level 3 Communications, LLC
Attached Service List

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JAN 14 2005

AMENDMENT NO. 3

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

LEVEL 3 COMMUNICATIONS, LLC

DOCKETED
FEB 16 2005

DOCUMENT
FOLDER

This Amendment No. 3 (the "Amendment") shall be deemed effective on December 7, 2004 ("Effective Date") by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Level 3 Communications, LLC, a Delaware limited liability company with offices at 1025 Eldorado Boulevard, Broomfield, Colorado 80021 ("Level 3"). Verizon and Level 3 may hereinafter be referred to collectively as the "Parties" and individually as a "Party." This Amendment covers services in the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, Verizon and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 1, 2000 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to exchange certain traffic over Two-Way Traffic Exchange Trunks as set forth in Attachment A to this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in Attachment A shall govern the Parties' mutual rights and obligations with respect to Two-Way Traffic Exchange Trunks.
2. Conflict between this Amendment and the Agreement. This Amendment shall be

deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

LEVEL 3 COMMUNICATIONS, LLC

VERIZON PENNSYLVANIA INC.

By: 

By: 

Printed: Kevin Bostick

Printed: Jeffrey A. Masoner

Title: Senior Vice President

Title: Vice President - Interconnection Services

Date: 12/3/2004

Date: 12/15/04

Attachment A

1. Two-Way Traffic Exchange Trunks.

1.1 The Parties recognize that embedded one-way Traffic Exchange Trunks may exist for the exchange of traffic between the Parties. To the extent either Party requires a transition of such one-way Traffic Exchange Trunks to Two-Way Traffic Exchange Trunks, the Parties agree to negotiate a transition plan to migrate the embedded one-way Traffic Exchange Trunks to Two-Way Traffic Exchange Trunks provided that Verizon shall bill, and Level 3 shall pay, the non-recurring charges for such conversions as set forth in Verizon's applicable Tariffs.

1.2 [Intentionally Left Blank]

1.3 Prior to establishing any Two-Way Traffic Exchange Trunks, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating information such as Centium Call Second (Hundred Call Second) or some other mutually agreed upon data, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Traffic Exchange Trunks and the interface specifications at the POI in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing one-way Traffic Exchange Trunks to Two-Way Traffic Exchange Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such one-way Traffic Exchange Trunks to Two-Way Traffic Exchange Trunks.

1.4 On a semi-annual basis, Level 3 shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that Level 3 anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Level 3 and Verizon. Level 3's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

1.5 The Parties' designated representatives shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

1.6 Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

1.7 With respect to End Office Two-Way Traffic Exchange Trunks, except as otherwise mutually agreed, both Parties shall use an economic Centium Call Second (Hundred Call Second) equal to five (5).

1.8 Each Party agrees to use commercially reasonable efforts to ensure that Two-Way Traffic Exchange Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Each Party agrees to use commercially reasonable efforts to ensure that Two-Way Traffic Exchange Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and Level 3 shall engineer Two-Way Traffic Exchange Trunks using BOC Notes on the LEC Networks SR-TSV-002275 or other mutually agreed upon engineering standard.

1.9 The performance standard for final Two-Way Traffic Exchange Trunk groups shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

1.10 Level 3 shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. Level 3 shall submit ASRs to Verizon to establish Two-Way Traffic Exchange Trunks setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Level 3 shall complete ASRs in accordance with OBF Guidelines as in effect from time to time. Verizon will install Two-Way Traffic Exchange Trunks in accordance with Applicable Law.

1.11 Verizon may (but shall not be obligated to) monitor Two-Way Traffic Exchange Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Traffic Exchange Trunk group and Level 3 has not notified Verizon that it has corrected such blocking, Verizon may submit to Level 3 a Trunk Group Service Request ("TGSR") directing Level 3 to remedy the blocking. Upon receipt of a TGSR, Level 3 will submit an ASR to establish or augment the End Office Two-Way Traffic Exchange Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Traffic Exchange Trunk group with excessive blocking and submit the ASR to Verizon within five (5) business days.

1.12 The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a monthly utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Level 3 will promptly submit an ASR(s) to Verizon for augmentation of all Tandem Two-Way Traffic Exchange Trunk groups that reach a monthly utilization level of eighty percent (80%) with additional trunks sufficient to attain a monthly utilization level of approximately seventy percent (70%), unless the Parties mutually agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a monthly utilization level of less than sixty

percent (60%), unless the Parties mutually agree otherwise, Level 3 will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a monthly utilization level of approximately sixty percent (60%) for each respective group, unless the Parties mutually agree that the Two-Way Traffic Exchange Trunks should not be disconnected. In the event Level 3 fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this Section 1.12, Verizon may submit to Level 3 a TGSR under Section 1.11. If Level 3 fails to submit an ASR within ten (10) business days to disconnect a sufficient number of Traffic Exchange Trunks to attain a monthly utilization level of approximately sixty (60) percent, Verizon may bill Level 3 for the excess Traffic Exchange Trunks at the applicable Verizon rates.

1.13 Because Verizon will not be in control of when and how many Two-Way Traffic Exchange Trunks are established between its network and Level 3's network, Verizon's traffic blockage and any other aspects of its performance that is outside Verizon's control in connection with these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

1.14 Level 3 will route its traffic to Verizon over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP-000191, or other mutually agreed upon standard, including but not limited to those standards requiring that a call from Level 3 to a Verizon End Office will first be routed to the End Office Traffic Exchange Trunk group between Level 3 and the Verizon End Office. Verizon will route its traffic to Level 3 over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP-000191, or other mutually agreed upon standard, including but not limited to those standards requiring that a call from Verizon to a Level 3 End Office will first be routed to the End Office Traffic Exchange Trunk group between Verizon and the Level 3 End Office.

RECEIVED

JAN 14 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SERVICE LIST

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

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

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

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

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

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

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

DATE: January 25, 2005

SUBJECT: A-310633F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

DOCKETED
FEB 16 2005

**DOCUMENT
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND
LEVEL 3 COMMUNICATIONS, LLC. FOR APPROVAL OF AMENDMENT NO. 3
TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to the
Pennsylvania Bulletin to be published on February 5, 2005.
Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate
action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

DOCKETED
FEB 16 2005

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

Docket Number: A-310633F7000.

**DOCUMENT
FOLDER**

Verizon Pennsylvania Inc. and Level 3 Communications, LLC, by its counsel, filed on January 14, 2005, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 3 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and Level 3 Communications, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

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05 JAN 25 PM 12:47
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Daniel E. Monagle
Assistant General Counsel
Pennsylvania

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1717 Arch Street, 32NW
Philadelphia, PA 19103

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

February 11, 2005

VIA UPS OVERNIGHT

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

DOCKETED
MAR 23 2005

RE: Joint Petition of
Verizon Pennsylvania Inc. and
Level 3 Communications, LLC
For Approval of an Interconnection Agreement
Dkt. No. A-310633 F7000

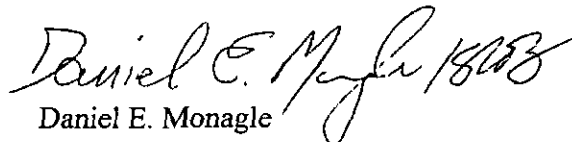
**DOCUMENT
FOLDER**

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order approved on January 13, 2005, the parties in the above-referenced matter were directed to notify the Commission whether a true and correct copy of Amendment No. 2 to the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of Amendment No. 2 is the Amendment which the parties filed on November 3, 2004 and which was the subject of the Commission's Order approved January 13, 2005. In addition, by cc: of this letter an electronic copy of the entire Interconnection Agreement, including Amendment No. 2, in .pdf format, is being sent to the Commission's Office of Special Assistants.

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

Very truly yours,


Daniel E. Monagle

DEM/slb

attachment: Diskette (to OSA only)

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

Mr. Peter Blissard, Level 3 Communications, LLC (w/out diskette)

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FEB 11 2005

PENNSYLVANIA PUBLIC UTILITY COMMISSION

38