**Patty A. Nelson**
Sr. Staff Consultant-
Regulatory

HQE02F66
600 Hidden Ridge
Irving, TX 75038

Phone 972.718.3641
Fax 972.719.7948
nelson.patty@verizon.com

June 26, 2006

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Subject: INTERCONNECTION AGREEMENT BETWEEN VERIZON AND CLEAR RATE COMMUNICATIONS, INC.
MPSC CASE NO. U-14930

Dear Ms. Kunkle:

Enclosed for filing please find an electronic copy of the joint application requesting approval of the Interconnection Agreement between Verizon North Inc. and Contel of the South, Inc. d/b/a Verizon North Systems ("Verizon") and Clear Rate Communications, Inc. ("Clear Rate").

Additional copies of the Interconnection Agreement are available on Verizon's website at:

http://www22.verizon.com/wholesale/library/tariffs/local/1,,contracts-mi_contracts-main,00.html

Sincerely,

Patty A. Nelson

Digitally signed by Patty A. Nelson
DN: CN = Patty A. Nelson, C = US, OU = Verizon
Date: 2006.06.26 12:56:24 -05'00'

Patty A. Nelson

Enclosures

c: Norman C. Witte – Clear Rate – w/encl.

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

| | | |
|---|---|---|
| In the matter of the adoption of an interconnection agreement between **CLEAR RATE COMMUNICATIONS, INC.** and **VERIZON NORTH INC.** and **CONTEL OF THE SOUTH, INC. d/b/a VERIZON NORTH SYSTEMS.** | ) | Case No. U-14930 |

**PROOF OF SERVICE**

STATE OF TEXAS )
) ss
COUNTY OF DALLAS )

Patty A. Nelson, being first duly sworn, deposes and says that on June 26, 2006, a copy of the Interconnection Agreement between Verizon and Clear Rate Communications, Inc. was served upon the following parties via first class mail:

Norman C. Witte
Law Office of Norman C. Witte
119 E. Kalamazoo Street
Lansing, MI 48933

Patty A. Nelson

Digitally signed by Patty A. Nelson
DN: CN = Patty A. Nelson, C = US, OU = Verizon
Date: 2006.06.26 12:56:38 -05'00'

Patty A. Nelson

Subscribed and sworn to before me
this 26th date of June 2006.

Nancy G. Brown

Digitally signed by Nancy G. Brown
DN: CN = Nancy G. Brown, C = US, OU = Verizon
Date: 2006.06.26 12:56:50 -05'00'

Nancy G. Brown, Notary Public
Tarrant County, Texas
My Commission Expires: October 8, 2008

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

| | | |
|---|---|---|
| In Re the Adoption of an Interconnection Agreement By and Between CLEAR RATE COMMUNICATIONS, INC. AND VERIZON NORTH INC., CONTEL OF THE SOUTH, INC., d/b/a VERIZON NORTH SYSTEMS | ) ) ) ) | MPSC Case No. U-14930 |

JOINT APPLICATION
REGARDING AN ADOPTION OF AN INTERCONNECTION AGREEMENT

Verizon North Inc., and Contel of the South, Inc. d/b/a Verizon North Systems (collectively "Verizon"), and Clear Rate Communications, Inc. ("Clear Rate"), as Joint Petitioners pursuant to Section 203(1) of the Michigan Telecommunications Act ("MTA"), as amended, *see* MCL §484.2203(1), and Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 ("Act"), *see* 47 U.S.C. §§252(a)(1) & 252(e), submit this Joint Petition to the Michigan Public Service Commission for its review regarding the adoption of an interconnection agreement between Verizon and Clear Rate on the following grounds:

1. Clear Rate represents that it is a certified provider of telecommunication service in Michigan and that this adoption will cover services only in the State of Michigan.

2. Verizon is an authorized provider of telecommunications services to the public in its various exchanges and zones throughout the State of Michigan.

3. Pursuant to 47 U.S.C. § 252(i), by letter dated April 24, 2006, Clear Rate agreed to adopt the terms of the Interconnection Agreement between Verizon and TelNet Worldwide, Inc. previously approved by the Michigan Public Service Commission ("Underlying Agreement") in Case No U-13931. Subsequently, Verizon and Clear Rate signed a letter relating to Clear Rate's adoption of the terms of the Underlying Agreement. A copy of this letter and the Underlying Agreement are attached as Exhibits 1 & 2, respectively.

4. The Michigan Public Service Commission approved the Underlying Agreement pursuant to Section 252 of the Communications Act of 1934, as amended. Accordingly, Clear Rate has the right to adopt the Underlying Agreement's terms.

5. Subject to the reservation of rights detailed in Exhibit 1, there are no outstanding issues between Verizon and Clear Rate relating to this adoption.

6. Verizon will continue to abide by its obligations to make agreements that are available for adoption pursuant to 47 U.S.C. § 252(i) on the same such terms and conditions to any other duly authorized telecommunications carrier operating within the State of Michigan. Therefore, this filing is not discriminatory.

7. Pursuant to Sections 252(a)(1) and 252(e) of the Act, Clear Rate and Verizon jointly request approval of their Joint Application without any public hearing or formal solicitation of comments. The Application and the Exhibits

provide the Commission with sufficient information to approve the Amendment under the standards of Section 252(e)(2)(A) of the Act.

Respectfully submitted this 22 day of May 2006.

VERIZON NORTH, INC. AND
CONTEL OF THE SOUTH, INC.
D/B/A VERIZON NORTH SYSTEMS

By: _____

A. Randall Vogelzang, (P27998)
Vice President and General Counsel
HQE02H37
600 Hidden Ridge
Irving, TX 75038
Tel. No.: (972) 718-2170

CLEAR RATE COMMUNICATIONS, INC.

By: Thane Namy

Thane Namy
Chief Executive Officer
27400 Northwestern Hwy., Ste. 340
Southfield, MI 48075
tnamy@clearrate.com
Tel. No: (248) 556-4527

# EXHIBIT 1

**Jeffrey A. Masoner**
Vice President
Partner Solutions
Interconnection Services

1310 North Court House Rd.
9th Floor, Room 9E104
Arlington, VA 22201

Tel.: 703 974-4610
Fax: 703 974-0314
jeffrey.a.masoner@verizon.com

April 24, 2006

Thane Namy
CEO
Clear Rate Communications, Inc.
24700 Northwestern Hwy, Suite 340
Southfield, MI 48075

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Namy:

Verizon North Inc., and Contel of the South, Inc., d/b/a Verizon North Systems (collectively "Verizon"), a Wisconsin corporation, with principal place of business at 8001 West Jefferson, Ft. Wayne, IN 46804 and 600 Hidden Ridge, Irving, TX 75038, respectively, has received correspondence stating that Clear Rate Communications, Inc. ("Clear Rate"), a Michigan corporation, with principal place of business at 24700 Northwestern Hwy, Suite 340, Southfield, MI 48075 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the arbitrated Interconnection Agreement between TelNet Worldwide, Inc. ("TelNet") and Verizon that was approved by the Michigan Public Service Commission (the "Commission") as an effective agreement in the State of Michigan in Docket No. U-13931, as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto after giving effect to operation of law (the "Terms"). I understand Clear Rate has a copy of the Terms. Please note the following with respect to Clear Rate's adoption of the Terms.

1. By Clear Rate's countersignature on this letter, Clear Rate hereby represents and agrees to the following six points:

   A. Clear Rate adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Clear Rate shall be substituted in place of TelNet Worldwide, Inc. and TelNet in the Terms wherever appropriate; provided that if a court of competent jurisdiction or the Commission on remand from such court subsequently approves, in a final, non-appealable order, an amendment to the

Terms (an "Conforming Amendment"): 1) the terms of such Conforming Amendment shall be deemed to amend this adoption effective on the latest of (a) the effective date set forth in such Commission order, (b) the effective date of such Commission order and (c) the effective date of this adoption, 2) Clear Rate agrees to be bound by the terms of such Conforming Amendment effective on the latest of (a) the effective date set forth in such Commission order, (b) the effective date of such Commission order and (c) the effective date of this adoption, and 3) Verizon and Clear Rate shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Conforming Amendment effective on the latest of (a) the effective date set forth in such Commission order, (b) the effective date of such Commission order and (c) the effective date of this adoption; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

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

C. Notice to Clear Rate and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Clear Rate Communications, Inc.:

Attention: Thane Namy
CEO
24700 Northwestern Hwy, Suite 340
Southfield, MI 48075
Telephone Number: (248) 556-4527, Ext.: None
Facsimile Number: (248) 556-4534
Internet Address: tnamy@clearrate.com

To Verizon:

Director- Contract Performance Management & Negotiations
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

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

D. Clear Rate represents and warrants that it is a certified provider of local telecommunications service in the State of Michigan, and that its adoption of the Terms will cover services in the State of Michigan only.

E. In the event an interconnection agreement between Verizon and Clear Rate is currently in effect in the State of Michigan (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. Clear Rate's adoption of the Terms shall become effective on April 11, 2006. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Clear Rate as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Clear Rate's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on April 26, 2008.

2. As the Terms are being adopted by Clear Rate pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. U-13931, or to seek review in any way of any provisions included in the Terms as a result of Clear Rate's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. U-13931 (the TelNet arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Verizon reserves the right to deny Clear Rate's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to Clear Rate are greater than the costs of providing them to TelNet;

B. if the provision of the Terms to Clear Rate is not technically feasible; and/or

C. to the extent that Verizon otherwise is not required to make the Terms available to Clear Rate under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under

section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.[1] Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.[2] Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.[3] In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.[4]

6. Should Clear Rate attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against Clear Rate under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Clear Rate's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Clear Rate resulting from Clear Rate's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

---

[1] Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) *("FCC Remand Order")* ¶44*, remanded, WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC,* No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

[2] For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

[3] See, e.g., 47 C.F.R. Section 51.809(c).

[4] *FCC Internet Order* ¶ 82.

**SIGNATURE PAGE**

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

Sincerely,

VERIZON NORTH INC. AND
CONTEL OF THE SOUTH, INC., D/B/A VERIZON NORTH SYSTEMS

Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

CLEAR RATE COMMUNICATIONS, INC.

Thane Namy
CEO

c: Kathy Robertson - Verizon

# EXHIBIT 2

**AMENDED, EXTENDED AND RESTATED AGREEMENT**

**by and between**

**TELNET WORLDWIDE, INC.**

**and**

**VERIZON NORTH INC.**
**CONTEL OF THE SOUTH, INC., D/B/A VERIZON NORTH SYSTEMS**

**FOR THE STATE OF**

**MICHIGAN**

## TABLE OF CONTENTS


**AMENDED, EXTENDED AND RESTATED AGREEMENT ..... 1**

**1. The Agreement ..... 1**

**2. Term and Termination ..... 2**

**3. Glossary and Attachments ..... 2**

**4. Applicable Law ..... 3**

**5. Assignment ..... 4**

**6. Assurance of Payment ..... 4**

**7. Audits ..... 4**

**8. Authorization ..... 5**

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

**10. Confidentiality ..... 7**

**11. Counterparts ..... 9**

**12. Default ..... 9**

**13. Discontinuance of Service by TelNet ..... 9**

**14. Dispute Resolution ..... 10**

**15. Force Majeure ..... 10**

**16. Forecasts ..... 11**

**17. Fraud ..... 11**

**18. Good Faith Performance ..... 11**

**19. Headings and References to the Arbitration Award in Case No. U-13931 ..... 11**

**20. Indemnification ..... 11**

**21. Insurance ..... 13**

**22. Intellectual Property ..... 14**

**23. Joint Work Product ..... 15**

**24. Law Enforcement ..... 15**

**25. Liability ..... 15**

**26. Network Management ..... 16**

27. Non-Exclusive Remedies ..... 17
28. Notice of Network Changes ..... 17
29. Notices ..... 18
30. Ordering and Maintenance ..... 19
31. Performance Standards ..... 19
32. Point of Contact for TelNet Customers ..... 20
33. Predecessor Agreements ..... 21
34. Publicity and Use of Trademarks or Service Marks ..... 21
35. References ..... 21
36. Relationship of the Parties ..... 22
37. Reservation of Rights ..... 22
38. Subcontractors ..... 23
39. Successors and Assigns ..... 23
40. Survival ..... 23
41. Taxes ..... 23
42. Technology Upgrades ..... 25
43. Territory ..... 25
44. Third Party Beneficiaries ..... 26
45. 251 and 271 Requirements ..... 26
46. 252(i) Obligations ..... 26
47. Use of Service ..... 26
48. Waiver ..... 26
49. Warranties ..... 26
50. [Intentionally Left Blank] ..... 26
51. Purchase from Tariff ..... 26
52. Negotiations for Successor Agreement ..... 27

SIGNATURE PAGE ..... 28

GLOSSARY ..... 29

1. General Rule ..... 29

2. Definitions ..... 29

ADDITIONAL SERVICES ATTACHMENT ..... 42

1. Alternate Billed Calls ..... 42

2. Dialing Parity - Section 251(b)(3) ..... 42

3. Directory Assistance (DA) and Operator Services (OS) and Busy Line Verification (BLV)/Busy Line Verification Interrupt (BLVI) Services ..... 42

4. Directory Listing and Directory Distribution ..... 42

5. Voice Information Service Traffic ..... 45

6. Intercept and Referral Announcements ..... 45

7. Originating Line Number Screening (OLNS) ..... 46

8. Operations Support Systems (OSS) Services ..... 46

9. Poles, Ducts, Conduits and Rights-of-Way ..... 52

10. Telephone Numbers ..... 52

11. Routing for Operator Services and Directory Assistance Traffic ..... 53

12. Good Faith Performance ..... 53

INTERCONNECTION ATTACHMENT ..... 54

1. General ..... 54

2. Points of Interconnection and Trunk Types ..... 54

3. Alternative Interconnection Arrangements ..... 58

4. Initiating Interconnection ..... 58

5. Transmission and Routing of Telephone Exchange Service Traffic ..... 59

6. Traffic Measurement and Billing over Traffic Exchange Trunks ..... 60

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act ..... 61

8. Other Types of Traffic ..... 62

9. Transmission and Routing of Exchange Access Traffic ..... 63

10. Meet-Point Billing Arrangements ..... 63

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic ..... 66

12. Tandem Transit Traffic Service ("Transit Service") ....67

13. Number Resources, Rate Center Areas and Routing Points ....69

14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair ....69

15. Number Portability - Section 251(B)(2) ....71

16. Transport and Termination of Certain Traffic Without Interconnection ....74

17. Good Faith Performance ....75

18. Additional Switches ....75

RESALE ATTACHMENT ....76

1. General ....76

2. Use of Verizon Telecommunications Services ....76

3. Availability of Verizon Telecommunications Services ....77

4. Responsibility for Charges ....77

5. Operations Matters ....77

6. Rates and Charges ....78

7. Good Faith Performance ....78

NETWORK ELEMENTS ATTACHMENT ....80

1. General ....80

2. Verizon's Provision of Network Elements ....82

3. Loop Transmission Types ....82

4. Line Sharing ....89

5. Line Splitting ....96

6. Sub-Loop ....97

7. [Intentionally Left Blank] ....100

8. Dark Fiber ....100

9. Network Interface Device ....108

10. Unbundled Switching Elements ....110

11. Unbundled Interoffice Facilities ....111

12. Signaling Networks and Call-Related Databases ..... 111

13. Operations Support Systems ..... 113

14. Availability of Other Network Elements on an Unbundled Basis ..... 113

15. Maintenance of Network Elements ..... 114

16. [Intentionally Left Blank] ..... 115

17. Rates and Charges ..... 115

18. Good Faith Performance ..... 115

COLLOCATION ATTACHMENT ..... 116

1. Verizon's Provision of Collocation ..... 116

APPENDIX A TO THE COLLOCATION ATTACHMENT ..... 118

911 ATTACHMENT ..... 119

1. 911/E-911 Arrangements ..... 119

2. Electronic Interface ..... 119

3. 911 Interconnection ..... 120

4. 911 Facilities ..... 120

5. Local Number Portability for use with 911 ..... 120

6. PSAP Coordination ..... 120

7. 911 Compensation ..... 120

8. 911 Rules and Regulations ..... 120

9. Good Faith Performance ..... 121

PRICING ATTACHMENT ..... 122

1. General ..... 122

2. Verizon Telecommunications Services Provided to TelNet for Resale Pursuant to the Resale Attachment ..... 122

3. TelNet Prices ..... 124

4. [Intentionally Left Blank] ..... 124

5. Regulatory Review of Prices ..... 124

APPENDIX A TO THE PRICING ATTACHMENT ..... 125

# AMENDED, EXTENDED AND RESTATED AGREEMENT

## PREFACE

This Amended, Extended and Restated Agreement ("Agreement") shall be deemed effective as of April 27, 2005 (the "Effective Date"), between TelNet Worldwide, Inc. ("TelNet"), a corporation organized under the laws of the State of Michigan, with offices at 5455 Corporate Drive, Suite 206, Troy, MI 48098 and Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems ("Verizon"), a corporation organized under the laws of the State of Wisconsin with offices at 100 Executive Drive, Marion, OH 43302 (Verizon and TelNet may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and TelNet 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 into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that 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, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and TelNet.

1.4 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 April 26, 2008 (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 TelNet 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 TelNet or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either TelNet 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), in accordance with the arbitration award in Case No. U-13931, this Agreement shall remain in effect until the effective date of a new interconnection agreement between TelNet and Verizon.

2.4 If either TelNet 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 TelNet nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT). In situations where Verizon has provided notice of termination and where Services are being provided under this Agreement, if no request for negotiations nor request for Services to continue pursuant to Tariff or a SGAT has been received within 30 days of the scheduled termination date, Verizon prior to terminating Services shall communicate in writing with TelNet regarding the impending termination of Services.

## 3. Glossary and Attachments

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

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

## 4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Michigan, 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 Subject to Section 4.7, if any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, a question arises as to the legal obligations of Verizon to provide any service, payment or benefit, Verizon shall continue to provide all services, payments and benefits provided for under this Agreement unless the legislative, judicial, regulatory, or other governmental decision, order, determination, action or change in Applicable law is (i) precedentially binding in Michigan; and (ii) specifically authorizes Verizon to discontinue providing such services, payments or benefits before the expiration of an existing interconnection agreement.

## 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

Upon request by Verizon, TelNet shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if TelNet (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to TelNet by Verizon, or (c) 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. Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to TelNet in connection with this Agreement. Verizon may (but is not obligated to) draw on the letter of credit upon notice to TelNet in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. If TelNet fails to timely pay (x) two (2) or more bills (in respect of amounts not subject to a bona fide dispute) that Verizon renders at any time during any sixty (60) day period or (y) three (3) or more bills (in respect of amounts not subject to a bona fide dispute) that Verizon renders at any time during any one hundred eighty (180) day period, Verizon may, at its option, demand (and TelNet shall provide for the following twelve months) additional assurance of payment, consisting of monthly advanced payments of estimated charges, as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to TelNet in connection with this Agreement, with appropriate true-up against actual billed charges no more frequently than once per calendar quarter; provided, however, that TelNet shall not be required to provide the foregoing additional assurance of payment if the total amount of the unpaid bills represents less than five percent (5%) of the total amount of Verizon's bills rendered to TelNet hereunder during the relevant period that are not subject to a bona fide dispute. The fact that a letter of credit or other security is requested by Verizon hereunder shall in no way relieve TelNet from compliance with Verizon's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the services, facilities or arrangements rendered.

## 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 State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 TelNet represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 TelNet Certification.

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

provided that if TelNet fails to remain current on its payments to Verizon, Verizon may require TelNet to make future payments under this Agreement by electronic funds transfer. TelNet may remain current by paying all undisputed amounts (i.e., all billed amounts that are not subject to a bona fide good faith dispute in accordance with Section 9.3) on or before their Due Date.

9.3 It is the intent of both Parties to submit timely and accurate statements of charges. Failure by either party to present statements to the other Party or failure to bill for certain services within 60 days shall constitute waiver of the right to payment of the incurred charges, except that charges may be billed after the 60 day period if the failure to bill is discovered in the course of an audit. Upon request by either Party, the Parties shall participate in good faith negotiations to establish bill closure procedures unless, at the time of such request, an industry forum has been established to address such requested bill closure, in which event each of the Parties shall participate in such forum. In accordance with the arbitration award in Case No. U-13931, in no event, however, may a statement be presented to the other party more than twelve (12) months after the date the charges are incurred, unless such back-billing is necessitated by the fraud or intentional misconduct of the billed party or a related third party.

9.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. Nothing herein shall limit the time under Applicable Law within which either Party may dispute any bill, it being understood that payment of any amounts under this Section, unless otherwise indicated, does not constitute a waiver of either Party's rights under Applicable Law to contest its obligation to pay any amounts allegedly owed under this Agreement.

9.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amount, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

9.6 If the Parties are unable to resolve issues related to the Disputed Amount within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Subsection.9.5, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to in Section.9.5, then either Party may pursue dispute resolution pursuant to Section 14, if applicable, or file a complaint with the Commission to resolve such issues, or proceed with any other remedy pursuant to law or equity.

9.7 The Parties agree that all negotiations pursuant to this Subsection 9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

9.8 Charges, which are not paid by the payment date as set forth in Section 9.2 above, shall be subject to a late payment charge. The late payment charge shall be an amount specified by the Billing Party, which shall not exceed a rate of one and one half percent (1½ %) of the overdue amount (including any unpaid previously billed late payment charges) per month. If the Non-Paying Party disputes charges in accordance with this Section 9, and the dispute is finally resolved in favor of such Party, the Billing Party shall credit the account of the Non-Paying Party for the subject amount (including any applicable late payment charges assessed thereon) finally adjudged in its favor and, if the Non-Paying Party in any case paid to the Billing Party some or all of such subject amount (including any applicable late payment charges assessed thereon) finally adjudged in its favor, the Billing Party shall refund such amount to the Non-Paying Party.

## 10. Confidentiality

10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement;

10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

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

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

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

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information, which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

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

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

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from

the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

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

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

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

10.4.4 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 TelNet**

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

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

13.3 Should a TelNet Customer subsequently become a Verizon Customer, TelNet shall provide Verizon with all information necessary for Verizon to establish service for the TelNet Customer, including, but not limited to, the TelNet

Customer's billed name, listed name, service address, and billing address, and the services being provided to the TelNet 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.

14.3 Nothing herein shall preclude a Party from filing a request for an injunction, TRO, or complaint for emergency relief or taking any other action available to it under Applicable Law during the 45-day window contemplated in Section 14.1 in the event that such Party reasonably believes that it will be irreparably harmed by complying with the 45-day negotiation period set forth in Section 14.1, provided that it shall give the other Party commercially reasonable advance notice of a filing.

## 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 reasonable request by Verizon, TelNet shall provide to Verizon forecasts regarding the Services that TelNet expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that TelNet expects to purchase and the locations where such Services will be purchased.

**17. Fraud**

Each Party assumes responsibility for all fraud associated with its Customers and accounts and neither Party shall bear responsibility for, nor have an obligation to make adjustments to the other Party's accounts in cases of, fraud by the other Party's Customers or other third parties. The Parties shall work cooperatively in a commercially reasonable manner to minimize and to investigate fraud associated with third number billed calls, calling card calls, and other services related to this Agreement; provided that, nothing in this section shall require a Party (a) to deploy new systems or facilities or (b) to take action with regard to minimizing or investigating fraud beyond that which it regularly provides at no charge to Telecommunications Carriers who are not parties to this Agreement.

**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. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Michigan a service or arrangement offered under this Agreement, Verizon reserves the right to negotiate in good faith with TelNet reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

**19. Headings and References to the Arbitration Award in Case No. U-13931**

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. Likewise, any reference in this Agreement to the arbitration award in Case No. U-13931 (including those using the phrases "in accordance with", "pursuant to" and the like) is for Verizon's convenience of reference as to the origin of the contract language appearing in the Agreement and is not intended to substantively affect the Agreement.

**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 (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

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

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

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

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

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

20.5 In accordance with the arbitration award in Case No. U-13931, if TelNet is found to have violated the MPSC's Quality of Service Rules and Verizon was the cause of the violation, in whole or part, Verizon shall indemnify and reimburse TelNet for any fines or other costs imposed upon TelNet or incurred by TelNet as a result of the violation in proportion to Verizon's contributory actions or omissions. For purposes of this subsection 20.5, the term "costs" shall be limited to credits or charges set forth in Proposed Rule 81 of the Commission's Rules of Practice and Procedures, which provided as follows: Unless the terms of a written agreement between 2 providers specifically state otherwise, in any situation where an underlying provider has contracted to provide a service to a customer's provider, if the failure of the underlying provider to support the service results in the customer's provider granting any credit, including an offset to the customer's bill, or waiving any charges to comply with R 484.454 through R 484.459, then the customer's provider shall have recourse against the underlying provider for the amount of any credits or charges that were waived.

## 21. Insurance

In accordance with the arbitration award in Case No. U-13931:

21.1 TelNet shall keep and maintain in force at TelNet's expense all insurance required by Applicable Law. Commercial General Liability Insurance in the amount of at least $5,000,000 and Worker's Compensation Insurance. Upon request from Verizon, TelNet shall provide Verizon with evidence of such insurance (which may be provided through a program of self-insurance).

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.

21.3 TelNet shall name Verizon as an additional insured on the foregoing liability insurance.

21.4 TelNet shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, TelNet 's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Contract Performance & Administration, Verizon Wholesale Markets, 600 Hidden Ridge, HQEWMNOTICES, Irving. TX 75038.

21.5 [Intentionally Left Blank]

21.6 If TelNet fails to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may (but shall not be obligated to) purchase such insurance and TelNet shall reimburse Verizon for the cost of the insurance.

21.7 Certificates furnished by TelNet shall contain a clause stating: "Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems 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 TelNet 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 TelNet, directly or through a third party, of any such terms, conditions or restrictions that may limit any TelNet use of a Service provided by Verizon that is otherwise permitted by this Agreement. At TelNet'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 TelNet 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. TelNet 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. TelNet and Verizon will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this

desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with 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 taken other actions, if any, required by Applicable Law; 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, or (d) by facsimile telecopy, 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 TelNet:

Mark Iannuzzi
5455 Corporate Drive
Suite 206
Troy, MI 48098
Telephone Number: (248) 485-1000
Facsimile Number: (248) 485-1050
Internet Address: mark.iannuzzi@telnetww.com

To Verizon:

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

with a copy to:

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

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

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via 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, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business

Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

**30. Ordering and Maintenance**

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

**31. Performance Standards**

31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

31.2 TelNet shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

31.3 Merger Order Performance Plan. To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements),: and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan", of the Merger Order, Verizon shall provide performance measurement results to TelNet.

(a) As used in this Section 31.3, "the Merger Order Performance Plan Provisions" shall mean and include Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)" (15 FCC Rcd at 14293-14295), and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan" (15 FCC Rcd at 14332-14431), of the Merger Order.

(b) Subject to Sections 31.3 (c) through (e), below, to the extent required by the Merger Order Performance Plan Provisions, Verizon shall provide performance measurement results to TelNet. Subject to Sections 31.3(c) through (e), below, Verizon shall provide performance measurement results to TelNet as required by the Merger Order Performance Plan Provisions for the period that this Agreement remains in effect between the Parties, even if the obligation to provide performance measurement results pursuant to the Merger Order Performance Plan Provisions may have ended on an earlier date under Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," Paragraph 17 (15 FCC Rcd at 14294). Performance measurement results will be provided to TelNet only for the State of Michigan.

(c) The measurements provided for in the Merger Order Performance Plan Provisions shall be subject to change from time-to-time as provided in the Merger Order Performance Plan Provisions. In addition, on and after June 1, 2004, from time-to-time upon thirty (30) days prior written notice to TelNet, Verizon may (but shall not be obligated to) revise any measurement provided for in the Merger Order Performance Plan Provisions, (a) to apply to that measurement revisions that have been made to the comparable measurement (or provisions related to the comparable measurement) in the California Public Utilities Commission carrier-to-carrier service quality measurement plan for Verizon California Inc.* or that have been made to the comparable measurement (or provisions related to

the comparable measurement) in the New York Public Service Commission carrier-to-carrier service quality measurement plan for Verizon New York Inc.,** or (b) to conform that measurement to the comparable measurement (or provisions related to the comparable measurement) in the California Public Utilities Commission carrier-to-carrier service quality measurement plan applicable to Verizon California Inc. or to the comparable measurement (or provisions related to the comparable measurement) in the New York Public Service Commission carrier-to-carrier service quality measurement plan applicable to Verizon New York Inc.

(d) Any carrier-to-carrier service quality measurement plan and performance remedy plan that might be adopted or approved by the Commission at any future date will apply notwithstanding Verizon's voluntary reporting of its performance under other provisions of this section. If a carrier-to-carrier service quality measurement plan applicable to Verizon for Michigan is adopted, required, approved or allowed to go into effect by the Commission or the FCC when Verizon begins to report performance measurement results under such plan, Verizon may terminate its provision of performance measurement results to TelNet pursuant to this Section 31.3.

(e) For avoidance of doubt:

(i) Nothing in this Section 31.3 shall extend or expand in duration, scope or otherwise, Verizon's financial or payment obligations (including, but not limited to, any payments, credits, remedies, penalties, incentives, or other financial benefits of any type) under the Merger Order Performance Plan Provisions; and

(ii) Nothing in this Section 31.3 or the Merger Order Performance Plan Provisions shall require or obligate Verizon to provide or pay any payments, credits, remedies, penalties, incentives, or other financial benefits to TelNet.

* "California OSS OII Performance Measurements, Joint Partial Settlement Agreement" ("CA Measurements Plan"), adopted in the California Public Utilities Commission proceeding "Order Instituting Rulemaking on the Commission's Own Motion into Monitoring Performance of Operations Support Systems," Rulemaking 97-10-016, and "Order Instituting Investigation on the Commission's Own Motion into Monitoring Performance of Operations Support Systems," Investigation 97-10-017, as such "CA Measurements Plan" is modified or replaced by the California Public Utilities Commission from time-to-time.

** "New York State Carrier-to-Carrier Guidelines Performance Standards and Reports, Verizon Reports" ("NY Guidelines"), adopted in the New York Public Service Commission proceeding "Proceeding on Motion of the Commission to Review Service Quality Standards for Telephone Companies," Case 97-C-0139, as such "NY Guidelines" are modified or replaced by the New York Public Service Commission from time-to-time.

## 32. Point of Contact for TelNet Customers

32.1 Each Party shall establish telephone numbers and mailing addresses at which its Customers may communicate with it and shall advise its Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by the Parties, neither Party shall have any obligation, and may decline, to accept a communication from the other Party's Customer, including, but not limited to, a TelNet Customer request for repair or maintenance of a Verizon Service provided to TelNet.

## 33. Predecessor Agreements

33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:

33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of Michigan pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; 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 State of Michigan pursuant to Section 252 of the Act and in effect 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; (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; and (e) to collect debts owed to it under any prior interconnection or resale agreements. 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 TelNet acknowledges TelNet has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions, which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

**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 <u>In General</u>. 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 <u>Taxes Imposed on the Providing Party</u>. 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 from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for 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 unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled 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 TelNet:

Mark Iannuzzi
5455 Corporate Drive
Suite 206
Troy, Michigan 48098

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 TelNet'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. TelNet shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

## 43. Territory

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

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide TelNet with at least 90 calendar days prior

written notice of such termination, which shall be effective upon the date specified in the notice.

**44. Third Party Beneficiaries**

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

**45. 251 and 271 Requirements**

45.1 [Intentionally Left Blank.]

45.2 [Intentionally Left Blank.]

**46. 252(i) Obligations**

46.1 To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by TelNet of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, TelNet shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

**47. Use of Service**

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

**48. Waiver**

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

**49. Warranties**

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

**50. [Intentionally Left Blank]**

**51. Purchase from Tariff**

Pursuant to the arbitration award in case No. U-13931, TelNet may buy any Verizon service, resale or retail, from any tariff in effect on the date of the placement of the order or may buy any Service described in this Agreement at the prices set forth in the Pricing Attachment.

**52. Negotiations for Successor Agreement**

Pursuant to the arbitration award in case No U-13931, in negotiating a successor agreement to the Agreement, the Agreement shall be the baseline agreement to be used for commencement of negotiation. Any Party desiring to modify or delete a provision in the instant agreement shall provide a redlined agreement showing the proposed modification or deletion. Any party desiring to add a provision to the instant agreement shall in the redlined agreement insert the proposed addition at an appropriate location.

## SIGNATURE PAGE

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

| | |
|---|---|
| **TELNET WORLDWIDE, INC.** | **VERIZON NORTH INC.**<br>**CONTEL OF THE SOUTH, INC., D/B/A VERIZON NORTH SYSTEMS** |
| By: _____ | By: _____ |
| Printed: Mark Iannuzzi | Printed: Jeffrey A. Masoner |
| Title: President | Title: Vice President - Interconnection Services |

## GLOSSARY

### 1. General Rule

1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to terms when they are used in the Principal Document. Terms when used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### 2. Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

2.2 Advanced Services.

As a general matter, shall have the meaning set forth by the FCC.

2.3 Affiliate.

Shall have the meaning set forth in the Act.

2.4 Agent.

An agent or servant.

2.5 Agreement.

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

2.6 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing

requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 5 of the Additional Services Attachment.

2.7 ANI (Automatic Number Identification).

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

2.8 Applicable Law.

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

2.9 ASR (Access Service Request).

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

2.10 BFR (Bona Fide Request).

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

2.11 Business Day.

Monday through Friday, except for holidays observed by Verizon.

2.12 Busy Line Verification or BLV

This is an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

2.13 Busy Live Verification Interrupt or BLVI

This means a service that may be requested and provided when BLV has determined that a line is busy due toan ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

2.14 Calendar Quarter.

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

2.15 Calendar Year.

January through December.

2.16 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.

2.17 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.

2.18 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 a combination End Office/Tandem Office Switch.

2.19 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).

2.20 CLEC (Competitive Local Exchange Carrier).

The term "Competitive Local Exchange Carrier" (CLEC) denotes a facilities or non facilities based telecommunications carrier that provides local exchange telecommunications services under the terms of a license granted by the Michigan Public Service Commission, within the State of Michigan, in service areas already served by an existing licensed Incumbent Local Exchange Carrier (LEC). TelNet is or shortly will become a CLEC.

2.21 CLLI Codes.

Common Language Location Identifier Codes.

2.22 CMDS (Centralized Message Distribution System).

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

2.23 Collocation

Collocation shall have the meaning set forth in the Act and FCC Regulations.

2.24 Commission.

Michigan Public Service Commission.

2.25 CPN (Calling Party Number).

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

2.26 CPNI (Customer Proprietary Network Information).

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

2.27 Cross Connection.

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

2.28 Customer.

A third party residence or business end-user subscriber to Telecommunications Services provided by either of the Parties; another carrier may be a "Customer" only to the extent permitted by Applicable Law.

2.29 Dark Fiber IOF (Dark Fiber Interoffice Facility).

Consists of fiber strand(s) that are located within a fiber optic cable between either (a) accessible terminals in two or more Verizon Central Offices or (b) an accessible terminal in a Verizon Central Office and an accessible terminal in a TelNet Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

2.30 Dark Fiber Loop.

Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's accessible terminal located in Verizon's main termination point at a Customer premises, such as a fiber patch panel, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.31 Dark Fiber Sub-Loop.

Consists of fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's accessible terminal located within a Verizon Wire Center, and Verizon's accessible terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's accessible terminal at a Verizon remote terminal equipment enclosure and Verizon's accessible terminal located in Verizon's main termination point located within a Customer premises, or (c) between Verizon's accessible terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.32 Digital Signal Level.

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

2.33 DS0 (Digital Signal Level 0).

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

2.34 DS1 (Digital Signal Level 1).

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

2.35 DS3 (Digital Signal Level 3).

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

2.36 EMI (Exchange Message Interface).

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

2.37 End Office Switch or End Office.

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.38 Entrance Facility.

The facilities 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 Extended Local Calling Scope Arrangement.

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

2.41 FCC.

The Federal Communications Commission.

2.42 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

2.43 FCC Regulations.

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

2.44 House and Riser Cable.

A two-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 NID) if the

NID is located at such Rate Demarcation Point).

2.45 IDLC (Integrated Digital Loop Carrier).

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

2.46 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.47 ISP-Bound Traffic

“ISP-Bound Traffic” shall have the meaning prescribed by the FCC in the FCC Internet Order. For avoidance of doubt, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered ISP-Bound Traffic.

2.48 Information Access.

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 a provider of Internet access or Internet transmission services.

2.49 Inside Wire or Inside Wiring.

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

2.50 InterLATA Service.

Shall have the meaning set forth in the Act.

2.51 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.52 [Intentionally Left Blank].

2.53 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).

2.54 IXC (Interexchange Carrier).

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

2.55 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.56 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.57 LERG (Local Exchange Routing Guide).

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

2.58 LIDB (Line Information Data Base).

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

2.59 Line Side.

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

2.60 Loop.

A transmission path that extends from a Main Distribution Frame 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.

2.61 LSR (Local Service Request).

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

2.62 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.

2.63 MECAB (Multiple Exchange Carrier Access Billing).

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

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

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

2.65 Merger Order.

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

2.66 NANP (North American Numbering Plan).

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

2.67 Network Element.

Shall have the meaning stated in the Act.

2.68 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 an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.69 NPA (Numbering Plan Area).

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

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

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.71 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), including an ASAR, LSR, BFR, TGSR or any other valid mechanism to procure services or products.

2.72 Originating Switched Access Detail Usage Data.

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

2.73 POI (Point of Interconnection).

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

2.74 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.

2.75 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.

2.76 Providing Party.

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

2.77 Purchasing Party.

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

2.78 Rate Center Area.

The geographic area that has been identified for a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. Each NPA-NXX code must be assigned to a single Rate Center Area and may not be assigned to multiple Rate Center Areas.

2.79 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection."

2.80 Rate Demarcation Point.

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

2.81 Reciprocal Compensation.

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

2.82 Reciprocal Compensation Traffic.

Reciprocal Compensation Traffic shall mean traffic for which Reciprocal Compensation is due to the terminating party as prescribed by the FCC and the Act.

2.83 Retail Prices.

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

2.84 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.85 Service.

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

2.86 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 TelNet currently utilize this out-of-band signaling protocol.

2.87 Subsidiary.

A corporation or other person that is controlled by a Party.

2.88 Sub-Loop Distribution Facility.

A two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface ("FDI") and the Rate Demarcation Point for such facility (or NID if the NID is located at such Rate Demarcation Point).

2.89 Sub-Loop Feeder Facility.

A DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon End Office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such End Office or a Verizon FDI that subtends the End Office.

2.90 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.

2.91 Tandem Switch.

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

2.92 Tariff.

Tariff means any applicable federal or state tariff of a Party, as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include any Statement of Generally Available Terms and Conditions (SGAT) which, Verizon has filed or may file pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

2.93 Telcordia Technologies.

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

2.94 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.95 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.96 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.97 Terminating Switched Access Detail Usage Data.

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

2.98 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.

2.99 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, ISP-Bound 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.

2.100 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses 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.

2.101 Percent Interstate Usage/Traffic Factor 1.

Percent Interstate Usage/Traffic Factor 1 or "PIU" is 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. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

2.102 Percent Local Usage/Traffic Factor 2.

Percent Local Usage/Traffic Factor 2 or "PLU" is a factor that is used to determine the portion of minutes exchanged via Traffic Exchange Trunks that are Reciprocal Compensation Traffic and ISP-bound Traffic. PLU is developed from the measurement of calls in which the calling and called party are located within a given local calling area or expanded area service area as determined by the calling and called NPA/NXX's. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

2.103 Trunk Side.

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

2.104 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital.

2.105 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.

2.106 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.

2.107 Wire Center.

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

2.108 xDSL.

As defined and offered in this Agreement. The small “x” before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL “flavor.”

## ADDITIONAL SERVICES ATTACHMENT

### 1. Alternate Billed Calls

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

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

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

### 3. Directory Assistance (DA) and Operator Services (OS) and Busy Line Verification (BLV)/Busy Line Verification Interrupt (BLVI) Services

3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

3.2 If a request is made pursuant to Section 3.1, the requesting Party shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

3.3 Either Party may elect to request that the other Party provide BLV/BLVI services. If either Party makes such a request, the Parties shall enter into good faith negotiations to establish nondiscriminatory rates, terms and conditions governing the offer of such services. Neither Party shall be compelled to request BLV/BLVI services from the other or to provide such services without compensation. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the applicable trunk group(s) using network-routable access codes published in the LERG.

### 4. Directory Listing and Directory Distribution

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

4.1 Listing Information.

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

4.2 Listing Information Supply.

TelNet shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each TelNet Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. TelNet shall also provide to Verizon on a regular basis: (a) information showing TelNet Customers who have disconnected or terminated their service with TelNet; and (b) delivery information for each non-listed or non-published TelNet Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to TelNet (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

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

4.4 Verizon Information.

Upon request by TelNet, Verizon shall make available to TelNet the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to TelNet, upon written request, a copy of Verizon's alphabetical listings standards and specifications handbook.

4.5 Confidentiality of Listing Information.

Verizon shall accord TelNet Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall include and use TelNet's Listing Information in Verizon's directories and directory assistance services without separately identifying TelNet customers, and may license TelNet listings to others for such directory related or CNAM/LIDB purposes. The names of TelNet customers may not be sold or used for direct marketing purposes. Verizon shall not be obligated to compensate TelNet for Verizon's use or licensing of TelNet Listing Information.

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of TelNet Customer listings. At TelNet's request, Verizon shall provide TelNet with a report of all TelNet Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Verizon shall process any corrections made by TelNet with respect to its listings,

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

4.7 Indemnification.

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

4.8 Liability.

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

4.9 Service Information Pages.

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

4.10 Directory Publication.

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

4.11 Other Directory Services.

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

## 5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of ISP-Bound Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

5.2 If a TelNet Customer is served by resold Verizon dial tone line Telecommunications Service or a Verizon Local Switching UNE, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service or UNE to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, TelNet shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to TelNet. TelNet shall pay Verizon such charges in full regardless of whether or not TelNet collects such charges from its Customer.

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

## 6. Intercept and Referral Announcements

6.1 When a Customer changes its service provider from Verizon to TelNet, or from TelNet to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

## 7. Originating Line Number Screening (OLNS)

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

## 8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of TelNet Usage Information to TelNet pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.

8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to TelNet.

8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, TelNet 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 TelNet Customer accessed by, or disclosed or provided to, TelNet through or as a part of Verizon OSS Services; and, (b) any TelNet Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, TelNet.

8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

8.1.6 TelNet Usage Information: For a Verizon Retail Telecommunications Service purchased by TelNet pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer. For a Verizon Local Switching Network Element purchased by TelNet pursuant to the Network Element Attachment, the usage information that Verizon would record if Verizon was using such Local Switching Network Element to furnish a Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

8.2.1 Upon request by TelNet, Verizon shall provide to TelNet Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.

8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, 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 TelNet.

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

8.3 TelNet Usage Information.

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

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

8.3.2.1 Daily Usage File on Data Tape or Electronic Transmission.

8.3.2.2 Daily Usage File through Network Data Mover (NDM).

8.3.3 TelNet Usage Information will be provided in an Alliance for Telecommunications Industry Solutions EMI format.

8.3.4 Daily Usage Information provided pursuant to Section 8.3.2.1 of this Attachment will be issued each Business Day.

8.4 Access to and Use of Verizon OSS Facilities.

8.4.1 Verizon OSS Facilities may be accessed and used by TelNet only to the extent necessary for TelNet's access to and use of Verizon OSS Services pursuant to this Agreement.

8.4.2 Verizon OSS Facilities may be accessed and used by TelNet only to provide Telecommunications Services to TelNet Customers.

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

8.4.4 TelNet 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 TelNet's use under this Section 8.

8.4.5 TelNet 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).

8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by TelNet only in connection with TelNet's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by TelNet as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by TelNet to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

8.4.7 TelNet's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for TelNet's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by TelNet's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.

8.5 Verizon OSS Information.

8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to TelNet a non-exclusive license to use Verizon OSS Information.

8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, TelNet shall acquire no rights in or to any Verizon OSS Information.

8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) TelNet Usage Information, (b) CPNI of TelNet, and (c) CPNI of a Verizon Customer or a TelNet Customer, to the extent the Customer has authorized TelNet to use the CPNI.

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

8.5.3.2 TelNet shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.

8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to TelNet any right or license to grant sublicenses to other persons, or permission to other persons (except TelNet's employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.

8.5.3.4 TelNet's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for TelNet's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by TelNet's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.

8.5.3.5 TelNet'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 TelNet to provide Telecommunications Services to TelNet Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.

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

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

8.5.5 Audits.

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

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

use of Verizon OSS Information which is made available by Verizon to TelNet through Verizon OSS Facilities.

8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information of TelNet pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 8.5.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

8.5.6 TelNet acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

8.6 Liabilities and Remedies.

8.6.1 Any breach by TelNet, or TelNet's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if TelNet or an employee, agent or contractor of TelNet at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment 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 TelNet, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

8.6.2 TelNet agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 of this Attachment by TelNet or the employees, agents or contractors of TelNet, 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.

8.7 Relation to Applicable Law.

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

8.8 Cooperation.

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

8.8.1 Upon request by Verizon, TelNet shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to

Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that TelNet anticipates submitting in each week of the next Calendar Quarter.

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

8.8.3 TelNet shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to TelNet Customers.

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

8.9.2 Upon request by Verizon, TelNet shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to TelNet'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 TelNet Customers (as authorized by the applicable TelNet Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 Verizon Pre-OSS Services.

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

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

8.10.3 Subject to the requirements of Applicable Law, the rates for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time to time pursuant to Sections 1.6, 1.7 and 1.8 of the Pricing Attachment.

8.10.4 The provisions of Sections 8.4 through 8.8 of this Attachment shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 of this Attachment to Verizon OSS Services shall be deemed to include

Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 of this Attachment to Verizon OSS Information shall be deemed to include information made available to TelNet through Verizon Pre-OSS Services.

8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.

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

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

9.2 TelNet shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by TelNet. Such access shall be provided, but only to the extent required by Applicable Law, pursuant to TelNet's applicable Tariffs, or, in the absence of an applicable TelNet Tariff, TelNet's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

## 10. Telephone Numbers

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

10.2 TelNet's use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.

10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or TelNet who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to TelNet, from TelNet to Verizon, or from TelNet to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.

10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to TelNet for resale, the type or class of service subscribed to by the Customer changes.

10.5 If service on a VTS or VLSNE provided by Verizon to TelNet under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a TelNet switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, TelNet, or Telecommunications Carriers other than Verizon and TelNet.

10.6 TelNet may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

## 11. Routing for Operator Services and Directory Assistance Traffic

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

## 12. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Michigan a service or arrangement offered under this Attachment, Verizon reserves the right to negotiate in good faith with TelNet reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## INTERCONNECTION ATTACHMENT

### 1. General

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

### 2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

In accordance with the arbitration award in Case No. U-13931, each Party shall interconnect to the other Party's network in accordance with the following:

2.1.1 Verizon shall permit TelNet to interconnect at any technically feasible point on the Verizon network, including, without limitation, Tandems, End Offices, outside plant facilities, and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to 1) deliver Exchange Service Interconnection Traffic ("ESIT") (i.e., applicable traffic carried over Traffic Exchange Trunks) originating on TelNet's network to Verizon and (2) to exchange (a) Ancillary Traffic, (b) Transit Traffic and (c) Meet Point Billing Traffic exchanged in accordance with sections 9 through 11. TelNet will establish at least one technically feasible Point(s) of Interconnection on Verizon's network within a LATA in which TelNet offers local exchange service, regardless of how many Tandem or End Offices switches that Verizon maintains in he LATA; consistent with the terms hereof; the locations of such Point(s) of Interconnection, and whether TelNet chooses to establish multiple POI locations, will be at TelNet's discretion.

2.1.2 Each Party will be responsible for providing all of the facilities and engineering its network on its respective side of each POI. Each Party shall compensate the terminating Party under terms of this Agreement for any transport that is used to carry ESIT between the POI and a distant switch serving the terminating end user. Such transport shall be either Dedicated Transport or common transport pursuant to the interconnection method elected by the originating Party, subject to the terms of this Agreement.

2.1.3 TelNet Methods. TelNet, in its sole discretion, may specify one or more of the following methods to interconnect with the Verizon network:

2.1.3.1 Collocation - Verizon shall provide collocation to TelNet pursuant to the terms set forth in this Agreement. TelNet may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.

2.1.3.2 UNE Dedicated Transport provided by Verizon -- such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement to the extent required by Applicable Law.

2.1.3.3 Exchange Access Dedicated Transport (i.e., entrance facilities) provided by Verizon - such leased facilities shall be provided at the rates, terms, and conditions set forth in the Verizon exchange access tariff and consistent with Applicable Law.

2.1.3.4 Third Party Facilities. Where TelNet utilizes the facilities provided by a source other than itself or Verizon. TELNET shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

2.1.3.5 Mid-Span fiber Meet. This method of interconnection by TelNet is set forth in Section 3.

2.1.3.6 Any other technically feasible method requested by TelNet.

2.1.3.7 Nothing in this Agreement shall limit TelNet's right to interconnect with Verizon.

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

2.1.5 Verizon Methods. Verizon may specify one or more of the following methods to interconnect with the TelNet network, subject to the terms herein:

2.1.5.1 Space License - TelNet, at its sole discretion, may permit Verizon to utilize space and power in TelNet facilities specified by TelNet solely for the purpose of terminating ESIT and Transit Traffic (collectively "I-Traffic"). The terms and conditions of such arrangement shall be pursuant to this Agreement.

2.1.5.2 Dedicated Transport provided by TelNet. Such leased facilities shall be provided at rates that are symmetrical to and based upon the rates that Verizon may charge for Dedicated Transport. Dedicated Transport shall be provided by TelNet where available, provided that in establishing interconnection pursuant to this Agreement TelNet shall make commercially reasonable efforts to meet Verizon's projected need for the requested capacity over the term requested by Verizon.

2.1.5.3 Third Party Facilities. Where Verizon utilizes the facilities provided by a source other than itself or TelNet. Verizon shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

2.1.5.4 Mid-Span fiber Meet. Interconnection of each Party's fiber cable at a location to which the parties have mutually

agreed. Such arrangements, when at the request of Verizon, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.

2.1.6 In the event that TelNet elects to offer service within a LATA using a switch located in another LATA, TelNet agrees to provide the transport for both Parties' traffic between the remote TelNet switch and a point (i.e., a facility point of presence) within the LATA in which TelNet offers service. Such facility point of presence shall be deemed to be a TelNet Switch Center for the purposes of this Agreement.

2.1.7 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.

2.2 Trunk Types.

The Parties shall establish the following separate and distinct Trunk groups:

2.2.1 One-way Traffic Exchange Trunks for the transmission and routing of terminating Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) (hereinafter, 8YY) traffic, IntraLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251(c)(2) of the Act, and, ISP-bound Traffic. If TelNet so requests, such trunks will operate as two-way trunks for testing purposes, but shall carry only one-way terminating traffic.

2.2.2 Two-way Meet Point Billing Trunks for the transmission and routing of jointly provided exchange access traffic, including translated interLATA 8YY traffic in accordance with this Attachment.

2.2.3 At TelNet's request, one-way untranslated 8YY trunks for the transmission and routing of untranslated 8YY traffic in accordance with section 11 of this Attachment.

2.2.4 Two-way BLV/BLVI trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau, in accordance with Section 3.3 of the Additional Services Attachment.

2.2.5 One-way 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic in accordance with the 911 Attachment.

2.2.6 Where traffic management or protective protocols such as call gapping are not implemented, one-way choke trunks for traffic congestion and testing.

2.2.7 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic. Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory

Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks or Trunks for 500/555 traffic.

2.3 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.

2.4 The Parties shall deliver over any Traffic Exchange Trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA-NXX codes served by: (1) End Offices that directly subtend the access Tandem; (2) other Verizon End Offices that do not normally subtend such Tandem, for which calls are routed to that End Office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, ITCs, other independent LECs, and CLECs) that directly connect to the access Tandem. With respect to Subsection (2), Verizon will provide to TelNet any alternate routing plan it has developed, so that TelNet may route traffic pursuant such plan in the event of a network failure or other service affecting event.

2.5 The Parties shall deliver over any Traffic Exchange Trunk groups groomed for a specific End Office only traffic destined for those publicly-dialable NPA-NXX codes served by that End Office, unless otherwise agreed to by the Parties.

2.6 The source for the routing information for all traffic shall be the then current version of the LERG issued by Telcordia Technologies, Inc., unless otherwise agreed to between the Parties.

2.7 Where either Party delivers over the applicable trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.8 The Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.

2.9 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.

2.10 With respect to Traffic Exchange Trunks, the originating Party shall be responsible for all Control Office functions for Traffic Exchange Trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups. With respect to Meet Point Billing trunk groups, TelNet is responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in Section 9 of this Attachment.

2.11 Two-way Interconnection final trunk groups that connect a Verizon Access Tandem shall be engineered using a design blocking objective of Neal Wilkinson B.005 during the average time consistent busy hour. All other trunk groups, that do not carry IXC traffic, shall be engineered using a design blocking objective of Neal Wilkinson B.01 during average time consistent busy hour.

2.12 The Parties may utilize two-way trunking on Traffic Exchange Trunks only after entering into an acceptable amendment to this Agreement providing for terms and conditions under which trunking shall be instituted.

2.13 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 200,000 minutes of use for a single month: (a) if One-Way Traffic Exchange Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Traffic Exchange Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (b) if Two-Way Traffic Exchange Trunks are used, TelNet shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Traffic Exchange Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network**.**

2.14 For each Tandem or End Office One-Way Traffic Exchange Trunk group for delivery of traffic from TelNet to Verizon with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, TelNet will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%). In the event TelNet fails to submit an ASR to disconnect One-Way Traffic Exchange Trunks as required by this Section, Verizon may bill (and to TelNet shall pay) for the excess Traffic Exchange Trunks at the rates set forth in the Pricing Attachment.

## 3. Alternative Interconnection Arrangements

3.1 In addition to the foregoing methods of Interconnection, TelNet may request that the Parties negotiate a Fiber Meet arrangement via an amendment to this Agreement.

3.2 The establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Fiber Meet arrangement.

3.3 Except as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic.

3.4 If the Parties are unable to reach agreement on terms for such an amendment within 120 days of TelNet's request therefore, either Party may invoke the Dispute Resolution process set forth in Section 14 of the General Terms and Conditions of this Agreement.

## 4. Initiating Interconnection

4.1 If TelNet determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, TelNet shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement; (c) TelNet's intended Interconnection activation date; (d) a forecast of TelNet's trunking requirements conforming to Section 14 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

4.3 Unless otherwise agreed to by the Parties, such interconnection activation date shall not be earlier than sixty (60) days, and not later than one hundred eighty (180) days, after receipt by Verizon of all necessary information. This subsection shall not apply to Mid-span Fiber Meet arrangements set forth in this Agreement.

**5. Transmission and Routing of Telephone Exchange Service Traffic**

5.1 Scope of Traffic.

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

5.2 Trunk Group Connections and Ordering.

5.2.1 For both One-Way and Two-Way Traffic Exchange Trunks, if TelNet wishes to use a technically feasible interface other than a DS-1 or a DS-3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.2 When One-Way or Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, if TelNet orders the multiplexed DS-3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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

5.2.4 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

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

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing TelNet traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of routing Verizon traffic to TelNet, the subtending arrangements between TelNet Tandem Switches and TelNet End Office Switches shall be the same as the Tandem/End Office subtending arrangements that TelNet maintains for the routing of its own or other carriers' traffic.

5.4 Signaling.

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

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

**6. Traffic Measurement and Billing over Traffic Exchange Trunks**

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, ISP-Bound Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for ISP-Bound Traffic, the FCC Internet Order.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Traffic Exchange Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/ISP-Bound Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 (PIU) and Traffic Factor 2 (PLU). The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or ISP-Bound Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is ISP-Bound Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls, which that Party rates as "local" in its Customer Tariffs.

## 7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation.

The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment unless and until TelNet demonstrates pursuant to Applicable Law (i.e., 47 CFR 51.711) that it is entitled to charge asymmetrical rates for transport and termination of Reciprocal Compensation traffic (which the Parties agree has not occurred as of the Effective Date of their Agreement); it being understood and agreed that Verizon shall charge (and TelNet shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic TelNet physically delivers to a POI at the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (TelNet shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic TelNet delivers to Verizon; it

also being understood and agreed that TelNet shall charge (and Verizon shall pay TelNet) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to TelNet, unless Verizon is required under Applicable Law to pay the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment. TelNet has, in fact, specifically demonstrated to the Commission and the Commission has ordered in Case No. U-13931 that TelNet's switches currently qualify for compensation at the Tandem Reciprocal Compensation Rate in accordance with Applicable Law, including 47 C.F.R. §51.711(a)(3). When such Reciprocal Compensation Traffic is delivered over the same Traffic Exchange Trunks as Toll Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.2 Traffic Not Subject to Reciprocal Compensation.

Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by TelNet to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to TelNet unless and until TelNet demonstrates pursuant to Applicable Law (i.e., 47 CFR 51.711) that it is entitled to charge asymmetrical rates for transport and termination of Reciprocal Compensation traffic (which the Parties agree has not occurred as of the Effective Date of their Agreement).

## 8. Other Types of Traffic

8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-Bound Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for ISP-Bound Traffic that is in excess of the intercarrier compensation for ISP-Bound Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by TelNet to Verizon, TelNet shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by TelNet.

8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

8.5 The Parties may also exchange ISP-Bound Traffic at the Point(s) of Interconnection established by the originating party hereunder for the exchange of Reciprocal compensation traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of ISP-Bound Traffic shall be applied in accordance with the FCC Internet Order.

## 9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between TelNet Telephone Exchange Service Customers and Interexchange Carriers ("Meet Point Billing Trunks "), in any case where TelNet elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Meet Point Billing Trunk Group Architecture.

9.2.1 TelNet shall establish Meet Point Billing Trunks pursuant to applicable access tariffs by which it will provide tandem transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from TelNet's Customers.

9.2.2 Meet Point Billing Trunks shall be used solely for the transmission and routing of Exchange Access to allow TelNet's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

9.2.3 Except as provided in Section 9.2.5, the Meet Point Billing Trunks shall be two-way trunks connecting a TelNet switch which provides Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to a Tandem Verizon utilizes to provide Exchange Access in such LATA.

9.2.4 TelNet's switch shall subtend the Verizon Tandem that would have served the same rate center on Verizon's network as identified in the LERG. Alternative configurations will be discussed and negotiated in good faith as part of the Joint Implementation and Grooming Process.

9.2.5 The Untranslated 8YY Meet Point Billing Trunks will be established by TelNet as a one-way trunk to enable TelNet to deliver untranslated 8YY traffic to a Verizon access tandem in the LATA that is capable of querying the industry toll free database and upon which the Parties agree.

## 10. Meet-Point Billing Arrangements

10.1 TelNet and Verizon will, as necessary, establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in each Party's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport

component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

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

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

10.4 TelNet and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

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

Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party’s applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each TelNet Routing Point/Verizon Serving Wire Center combination, the MPB billing percentages for transport between the TelNet Routing Point and the Verizon Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.

10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

10.8 Verizon shall provide TelNet with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

10.9 TelNet shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

To TelNet:

Mark Iannuzzi
5455 Corporate Drive

Suite 206
Troy, Michigan 48098

For Verizon (Former GTE service area):

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D
Temple Terrace, FL 33637

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

10.11 TelNet and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

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

10.16 In the event TelNet determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable TelNet to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located TelNet Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.

10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

a / (a + b) = TelNet Billing Percentage

and

b / (a + b) = Verizon Billing Percentage

where:

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

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

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

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

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database.

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

11.1.1 to an IXC, TelNet shall:

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

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

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

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

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

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

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

11.2.1 to TelNet in it's capacity as a toll free service access code service provider, Verizon shall:

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

11.2.1.2 provide an appropriate EMI record to TelNet; and

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

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

11.3.1 to an IXC, Verizon shall:

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

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

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

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

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

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

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

11.4 Verizon will not direct untranslated toll free service access code call to TelNet.

## 12. Tandem Transit Traffic Service (“Transit Service”)

12.1 Transit Service provides TelNet with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.

12.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 2.2.1.1. TelNet shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part (“TCAP”) message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface (“EMI”) standard and exchange records between the Parties.

12.3 TelNet shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates

Telephone Exchange Service traffic (originated by TelNet) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by TelNet with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.

12.4 Except as set forth in this Section 12.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of 200,000 combined minutes of use to a CMRS carrier, or the End Office of a particular CLEC, ITC, or other LEC for any consecutive three (3) months (the "Threshold Level"). At such time that TelNet's Tandem Transit Traffic exceeds the Threshold Level, Verizon shall continue to provide Tandem Transit Service to TelNet (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which Verizon provides written notice (in accordance with Section 29 of the General Terms and Conditions of this Agreement) to TelNet that the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period TelNet shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with the subject carrier pursuant to Section 12.3 above. If, at the end of the Transition Period, Verizon believes TelNet has not exercised good faith efforts to promptly obtain a reciprocal Telephone Exchange Service traffic arrangement with the subject carrier, Verizon may submit the matter to the Dispute Resolution process set forth in Section 14 of this General Terms and Conditions of this Agreement. During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 12.6 hereof, TelNet shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in the Pricing Attachment, and (b) a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to TelNet, TelNet shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in the Pricing Attachment, and (b) a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment.

12.5 [Intentionally Left Blank].

12.6 TelNet shall pay Verizon for Transit Service that TelNet originates at the rate specified in Pricing Attachment. Verizon uses commercially reasonable efforts to identify charges from terminating companies and to dispute such where appropriate. However, in situations where Verizon is either contractually obligated or is ordered by a regulatory or judicial body to pay such terminating charges, Verizon reserves the right to assess to TelNet any additional charges or costs the receiving CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. Payment of any terminating charges (access or otherwise) is the responsibility of TelNet. Disputes resolving the propriety of charges passed though to TelNet under this Section 12.6 may be resolved pursuant to the Dispute Resolution processes set forth in Section 14 of the General Terms and Conditions of this Agreement.

12.7 If or when a third party carrier's Central Office subtends a TelNet Central Office, then TelNet shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to TelNet as defined in this Section 12 such that Verizon may terminate calls to a central Office of a CLEC, ITC, CMRS carrier or other LEC, that subtends a TelNet Central Office ("Reciprocal Tandem Transit Service"). TelNet shall offer such reciprocal Transit

Service arrangements under terms and conditions no less favorable than those provided in this Section 12.

12.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

## 13. Number Resources, Rate Center Areas and Routing Points

13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, TelNet shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. TelNet shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

13.4 [Intentionally Left Blank]

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

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

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

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

14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but

not limited to, standards and procedures for notification and discoveries of trunk disconnects;

14.1.3 disaster recovery provision escalations;

14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA, if selected by TelNet, as provided in Section 2 of this Attachment; and

14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 14.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

14.3 Trunk Forecasting Requirements

14.3.1 Initial trunk forecast requirements.

At least ninety (90) days before initiating interconnection in a LATA, TelNet shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Traffic Exchange Trunk groups in the LATA over the next eight (8) quarters.

14.3.2 Ongoing trunk forecast requirements.

Where the Parties have already established interconnection in a LATA, TelNet shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when TelNet develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) TelNet plans to deploy a new switch; (ii) TelNet plans to implement a new POI or network architecture; (iii) TelNet plans to rearrange its network; (iv) TelNet plans to convert a One-Way Traffic Exchange Trunk group to a Two-Way Traffic Exchange Trunk group; (v) TelNet plans to convert a Two-Way Traffic Exchange Trunk group to a One-Way Traffic Exchange Trunk group; or (vi) TelNet expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Traffic Exchange Trunk groups and (ii) determine whether the Parties should establish new Traffic Exchange Trunk groups, augment existing Traffic

Exchange Trunk groups, or disconnect existing Traffic Exchange Trunks and/or Traffic Exchange Trunk groups.

14.3.3 Use of trunk forecasts.

Trunk forecasts provided pursuant to this Agreement are not binding on TelNet or Verizon.

14.4 Verizon may add End Office or Tandem Switches or move End Office or Tandem Switches to different locations in a LATA, or may reclassify switches, without the consent of TelNet. Telnet may add End Office or Tandem Switches or move End Office or Tandem Switches to different locations in a LATA, or may reclassify switches, without the consent of Verizon. The Parties shall establish trunking for the new or relocated switch based upon the definitions set forth in the Local Exchange Routing Guide.

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

15.1 Scope.

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

15.2 Procedures for Providing LNP (“Long-term Number Portability”).

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

15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer’s telephone number(s) from Party A’s network to Party B’s network.

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

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

those numbers. Party B shall not reassign the reserved numbers to another Customer.

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

15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

15.3 Procedures for Providing NP Through Full NXX Code Migration.

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

15.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability (INP) in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 15.4. The Parties shall provide INP on a reciprocal basis.

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

15.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by either Party.

15.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.

15.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grandfathered, subject to Section 15.4.5 of this Attachment.

15.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to LNP by December 31, 2000 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.

15.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.

15.4.7 When, through no fault of Verizon's, all INP has not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to TelNet at the tariff rate(s) for the subject jurisdiction.

15.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request.

15.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.5.

## 16. Transport and Termination of Certain Traffic Without Interconnection

16.1 Traffic Types That May Be Exchanged Without Interconnection.

(a) Where both Parties subtend the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms of this Section 16, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, ISP-Bound Traffic and intraLATA Toll Traffic originated by their respective Customers through that Third Party Tandem Switch. The Parties acknowledge and agree that, in order to exchange such traffic under this Section 16, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Section 16 (*e.g.*, arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). If a Party does not have such arrangements or such arrangements are terminated, that Party shall promptly give notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, upon provision of written notice, to discontinue exchanging such traffic with the other Party under this Section 16. IntraLATA Toll traffic exchanged between the Parties' respective Customers pursuant to this Section 16 shall be subject to the terms of each Party's applicable Tariffs. Reciprocal Compensation Traffic and ISP-Bound Traffic exchanged between the Parties' respective Customers pursuant to this Section 16 shall be subject to the terms of Sections 7 and/or 8, as applicable, of the Interconnection Attachment. Notwithstanding any provision of this Agreement or otherwise, no Interexchange Carrier (IXC) traffic may be exchanged under this Section 16.

(b) For the avoidance of any doubt, nothing in this Section 16 shall preclude the Parties from mutually agreeing to interconnect their networks in accordance with the Interconnection Attachment of this Agreement. If and, when, the volume of traffic exchanged between a Verizon End Office and TelNet's switch exceed

the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for any three consecutive months, the Parties shall consider, in good faith, whether to interconnect their respective networks. In addition, if the Third Party Tandem Provider does not permit the Parties to exchange relevant traffic using the Third Party Tandem Switch (or, in a Party's reasonable judgment, makes such exchange uneconomic or otherwise problematic), TelNet shall establish such interconnection arrangements with Verizon pursuant to the terms of the Interconnection Attachment.

16.2 Traffic Recording.

The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of the minutes of traffic exchanged between them under this Section 16, for use in billing.

16.3 Subtending Arrangements.

Nothing in this Section 16 shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

## 17. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Michigan a service or arrangement offered under this Attachment, Verizon reserves the right to negotiate in good faith with TelNet reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## 18. Additional Switches.

Verizon may add End Office or Tandem Switches or move End Office or Tandem Switches to different locations in a LATA, or may reclassify switches, without the consent of TelNet. Telnet may add End Office or Tandem Switches or move End Office or Tandem Switches to different locations in a LATA, or may reclassify switches, without the consent of Verizon. The Parties shall establish trunking for the new or relocated switch based upon the definitions set forth in the Local Exchange Routing Guide.

## RESALE ATTACHMENT

### 1. General

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

### 2. Use of Verizon Telecommunications Services

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

2.2 TelNet shall not resell:

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

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

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

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

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

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

2.3 TelNet shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon

grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.4 TelNet shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to TelNet Customers.

**3. Availability of Verizon Telecommunications Services**

3.1 Verizon will provide a Verizon Telecommunications Service to TelNet for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.

3.2 To the extent required by Applicable Law, where Verizon discontinues a Verizon Resold Service, TelNet shall be subject to the same limitations and rights (e.g., if Verizon allows for any transition or grandfathered period) that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to TelNet for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by TelNet.

3.4 In accordance with the Commission's arbitration award in Case No. U-13931, Verizon shall not prohibit the assignment or assumability of its CSAs or include any such limiting language in its contract with its end users who are not telephone service providers. If within ten (10) business days following a request to review a CSA between Verizon and a specified Verizon Customer, Verizon cannot provide a valid executed copy of the requested CSA, the terms of the CSA shall not be binding on TelNet and the Customer.

3.5 In accordance with the Commission's arbitration award in Case No. U-13931, TelNet may invoke its right to request a copy of the CSA before or after TelNet has entered into an agreement with the Customer to assume the CSA.

**4. Responsibility for Charges**

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

**5. Operations Matters**

5.1 Facilities.

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

5.1.2 Verizon shall have access at all reasonable times to TelNet Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. TelNet shall, at TelNet's expense, obtain any rights and authorizations necessary for such access.

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

5.2 Branding.

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

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

5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, TelNet will be responsible for entering into a direct contractual arrangement with the third-party contractor at TelNet's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by TelNet for resale with TelNet's trade name, or (b) to obtain removal of Verizon Marks from Verizon Operator Services or Verizon Directory Assistance Services purchased by TelNet for resale. Upon request Verizon shall provide to TelNet the information reasonably necessary for TelNet to contact the third-party contractor.

## 6. Rates and Charges

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

## 7. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not

provided in the State of Michigan a service or arrangement offered under this Attachment, Verizon reserves the right to negotiate in good faith with TelNet reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## NETWORK ELEMENTS ATTACHMENT

### 1. General

1.1 Verizon shall provide to TelNet, 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 TelNet only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to TelNet to the extent that provision of such UNEs or Combinations is not required by Applicable Law.

1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

1.3 TelNet 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 TelNet. Without limiting the foregoing, TelNet 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 TelNet in order to allow TelNet to provide such Exchange Access services.

1.4 Notwithstanding any other provision of this Agreement:

1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to TelNet a UNE or Combination that is not offered under this Agreement to TelNet 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 Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.4.2 Unless required by Applicable Law, Verizon shall not be obligated to provide to TelNet, and TelNet 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 TelNet, 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 UNE or Combination, Verizon may terminate its provision of such UNE or Combination to TelNet. If Verizon terminates its provision of a UNE or a Combination to TelNet pursuant to this Section 1.5 and TelNet elects to purchase other services

offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with TelNet to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of TelNet; and, (b) TelNet 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 Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to TelNet on an unbundled basis or in combination with other Network Elements.

1.7 If as the result of TelNet Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the TelNet Customer premises, TelNet will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

1.8 In accordance with the arbitration award in Case No. U-13931, if Verizon fails to complete a TelNet properly submitted work order for a UNE or combination by the Due Date as confirmed by Verizon, TelNet will assess Verizon a Missed Due Date charge as specified in Section 1.10, below.

1.9 In accordance with the arbitration award in Case No. U-13931, if Verizon notifies TelNet that a properly submitted work order for a UNE or combination is complete, and TelNet determines that the order is in fact not complete, TelNet will submit a Repair Ticket detailing the aspect of the order that is incomplete. TelNet will assess Verizon the Missed Due Date charge as specified in Section 1.10, below.

1.10 In accordance with the arbitration award in Case No. U-13931, if Verizon fails to meet its Due Date commitment as required by Section 1.8, above, or erroneously notifies TelNet that a submitted work order is complete, as described in Section 1.9, a Missed Due Charge shall apply and be calculated based upon the number of days that it takes Verizon to complete the work order after the date that TelNet submits a Repair Ticket. The Missed Due Date charge that shall apply shall be based on the following scale:

1.10.1 1 to 3 business days -- no credit shall be given to TelNet.

1.10.2 4 to 20 business days -- the associated non-recurring charges shall be waived.

1.10.3 21 business days or more -- the associated non-recurring charges shall be waived plus a credit shall be given 1/30th of the monthly recurring charges for each day of delay in excess of 20 days.

1.11 In accordance with the arbitration award in Case No. U-13931, in response to a trouble ticket initiated by TelNet where Verizon determines in error that the trouble is in TelNet's network or TelNet's end users equipment or communications systems, and TelNet subsequently finds the trouble resides in Verizon's network, TelNet will be credited for all Verizon trouble isolation costs associated with the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, TelNet may charge Verizon, after closing of the trouble ticket, a charge for trouble isolation, at

a rate not to exceed the tariffed or other amount that Verizon may charge TelNet under Verizon's tariff for the same service, provided that TelNet's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that Verizon may pay such charges to TelNet by means of an identifiable credit on TelNet's account. If either party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement. Any credit that Verizon is required to give to TelNet under this provision shall be limited to the amount of charges that Verizon actually imposed for its investigation. If Verizon has not imposed a charge, no credit is due TelNet in the event of a later finding that the trouble lies with Verizon's network.

## 2. Verizon's Provision of Network Elements

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

2.1 Loops, as set forth in Section 3 of this Attachment;

2.2 Line Sharing, as set forth in Section 4 of this Attachment;

2.3 Line Splitting, as set forth in Section 5 of this Attachment;

2.4 Sub-Loops, as set forth in Section 6 of this Attachment;

2.5 Inside Wire, as set forth in Section 7 of this Attachment;

2.6 Dark Fiber, as set forth in Section 8 of this Attachment;

2.7 Network Interface Device, as set forth in Section 9 of this Attachment;

2.8 Switching Elements, as set forth in Section 10 of this Attachment;

2.9 Interoffice Transmission Facilities (IOF), as set forth in Section 11 of this Attachment;

2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12 of this Attachment;

2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and

2.12 Other UNEs in accordance with Section 14 of this Attachment.

## 3. Loop Transmission Types

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

3.1.1 "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 Technical Reference (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.

3.1.2 "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 Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time.

3.1.3 "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. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as 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. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, TelNet may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability.

3.1.4 "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. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, TelNet may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.

3.1.5 "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. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, TelNet may order a 2-Wire Digital

Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability.

3.1.6 “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. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications.

3.1.7 “2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This 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 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 type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, TelNet may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications.

3.1.8 “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 T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This 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. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, TelNet may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications.

3.1.9 “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 TelNet in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time.

3.1.10 “DS-1 Loops” provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-

1 Loop includes the electronics necessary to provide the DS-1 transmission rate.

3.1.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate.

3.1.12 Verizon shall make routine network modifications to existing facilities used by TelNet where the requested transmission facility has already been constructed in accordance with the TRO Amendment to this Agreement.

3.1.13 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific TelNet requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:

3.1.13.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.13.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.13.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.13.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

3.1.14 Verizon shall make Conditioned Loops available to TelNet at the rates as set forth in the Pricing Attachment.

3.2 The following ordering procedures shall apply to xDSL Compatible Loops and Conditioned Loops:

3.2.1 TelNet shall place orders for xDSL Compatible Loops and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.2.2 In former Bell Atlantic Service Areas, 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 xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to TelNet as the process is completed in each Central Office. TelNet must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. TelNet must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives TelNet the ability to determine loop composition, loop length and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of TelNet to evaluate the loop qualification information provided by Verizon and determine whether a loop meets TelNet requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, TelNet must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.

3.2.4 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), TelNet may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).

3.2.5 Once a Loop has been pre-qualified, TelNet will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.

3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.

3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.

3.2.6 If TelNet submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to TelNet for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If TelNet submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to TelNet with a "Nonqualified" indicator and 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).

3.2.7 Where TelNet has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if TelNet is already aware of the conditioning required (e.g., where TelNet has previously requested a qualification and has obtained loop characteristics), TelNet may submit a Service Order for a Conditioned Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of TelNet's valid, accurate and pre-qualified Service Order for a Conditioned Loop.

3.2.8 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 TelNet, 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:

3.2.8.1 Three (3) Business Days will be required following receipt of TelNet's valid, accurate and pre-qualified Service Order for a Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by TelNet.

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.

3.2.9 If TelNet requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order.

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

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

3.3.1.1 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 TelNet does not request a coordinated cutover, Verizon will process TelNet's order as a new installation subject to applicable standard provisioning intervals.

3.3.1.2 TelNet 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 TelNet 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, TelNet and Verizon shall mutually agree on a New Conversion Time, as defined below. TelNet 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 TelNet the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

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

3.3.1.4 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 Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.3.1.5 [Intentionally Left Blank]

3.3.1.6 If TelNet 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 TelNet will reschedule and, upon request from TelNet, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to TelNet 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.

3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).

3.3.1.9 If TelNet 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.

3.4 [Intentionally Left Blank]

3.5 Verizon shall provide TelNet access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if TelNet 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 TelNet. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of TelNet's request notify TelNet of the lack of available facilities. Upon request and to the extent required by Applicable Law, Verizon will provide TelNet access to the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Upon request and to the extent required by Applicable Law, Verizon will provide TelNet access to the unbundled Local Loop 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 3.5.

## 4. Line Sharing

4.1 "Line Sharing" is an arrangement by which Verizon facilitates TelNet's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with

T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL) (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched Voice Grade service to that Customer by making available to TelNet, solely for TelNet's own use, the frequency range above the voice band on the same copper Loop required by TelNet to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.

4.2 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall provide Line Sharing to TelNet for TelNet's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations. Verizon shall provide Line Sharing to TelNet in accordance with, but only to the extent required by, Applicable Law. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations; (ii) Verizon must be providing simultaneous circuit-switched analog Voice Grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by TelNet on that Loop must not significantly degrade the performance of other services provided on that Loop.

4.3 Verizon shall make Line Sharing available to TelNet at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Conditioned Loop) charges; (iii) charges associated with Collocation activities requested by TelNet; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges. However, notwithstanding any of the foregoing, Verizon may not assess a charge for loop qualification until it has filed a cost study with the Commission to support its proposed rate or by mutual agreement by the Parties.

4.4 The following ordering procedures shall apply to Line Sharing:

4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. TelNet must utilize the Loop qualification processes described in the terms applicable to xDSL Compatible Loops and Conditioned Loops to make this determination.

4.4.2 TelNet shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

4.4.3 If the Loop is prequalified by TelNet through the Verizon Loop prequalification tools, and if a positive response is received and followed by receipt of TelNet's valid, accurate and pre-qualified Service Order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops. In such case, Verizon shall initiate provisioning and installation in accordance with the terms pertaining to xDSL Compatible Loops and Conditioned Loops pursuant to Section 3.2.5 of this Attachment.

4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of TelNet's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

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

4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Conditioned Loops, as referenced in Section 4.4.5 of this Attachment. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) Business Days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law, if any. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed pursuant to Section 3.2.5.2. In no event shall the Line Sharing interval offered to TelNet be longer than the interval offered to any similarly situated Affiliate of Verizon.

4.4.7 TelNet must provide all required Collocation, CFA, Special Bill Number (SBN) and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, Collocation node, or for splitter placement, must be ordered using standard Collocation applications and

procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems and facility issues. TelNet will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

4.5 To the extent required by Applicable Law, TelNet shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, TelNet must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the Voice Grade service and other Loops in the same or adjacent binder groups.

4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by TelNet for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. TelNet's deployment of additional Advanced Services shall be subject to the applicable FCC Regulations.

4.7 TelNet may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which Voice Grade service is provided to Verizon's Customer. TelNet is responsible for providing, through one of the splitter options described below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. TelNet is also responsible for providing its own Digital Subscriber Line Access Multiplexer (DSLAM) equipment in the Collocation arrangement and any necessary Customer Provided Equipment (CPE) for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop).

Two splitter configurations are available. In both configurations, the splitter must be provided by TelNet and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. TelNet must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before TelNet submits an order for Line Sharing.

Splitter Option A (Splitter Option 1): Splitter in TelNet Collocation Area

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

Splitter Option C (Splitter Option 2): Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a TelNet-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon employs the use of a POT Bay for interconnection of TelNet's Collocation arrangement with Verizon's network, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the POT Bay and the splitter. Installation of the splitter will be performed by Verizon or, at TelNet's election, by a Verizon-approved vendor designated by TelNet.

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

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

4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. TelNet must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply.

4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or TelNet's Collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. TelNet must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) Business Days shall apply.

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

4.8.1 In serving End Offices where Verizon employs a POT Bay for interconnection of TelNet Collocation arrangement with Verizon's network, the following options shall be available to TelNet.

4.8.1.1 Under Splitter Option A, TelNet may conduct its own physical tests of the shared Loop from TelNet's Collocation area. If it chooses to do so, TelNet may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the TelNet-provided test equipment may not interrupt an in-in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional TelNet-provided test head will be installed in TelNet's Collocation area between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

4.8.1.2 Under Splitter Option C, upon request by TelNet, either Verizon or, at TelNet's election, a Verizon-approved vendor selected by TelNet will install a TelNet-provided test head to enable TelNet to conduct remote physical tests of the shared Loop. This optional TelNet-provided test head will be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The TelNet-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the TelNet-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the TelNet-provided test head, and will direct all required activity.

4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to TelNet during normal trouble isolation procedures in accordance with reasonable procedures.

4.8.1.4 Under either Splitter Option, upon request by TelNet, Verizon will make MLT access available to TelNet via RETAS after the Service Order has been completed. TelNet will utilize the circuit number to initiate a test.

4.8.1.5 Where Verizon has deployed Wideband Test equipment (i.e., Verizon-East), under either Splitter Option, upon request by TelNet, Verizon shall perform a Wideband Test to diagnose troubles and provide TelNet with the test results

during the trouble shooting process. Charges for Wideband Testing are as set forth in the Pricing Attachment.

4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of TelNet's Collocation arrangement with Verizon's network, TelNet will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to TelNet through use of the on-line computer interface test system at www.verizon.com/wise.

4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where a Party has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and TelNet will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Either Party may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that the other Party should reasonably have been able to isolate and diagnose through one of the testing options available to it. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.4 Verizon and TelNet each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog Voice Grade services and the physical line between the NID at the Customer premises and the point of demarcation in the Central Office. TelNet will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that TelNet has provided to Verizon malfunctions, TelNet shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and TelNet will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with TelNet's Advanced Services. Verizon will not repair any CPE provided by TelNet. Before a trouble ticket is issued to Verizon, TelNet shall validate whether the Customer is experiencing a trouble that arises from TelNet's service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

4.8.6 In the case of a trouble reported by the Customer on its Voice Grade service, if Verizon determines the reported trouble arises from TelNet's equipment, splitter problems, or TelNet's activities, Verizon will:

4.8.6.1 Notify TelNet and request that TelNet immediately test the trouble on TelNet's service.

4.8.6.2 If the Customer's Voice Grade service is so degraded that the Customer cannot originate or receive Voice Grade calls, and TelNet has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's Voice Grade service if Verizon determines in good faith that the cause of the voice interruption is TelNet's service. Where the Customer's Voice Grade service is degraded by TelNet's particular technology deployment, Verizon will, to the extent required by Applicable Law, establish before the Commission that TelNet's particular technology deployment is causing the significant degradation and, upon Verizon having done so, TelNet will discontinue deployment (or use) of that technology and will migrate its Customers to technologies that will not significantly degrade the performance of other such services.

4.8.6.3 Upon completion of the steps in Sections 4.8.6.1 and 4.8.6.2 of this Attachment, Verizon may temporarily remove the TelNet-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is TelNet's service.

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

4.8.6.5 [Intentionally Left Blank]

4.8.6.6 Verizon shall not be liable to TelNet, the Customer, or any other person, for damages of any kind for disruptions to TelNet's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and TelNet shall indemnify Verizon from any Claims that result from such steps.

## 5. Line Splitting

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

differences.

## 6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by TelNet, Verizon shall allow TelNet to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow TelNet access to Sub-Loops in accordance with, but only to the extent required by, Applicable Law. The available Sub-Loop types are as set forth below.

6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by TelNet, Verizon shall provide TelNet with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide TelNet with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

6.1.1 TelNet may request that Verizon reactivate (if available) an unused drop and NID or provide TelNet with access to a drop and NID that, at the time of TelNet's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).

6.1.2 TelNet may obtain access to a Sub-Loop Distribution Facility only at an FDI, through any method required by Applicable Law, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if TelNet is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the Collocation arrangement of TelNet at such terminal. If TelNet obtains access to a Sub-Loop Distribution Facility from a TOPIC, TelNet shall install a TOPIC on an easement or Right of Way obtained by TelNet within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility 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 TelNet 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 TelNet for any of TelNet's electronics in the TOPIC. TelNet shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

6.1.3 TelNet may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to TelNet, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, TelNet must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a TelNet TOPIC. To make such a request, TelNet must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which TelNet wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility 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 Distribution Facility Interconnection Application shall also include a five-year forecast of TelNet's demand for access to Sub-Loop Distribution Facilities at the requested FDI. TelNet must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. TelNet must submit Sub-Loop Interconnection Applications to:

TelNet's Account Manager

6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to TelNet a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").

6.1.6 TelNet shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of TelNet's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if TelNet breaches its payment obligation under this Section. Upon Verizon 's completion of the work that Verizon must perform to provide TelNet with access to a Sub-Loop Distribution Facility, Verizon shall bill TelNet, and TelNet shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

6.1.7 After Verizon has completed the installation of the interconnecting cable to a TelNet TOPIC and TelNet has paid the full cost of such installation, TelNet can request the connection of Verizon Sub-Loop Distribution Facilities to the TelNet TOPIC. At the same time, TelNet shall advise Verizon of the services that TelNet plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. TelNet shall run any crosswires within the TOPIC.

6.1.8 If TelNet requests that Verizon reactivate an unused drop and NID, then TelNet shall provide dial tone (or its DSL equivalent) on the TelNet side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will

run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the TelNet dial tone or equivalent from the TOPIC. If TelNet requests that Verizon provide TelNet with access to a Sub-Loop Distribution Facility that, at the time of TelNet's request, Verizon is using to provide service to a Customer, then, after TelNet has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, TelNet shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit TelNet's long-term number portability request.

6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

6.1.10 Verizon shall provide TelNet with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals

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

6.2 Unbundled Feeder Sub-Loop – Element (UFSE).

6.2.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by TelNet, Verizon shall provide TelNet with access to a Sub-Loop Feeder Facility in accordance with, and subject to, the terms and provisions of this Section 6.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs.

6.2.2 [Intentionally Left Blank]

6.2.3 TelNet shall run any crosswires within a TelNet physical Collocation arrangement and a TelNet TOPIC and TelNet will have sole responsibility for identifying to Verizon where a Sub-Loop Feeder Facility should be connected to a TelNet Collocation arrangement. TelNet shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and TelNet shall not bill Verizon, and Verizon shall not pay TelNet, for providing such power and space.

6.2.4 Verizon shall not be obligated to provide to TelNet any multiplexing at an RTEE or at a TOPIC. If TelNet requests access to a Sub-Loop Feeder Facility and a Sub-Loop Distribution Facility that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to TelNet in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.

6.2.5 Verizon shall provide TelNet with access to Sub-Loop Feeder Facility in accordance with negotiated intervals.

6.2.6 Verizon shall repair and maintain a Sub-Loop Feeder Facility at the request of TelNet and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. TelNet may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. TelNet accepts responsibility for initial trouble isolation for Sub-Loop Feeder Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) TelNet reports to Verizon a trouble, (b) TelNet requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Sub-Loop Feeder Facilities or equipment in whole or in part, then TelNet shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a TelNet contact as designated by TelNet is not available at the appointed time. If as the result of TelNet instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to TelNet by Verizon. If as the result of TelNet instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to TelNet by Verizon.

6.3 Collocation in Remote Terminals.

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

## 7. [Intentionally Left Blank]

## 8. Dark Fiber

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by TelNet, Verizon shall provide TelNet with an access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in accordance with, and to the full extent of Applicable Law at the rates provided in the Pricing. To the extent Verizon's Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF contain any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon; Verizon shall not remove the same. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon accessible terminal in Verizon's Central Office that can be cross-connected to TelNet's Collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal located in Verizon's main termination point in the Customer premises in the same serving wire center. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal in Verizon's Central Office that can be cross-connected to TelNet's Collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to TelNet's Collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal located at Verizon's main termination point located within the Customer premises and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to TelNet's Collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to TelNet's Collocation arrangement or adjacent structure and the other end terminates at Verizon's accessible terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to TelNet's Collocation arrangement or adjacent structure. A TelNet demarcation point at a Customer premises shall be established in the main telco room of the Customer premises if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A TelNet demarcation point at a Customer premises shall be established at a location that is no more than thirty (30) feet from Verizon's accessible terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the TelNet demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

8.2.2 TelNet may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon accessible terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and TelNet may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or

case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available to TelNet unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF are already terminated on an existing Verizon accessible terminal. 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 TelNet.

8.2.3 Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate TelNet's request.

8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon accessible terminal to a TelNet Collocation arrangement or (2) from a Verizon accessible terminal to TelNet's demarcation point at a Customer premises or TelNet Central Office.

8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of TelNet's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the TelNet's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with TelNet. If access to Dark Fiber IOF is not available, Verizon will notify TelNet, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

8.2.5.1 TelNet shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.

8.2.5.2 Upon request from TelNet as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber

Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for TelNet's use for ten (10) Business Days from TelNet's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.

8.2.5.3 TelNet shall submit an order for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when TelNet does not have additional requirements for Collocation. The parallel provisioning process shall be used when TelNet requires new Collocation facilities or changes to existing Collocation arrangements.

8.2.5.4 If no order is received from TelNet for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF within ten (10) Business Days from TelNet's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon previously notified TelNet are available. Should TelNet submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon has previously notified TelNet was available, TelNet assumes all risk that such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will no longer be available.

8.2.5.5 Upon TelNet's request, the Parties will conduct parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in accordance with the following terms and conditions:

8.2.5.5.1 TelNet will use existing interfaces and Verizon's current applications and order forms to request Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.

8.2.5.5.2 Verizon will parallel process TelNet's requests for Collocation, including augments, and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.

8.2.5.5.3 Before TelNet submits a request for parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, TelNet will:

8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and

8.2.5.5.3.2 submit a Collocation application for the Verizon Central Office(s) where the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF

terminates and receive confirmation from Verizon that TelNet's Collocation application has been accepted.

8.2.5.5.4 TelNet will prepare requests for parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in the manner and form reasonably specified by Verizon.

8.2.5.5.5 If Verizon rejects TelNet's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, TelNet may cancel its Collocation application within five (5) Business Days of such rejection and receive a refund of the Collocation application fee paid by TelNet, less the costs Verizon incurred to date.

8.2.5.5.6 If Verizon accepts TelNet's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Verizon will parallel provision the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to a temporary location in Verizon's Central Office(s). Verizon will charge and TelNet will pay for parallel provisioning of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request.

8.2.5.5.7 Within ten (10) days after Verizon completes a TelNet Collocation application, TelNet shall submit a Dark Fiber change request to reposition Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF from the temporary location in that Verizon Central Office(s) to the permanent location at TelNet's Collocation arrangement in such Verizon Central Office(s). TelNet will prepare such request(s) in the manner and form specified by Verizon.

8.2.5.5.8 If TelNet cancels its Collocation application, TelNet must also submit a cancellation for the unbundled Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF provisioned to the temporary location in the Verizon Central Office(s).

8.2.5.5.9 Following receipt of a negative Dark Fiber inquiry response, TelNet can request supporting cable documentation to be prepared at time and material charges. Verizon will provide the following information: the total number of fiber sheaths and strands between points on the requested route, the number of strands currently

in use by Verizon or other carriers, the number of strands assigned to maintenance, the number of strands assigned to pending orders, and the number of strands defective. Use of information provided by Verizon pursuant to this provision shall be limited to TelNet's engineering and operations personnel. TelNet's marketing personnel shall not be permitted access to, or use of, this information.

8.2.6 TelNet shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.

8.2.7 Where a Collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premises must be accomplished via a Collocation arrangement in that Verizon premises. In circumstances where a Collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.

8.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to TelNet in the condition that it is available in Verizon's network at the time that TelNet submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for TelNet's use.

8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to TelNet as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to TelNet as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

8.2.11 TelNet shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

8.2.12 TelNet may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.

8.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to TelNet for use for Special or Switched Exchange Access Services, TelNet shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.

8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit TelNet to leasing up to a maximum of twenty-five percent (25%) of the Fiber Loops, Fiber Sub-Loops or Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may

take any of the following actions, notwithstanding anything to the contrary in this Agreement:

8.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to TelNet upon a showing of need to the Commission that continued unbundling threatens Verizon's ability to provide services as a carrier of last resport and twelve (12) months' advance written notice to TelNet; and

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

8.2.15 Except as expressly set forth in this Agreement, TelNet may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

8.2.16 TelNet shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of TelNet; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) except as set forth with respect to the parallel provisioning process addressed above, TelNet's Collocation arrangements with any proper optical cross connects or other equipment that TelNet needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. TelNet hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, on or before the date that TelNet places an order for the applicable Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and that it shall maintain the same going forward.

8.2.17 TelNet is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Except as set forth in this Section 8.2.17, Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed. Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After TelNet has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at TelNet's request and subject to rates set forth in the Pricing Attachment, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

8.2.17.1 Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services. As standard business practice calls for all connectors in a ribbon to be retrofitted at the same time, TelNet will be charged time and materials to retrofit every connector in a ribbon and for all work performed related thereto, regardless of who uses the individual strands.

8.2.17.2 Clean connectors to remove non-imbedded contaminants.

8.2.17.3 Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of TelNet for such dark fiber. Verizon shall not be required to convert lit fiber to a Dark Fiber Loop or Dark Fiber IOF for TelNet's use.

8.2.17.4 Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of TelNet and subject to the time and material rates set forth the Pricing Attachment but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by TelNet over such dark fiber, any equipment of TelNet or anything other than the physical integrity of such dark fiber. TelNet shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. TelNet acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. TelNet accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) TelNet reports to Verizon a Customer trouble, (b) TelNet requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then TelNet shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by TelNet is not available at the appointed time. If as the result of TelNet instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to TelNet by Verizon. If as the result of TelNet 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 TelNet by Verizon.

8.2.18 TelNet is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of TelNet.

8.2.19 TelNet may request the following, which shall be provided on a time and materials basis at TELRIC rates (as set forth in the Pricing Attachment):

8.2.19.1 A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to TelNet subject to the agreement of TelNet, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. TelNet acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to TelNet subject to a negotiated interval.

8.2.19.2 A field survey that shows the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF between two or more Verizon Central Offices, a Verizon Central Office and a TelNet Central Office or a Verizon End Office and the premises of a Customer, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s), or Dark Fiber IOF are defective, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon's Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. If a field survey shows that a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF is available, TelNet may reserve the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If TelNet submits an order for access to such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be available when Verizon receives such order, and TelNet assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a TelNet submits an order for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF without first obtaining the results of a field survey of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, TelNet assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be compatible with TelNet's equipment, including, but not limited to, order cancellation charges.

## 9. Network Interface Device

9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by TelNet, Verizon shall permit TelNet to connect a TelNet Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide TelNet with access to NIDs in accordance with, but only to the extent required by, Applicable Law. TelNet may access a

Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining TelNet NID deployed by TelNet or, if an entrance module is available in the Verizon NID, by connecting a TelNet Loop to the Verizon NID. 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 TelNet 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 TelNet access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.

9.4 In no case shall TelNet remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

9.5 In no case shall TelNet remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).

9.7 When TelNet is connecting a TelNet-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, TelNet does not need to submit a request to Verizon and Verizon shall not charge TelNet for access to the Verizon NID. In such instances, TelNet shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.

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

9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, TelNet may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to TelNet's NID.

9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, TelNet may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

9.8.3 TelNet may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and

materials cost basis to be charged to the requesting party (i.e. TelNet, its agent, the building owner or the Customer). If TelNet accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. TelNet, its agent, the building owner or the Customer).

## 10. Unbundled Switching Elements

10.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall make available to TelNet the local switching element and Tandem switching element unbundled from transport, local Loop transmission, or other services, in accordance with this Section 10 and the rates and charges provided in the Pricing Attachment. Verizon shall provide TelNet with access to the local switching element and the Tandem switching element in accordance with, but only to the extent required by, Applicable Law.

10.2 Local Switching.

10.2.1 The unbundled local switching element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports), plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.2.2 Verizon shall offer, as an optional chargeable feature, usage tapes in accordance with Section 8 of the Additional Services Attachment.

10.2.3 TelNet may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. TelNet may submit a Bona Fide Request in accordance with Section 14.3 of this Attachment for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of TelNet to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.3 Network Design Request (NDR).

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

If TelNet selects customized routing, TelNet shall define the routing plan and

Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.4 Tandem Switching.

The unbundled Tandem switching element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

## 11. Unbundled Interoffice Facilities

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

11.2 If and, to the extent that, TelNet has purchased (or purchases) transport from Verizon under a Verizon tariff or otherwise, and TelNet has a right under Applicable Law to convert (and wishes to convert) such transport to unbundled IOF under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, TelNet shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable tariffs.

## 12. Signaling Networks and Call-Related Databases

12.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by TelNet, Verizon shall provide TelNet with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 12 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by Verizon in accordance with, but only to the extent required by, Applicable Law.

12.2 TelNet shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve TelNet's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the TelNet information Verizon requires to provide such call-related functionality is resident in a database, TelNet will provide Verizon with the access and authorization to query TelNet's information in the databases within which it is stored.

12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as

would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by TelNet to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of TelNet.

12.4 Regardless of the manner in which TelNet obtains CCS Interconnection, TelNet shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.

12.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.

12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.

12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of TelNet signaling systems to the public Internet Protocol network may expose TelNet and Verizon signaling systems and information to interference by third parties. TelNet shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. TelNet shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.

12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge TelNet in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. TelNet shall charge Verizon rates equal to the rates Verizon charges TelNet, unless TelNet's Tariffs for CCS signaling provide for lower generally available rates, in which case TelNet shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

## 13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide TelNet with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide TelNet with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by TelNet through such electronic interfaces.

## 14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by TelNet 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, of this Attachment. TelNet 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 Network Elements

If (a) TelNet reports to Verizon a Customer trouble, (b) TelNet 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 TelNet 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 TelNet is not available at the appointed time. TelNet accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of TelNet 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 TelNet by Verizon. If as the result of TelNet 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 TelNet by Verizon. Verizon agrees to respond to TelNet 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. [Intentionally Left Blank]

## 17. Rates and Charges

The rates and charges for UNEs, Combinations and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

## 18. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Michigan a service or arrangement offered under this Attachment, Verizon reserves the right to negotiate in good faith with TelNet reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## COLLOCATION ATTACHMENT

### 1. Verizon's Provision of Collocation

Verizon shall provide to TelNet, in accordance with this Agreement (including, but not limited to, this Collocation Attachment, which includes an Appendix A) and the requirements of Applicable Law, Collocation for the purpose of facilitating TelNet'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 TelNet only to the extent required by Applicable Law and may decline to provide Collocation to TelNet to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to TelNet in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff in effect on July 23, 2004, attached to this Agreement as Appendix A to the Collocation Attachment, except to the extent such provisions are specifically modified by the following provisions in this Collocation Attachment.

1.1 Prohibition on Mixing Tariff Terms and Agreement Terms for a Collocation Arrangement.

TelNet may not mix and match terms and conditions set forth in this Agreement with terms and conditions in Verizon's collocation Tariff(s) with respect to a particular collocation arrangement request. When submitting a Collocation Application to establish a collocation arrangement, TelNet shall indicate whether it is making its election to establish a collocation arrangement pursuant to the terms of this Agreement or pursuant to Tariff.

1.2 TelNet's Reservation of Rights.

Notwithstanding any other provision in this Attachment nothing in this Attachment shall be construed to limit TelNet's rights under state and federal law, including but not limited to, 47 CFR 51.323.

1.3 Insurance Requirements.

In place of the insurance requirements specified in Section 2.7 (through and including Section 2.7.7) of Appendix A to the Collocation Attachment, the insurance requirements specified in Section 21 of the General Terms and Conditions of this Agreement shall apply.

1.4 Application of NRC Refund Where Termination Occurs Prior to Completion of Construction.

The penultimate sentence in Section 2.10.3 of Appendix A to the Collocation Attachment shall be altered to read as follows:

"If after applying these percentages to NRCs already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company (that are not subject to a bona fide dispute), with any remaining refund amount issued to the CLEC. Engineering/Major Augment fees submitted with the application will not be refunded."

1.5 Degradation of Space.

As part of the process described in Section 2.10.4 of Appendix A to this Collocation Attachment, TelNet may, in advance of vacating a collocation arrangement terminated by Verizon or TelNet, seek to negotiate its requirement to restore the collocation space to its original condition at the time of occupancy under Section 2.10.4 of Appendix A to the Collocation Attachment on the grounds that such action would result in a degradation of the space. Such request shall be made at TelNet's earliest reasonable opportunity (i.e., at the time of its termination notice or as soon as reasonably possible after Verizon delivers a termination notice) so that, if possible, the issue may be resolved and TelNet's equipment removed (if necessary) by the effective date of the termination. Where such negotiation is sought by TelNet, the Parties will discuss the specific facts and on a case-by-case basis arrive at a mutually agreeable resolution within fifteen (15) calendar days of TelNet's request for negotiation. If the Parties do not mutually agree, either party may invoke the dispute resolution provisions of this Agreement to resolve the issue. The dispute resolution provisions may be invoked by either Party at any time, including during the 15-day negotiation period referenced above. Nothing herein shall be read to extend the effective date of a termination given under this Attachment.

## APPENDIX A TO THE COLLOCATION ATTACHMENT

Michigan Collocation Tariff

## 911 ATTACHMENT

### 1. 911/E-911 Arrangements

1.1 TelNet may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which TelNet provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide TelNet with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, TelNet and Verizon will negotiate arrangements to connect TelNet to the 911 service in accordance with applicable state law.

1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the technically feasible Point of Interconnection on Verizon's network at which the Parties interconnect, or other points as necessary and mutually agreed, and as required by law or regulation.

1.3 Within thirty (30) days of its receipt of a complete and accurate request from TelNet, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide TelNet, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:

1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where TelNet is providing, or represents to Verizon that it intends to provide within sixty (60) days of TelNet's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which TelNet plans to offer Telephone Exchange Service;

1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

1.3.6 prompt return of any TelNet 911/E-911 data entry files containing errors, so that TelNet may ensure the accuracy of the Customer records.

### 2. Electronic Interface

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

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

**3. 911 Interconnection**

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

**4. 911 Facilities**

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

**5. Local Number Portability for use with 911**

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

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

**6. PSAP Coordination**

Verizon and TelNet will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

**7. 911 Compensation**

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

**8. 911 Rules and Regulations**

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

## 9. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Michigan a service or arrangement offered under this Attachment, Verizon reserves the right to negotiate in good faith with TelNet reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## PRICING ATTACHMENT

### 1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.

1.3 Unless otherwise specifically stated, the Charges for a Service shall be the Charges for the Service stated in this Agreement. However, if Verizon performs a new cost study and that cost study becomes effective during the pendency of this Agreement, the rates and rate structures derived from Verizon's new cost study shall supercede the rates and rate structures contained in this Agreement.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in the providing Party's Tariff. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify TelNet in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill TelNet, and TelNet shall pay to Verizon, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to TelNet pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to TelNet and thereafter.

1.5 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.4 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing. If the Parties cannot reach a mutual agreement, either Party may invoke the Dispute Resolution mechanism set forth in Section 14 of the General Terms and Conditions of the Agreement.

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

2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

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

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

2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by TelNet for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to TelNet for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to TelNet for resale pursuant to Section 251(c)(4) of the Act.

2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

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

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

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

2.3 Other Charges.

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

**3. TelNet Prices**

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

**4. [Intentionally Left Blank]**

**5. Regulatory Review of Prices**

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

## APPENDIX A TO THE PRICING ATTACHMENT*

**V1.3**

## I. Rates and Charges for Transport and Termination of Traffic[1]

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **$0.0049291♣ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **$0.0083114♣ per minute of use.**

B. The Tandem Transit Service Charge is **$0.0031360♣ per minute of use.**

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – The rate for Dedicated DS1 Meet Point B (Tandem) trunk port, as set forth in the Verizon FCC Interstate Tariff No. 14 for the relevant third party carrier.

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

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* This standard rate Appendix may contain rates and charges for (and/or references to) services, facilities, arrangements and the like that Verizon is not required to provide under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,(e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that it is not required to provide under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement (which includes its Amendments).

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

**♣ Michigan Commission Rates, Case No. U-11832**

## II. Services Available for Resale

The avoided cost discount for all Resale services when Verizon provides Operator Services/Directory Assistance (OS/DA) is 15.80%. The avoided cost discount for all Resale services when Verizon does not provide OS/DA is 16.76%.

### Non-Recurring Charges for Resale Services

In accordance with the arbitration award in Case No. U-13931, Verizon may charge TelNet non-recurring charges for resale services at the same rate it imposes non-recurring charges on end user customers that order the same service from Verizon minus the applicable resale discount.

### Application of NRCs

Pre-ordering:

> CLEC Account Establishment is a one-time charge applied the first time that TelNet orders any service from Verizon.

Ordering and Provisioning:

> In accordance with the arbitration award in Case No. U-13931, Verizon may impose non-recurring charges for resale services on TelNet only under the same circumstances and conditions that it would impose such charges on end user customers.

## III. Prices for Unbundled Network Elements

### Monthly Recurring Charges

### Local Loop

| | | |
|---|---|---|
| 2 Wire Analog Loop (inclusive of NID) | $ | 26.16♣ |
| 4 Wire Analog Loop (inclusive of NID) | $ | 42.09♣ |
| 2 Wire Digital Loop (inclusive of NID) | $ | 26.16♣ |
| 4 Wire Digital Loop (inclusive of NID) | $ | 42.09♣ |
| DS-1 Loop | $ | 47.26⊕ |
| DS-3 Loop | $ | 743.35⊕ |

### Supplemental Features:

| | | |
|---|---|---|
| ISDN-BRI Line Loop Extender | $ | 4.32 |
| DS1 Clear Channel Capability | $ | 0.00⊕ |

### Sub-Loop

| | | |
|---|---|---|
| 2-Wire Feeder | $ | 13.25♣ |
| 2-Wire Distribution | $ | 15.33♣ |
| 4-Wire Feeder | $ | 16.29♣ |
| 4-Wire Distribution | $ | 28.23♣ |
| 2-Wire Drop | $ | 2.58♣ |
| 4-Wire Drop | $ | 4.44♣ |
| Inside Wire | | BFR |

### Network Interface Device (leased separately)

| | | |
|---|---|---|
| Basic NID | $ | .77♣ |
| Complex (12 x) NID | $ | 1.80 |

### Switching

| | | |
|---|---|---|
| Port | | |
| Basic Analog Line Side Port | $ | 4.27♣ |
| Coin Line Side Port | $ | 8.66 |
| ISDN BRI Digital Line Side Port | $ | 8.19⊕ |
| DS-1 Digital Trunk Side Port | $ | 84.81♣ |
| ISDN PRI Digital Trunk Side Port | $ | 159.60⊕ |

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⊕ For avoidance of doubt, as more specifically set forth in footnote 3, which is applicable to all rates and charges listed in this Pricing Appendix, nothing in this Appendix, including but not limited to inclusion of this rate element and a corresponding rate, shall be deemed to require Verizon to provide a service, facility, arrangement or the like that Verizon is not required to provide under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement (including its Amendments).

♣ Michigan Commission Rates, Case No. U-11832

| | | |
|---|---|---|
| Usage Charges (must purchase Port) | | |
| Local Central Office Switching | | |
| (Overall Average MOU) | $ | 0.0049291♣ |
| Common Shared Transport | | |
| Transport Facility (Average MOU/ALM) | $ | 0.0000226♣ |
| Transport Termination (Average MOU/Term) | $ | 0.0002463♣ |
| Tandem Switching (Average MOU) | $ | 0.0025055♣ |
| Terminating to Originating Ratio | | 1.00♦ |

**Dedicated Transport Facilities**

| | | |
|---|---|---|
| CLEC Dedicated Transport | | |
| CDT 2 Wire | $ | 43.91♣ |
| CDT 4 Wire | $ | 58.47♣ |
| CDT DS1 | | |
| First System | $ | 102.35♣ |
| Additional System | $ | 102.35♣ |
| CDT DS3 Optical Interface | $ | 159.92♣ |
| CDT DS3 Electrical Interface | $ | 325.17♣ |
| Interoffice Dedicated Transport | | |
| IDT DS0 Transport Facility per ALM | $ | 0.20♣ |
| IDT DS0 Transport Termination | $ | 22.99♣ |
| IDT DS1 Transport Facility per ALM | $ | 8.41♣ |
| IDT DS1 Transport Termination | $ | 91.84♣ |
| IDT DS3 Transport Facility per ALM | $ | 64.25♣ |
| IDT DS3 Transport Termination | $ | 387.77♣ |
| Multiplexing | | |
| DS1 to Voice Multiplexing | $ | 341.49♣ |
| DS3 to DS1 Multiplexing | $ | 821.69♣ |
| DS1 Clear Channel Capability | $ | 0.00⊕ |

**Unbundled Dark Fiber**

| | | |
|---|---|---|
| Unbundled Dark Fiber Loops/Sub-Loops | | |
| Dark Fiber Loop | $ | 67.13 |
| Dark Fiber Sub-Loop – Feeder | $ | 53.17 |
| Dark Fiber Sub-Loop – Distribution | $ | 13.96 |
| Unbundled Dark Fiber Dedicated Transport | | |
| Dark Fiber IDT –Facility | $ | 24.80 |
| Dark Fiber IDT –Termination | $ | 6.34 |

♦ Upon request, the Parties will negotiate a different value for the Terminating to Originating ratio to replace the default assumption of a 1:1 ratio of incoming to outgoing calls, to the extent a different factor can be supported by a Party through reference to objectively verifiable data such as traffic studies or other sources.

**Intermediate Office Cross Connect** **TBD**

**UNE-P Pricing**

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

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

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

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

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

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

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

**EEL Pricing**

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

**Line Splitting**[2]

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

[2] Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

## NON-RECURRING CHARGES

Loops, Sub-Loops and Ports-Analog

Service Ordering (Loop Sub-Loop or Port)

| | |
|---|---|
| Initial Service Order, per order | $ 5.00♣ |
| Transfer of Service Charge, per order | $ 5.00♣ |
| Subsequent Service Order, per order | $ 5.00♣ |

Installation

| | |
|---|---|
| Unbundled Loop, per loop and sub-loop | $ 2.32♣ |
| Unbundled Port, per port | $ 2.32♣ |
| Loop Facility Charge, per trip[3] | $ 12.75♣ |

Customer Service Record Research

| | |
|---|---|
| Per Request | $ 5.00♣ |

Loops and Ports-Digital (2 and 4 Wire Compatible Digital Loops)

Service Ordering (Loop or Port)

| | |
|---|---|
| Initial Service Order, per order | $ 5.00♣ |
| Transfer of Service Charge, per order | $ 5.00♣ |
| Subsequent Service Order, per order | $ 5.00♣ |

Installation

| | |
|---|---|
| Unbundled Loop, per loop and sub-loop | $ 2.32♣ |
| Unbundled Port, per port | $ 2.32♣ |
| Loop Facility Charge, per trip | $ 12.75♣ |

Customer Service Record Research

| | |
|---|---|
| Per Request | $ 5.00♣ |

| | |
|---|---|
| Engineering Query Charge | TBD |
| Engineering Work Order Charge | TBD |
| Line and Station Transfer Charge | $ 154.53 |

[3] The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

♣ Michigan Commission Rates, Case No. U-11832

## CUSTOM HANDLING

Coordinated Conversions:

| | |
|---|---|
| ISO | $ 17.76 |
| Central Office Connection | $ 9.43 |
| Outside Facility Connection | $ 8.09 |

Hot Coordinated Conversions First Hour:

| | |
|---|---|
| ISO | $ 23.91 |
| Central Office Connection | $ 37.72 |
| Outside Facility Connection | $ 32.36 |

Hot Coordinated Conversions per Additional Quarter Hour:

| | |
|---|---|
| ISO | $ 4.88 |
| Central Office Connection | $ 9.43 |
| Outside Facility Connection | $ 8.37 |

## NON-RECURRING CHARGES – OTHER UNE's & Misc.

| LOCAL WHOLESALE SERVICES | Ordering 100% Manual | Ordering Semi-Mech. | Provisioning Initial Unit | Addt'l Unit |
|---|---|---|---|---|
| **UNBUNDLED NID** | | | | |
| Exchange – Basic | $ 27.06 | $ 18.83 | $ 33.99 | N/A |
| **UNBUNDLED DARK FIBER** | | | | |
| Advanced - Service Inquiry Charge | $405.87 | $405.65 | N/A | N/A |
| Advanced - Interoffice Dedicated Transport - Initial | $ 64.80 | $ 64.57 | $267.28 | $224.68 |
| Advanced - Unbundled Loop - Initial | $ 64.80 | $ 64.57 | $261.86 | $220.43 |
| Advanced - Sub-Loop Feeder - Initial | $ 64.80 | $ 64.57 | $261.86 | $220.43 |
| Advanced - Sub-Loop Distribution - Initial | $ 64.80 | $ 64.57 | $264.84 | $216.19 |
| Dark Fiber Record Review (with reservation) | TBD | | | |
| Intermediate Office Cross Connect | TBD | | | |
| Dark Fiber Optional Engineering Services | TBD | | | |
| **ENHANCED EXTENDED LINK EXTENDED LOOPS (EELs) Loop portion ( In addition, IDT and CDT charges apply if applicable to the EEL arrangement)** | | | | |
| Advanced - Basic (2-wire and 4-wire) - Initial | $ 88.39 | $ 56.13 | $ 2.32 | N/A |
| Advanced - Basic (2-wire and 4-wire) - Subsequent | $ 38.02 | $ 21.89 | $ 2.32 | N/A |
| DS1/DS3 - Initial | $ 97.94 | $ 65.68 | $ 2.32 | N/A |
| DS1/DS3 - Subsequent | $ 38.02 | $ 21.89 | $ 2.32 | N/A |
| DS3 to DS1 Multiplexer | N/A | N/A | $450.00 | N/A |
| DS1 to DS0 Multiplexer | N/A | N/A | $800.00 | N/A |
| **Changeover Charge - (Conversion from Special Access to EELs or Transport)** | | | | |
| Advanced - Basic (2-wire and 4-wire) Changeover (As Is) | $161.87 | $ 99.77 | $ 41.64 | N/A |
| Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only | $ 7.52 | $ 4.56 | $ 41.64 | N/A |
| Advanced - Complex (DS1 and above) Changeover (As Is) | $179.37 | $117.27 | $ 41.64 | N/A |
| Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only | $ 7.52 | $ 4.56 | $ 41.64 | N/A |
| **LOOP CONDITIONING[4] (No charge for load coil or excessive bridged tap removal on loops 12,000 feet or less)** | | | | |
| Loop Conditioning - Bridged Tap | N/A | N/A | $318.71 | $ 34.88 |
| Loop Conditioning - Bridged Tap Removal Only | N/A | N/A | $318.71 | N/A |
| Loop Conditioning - Load Coils (loops greater than 12,000 feet) | N/A | N/A | $249.91 | N/A |
| Loop Conditioning - Load Coil Removal Only | N/A | N/A | $249.91 | N/A |
| Loop Conditioning - Load Coils / Bridged Tap | N/A | N/A | $568.62 | $ 34.88 |
| Loop Conditioning – Bridged Tap and Load Coil Removal | N/A | N/A | $568.62 | N/A |

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

| | | | | |
|---|---|---|---|---|
| **LOOP QUALIFICATION** | | | | |
| Loop Qualification | $ 0.00 | $ 0.00 | N/A | N/A |
| **UNE PLATFORM** | | | | |
| Exchange - Basic - Initial | $ 31.57 | $ 22.13 | $ 28.23 | $ 26.58 |
| Exchange - Basic - Subsequent | $ 16.44 | $ 13.26 | $ 1.08 | $ 1.08 |
| Exchange - Basic - Changeover | $ 19.93 | $ 15.54 | $ 0.90 | $ 0.90 |
| Exchange - Complex Non-Digital - Initial | $ 41.35 | $ 27.53 | $162.41 | $ 31.70 |
| Exchange - Complex Non-Digital - Subsequent (Port Feature) | $ 16.44 | $ 13.26 | $ 5.89 | $ 5.89 |
| Exchange - Complex Non-Digital - Subsequent (Switch Feature Group) | $ 20.82 | $ 13.26 | $ 22.73 | $ 22.73 |
| Exchange - Complex Non-Digital - Changeover (As Is) | $ 22.35 | $ 17.96 | $ 3.61 | $ 3.61 |
| Exchange - Complex Non-Digital - Changeover (As Specified) | $ 30.08 | $ 21.31 | $ 20.97 | $ 3.61 |
| Exchange - Complex Digital - Initial | $ 41.35 | $ 27.53 | $205.75 | $ 28.18 |
| Exchange - Complex Digital - Subsequent (Port Feature) | $ 16.44 | $ 13.26 | $ 5.15 | $ 5.15 |
| Exchange - Complex Digital - Subsequent (Switch Feature Group) | $ 20.82 | $ 13.26 | $ 22.73 | $ 22.73 |
| Exchange - Complex Digital - Changeover (As Is) | $ 22.35 | $ 17.96 | $ 4.18 | $ 4.18 |
| Exchange - Complex Digital - Changeover (As Specified) | $ 30.08 | $ 21.31 | $ 80.98 | $ 4.18 |
| Advanced - Complex - Initial | $ 48.35 | $ 34.53 | $681.24 | $303.66 |
| Advanced - Complex - Subsequent | $ 20.82 | $ 13.26 | $ 65.81 | $ 48.47 |
| Advanced - Complex - Changeover (As Is) | $ 24.06 | $ 19.67 | $ 51.51 | $ 34.17 |
| Advanced - Complex - Changeover (As Specified) | $ 37.08 | $ 28.31 | $ 82.31 | $ 64.97 |
| **INTEROFFICE DEDICATED TRANSPORT (IDT)(Also applies to IDT portion of an EEL arrangement)** | | | | |
| Advanced - Basic (2-wire and 4-wire) - Initial | $ 95.49 | $ 63.01 | $428.58 | N/A |
| Advanced - Basic(2-wire and 4-wire) - Subsequent | $ 45.12 | $ 28.77 | $ 58.20 | N/A |
| Advanced - Complex (DS1 and above)- Initial | $105.04 | $ 72.56 | $584.49 | N/A |
| Advanced - Complex (DS1 and above)- Subsequent | $ 45.12 | $ 28.77 | $ 86.80 | N/A |
| **CLEC DEDICATED TRANSPORT (CDT)** | | | | |
| Entrance Facility/Dedicated Transport DS0 - Initial | $ 95.49 | $ 63.01 | $390.08 | N/A |
| Entrance Facility/Dedicated Transport DS0 - Subsequent | $ 45.12 | $ 28.77 | $ 58.20 | N/A |
| Entrance Facility/Dedicated Transport DS1/DS3 - Initial | $105.04 | $ 72.56 | $515.03 | N/A |
| Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent | $ 45.12 | $ 28.77 | $ 86.80 | N/A |
| Clear Channel Capability | N/A | N/A | $ 90.00 | N/A |
| **SIGNALING SYSTEM 7 (SS7)** | | | | |
| Facilities and Trunks - Initial | $237.67 | $205.19 | $568.54 | N/A |
| Facilities and Trunks - Subsequent (with Engineering Review) | $ 71.58 | $ 55.23 | $213.12 | N/A |
| Facilities and Trunks - Subsequent (w/o Engineering Review) | $ 71.58 | $ 55.23 | $ 67.28 | N/A |
| Trunks Only - Initial | $126.13 | $ 93.65 | $505.41 | N/A |
| Trunks Only - Subsequent (with Engineering Review) | $ 49.46 | $ 33.11 | $202.03 | N/A |
| Trunks Only - Subsequent (w/o Engineering Review) | $ 49.46 | $ 33.11 | $ 67.28 | N/A |
| STP Ports (SS7 Links) | $237.67 | $205.19 | $438.81 | N/A |
| **CUSTOMIZED ROUTING** | BFR | BFR | BFR | BFR |

| | | | | |
|---|---|---|---|---|
| **EXPEDITES** | | | | |
| Exchange Products | $ 3.36 | $ 3.36 | N/A | N/A |
| Advanced Products | $ 25.80 | $ 25.80 | N/A | N/A |
| **OTHER** | | | | |
| CLEC Account Establishment (per CLEC) | $166.32 | $166.32 | N/A | N/A |
| Design Change Charge - EELs and Transport | $ 27.00 | $ 27.00 | N/A | N/A |
| **LINE SHARING - CLEC OWNED SPLITTER[5]** | | | | |
| CLEC Splitter Connection - Initial | $ 32.19 | $ 22.52 | $ 53.04 | $ 47.29 |
| CLEC Splitter Connection - Subsequent | $ 13.24 | $ 9.83 | $ 14.49 | $ 13.53 |

[5] Line Sharing Collocation application, Augment and Cross Connect Charges apply. See Section V. for Collocation rates.

**Application of NRCs**

Preordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Engineering Work Order applies, where available, if TelNet requests conditioning activity (i.e., removal of Load Coils, Bridged Taps).

Engineering Query applies, where available, if TelNet requests further detailed analysis of individual Loop characteristics.

Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.

## IV. Rates and Charges for 911

See State Tariff.

## V. Collocation Rates

See Appendix A of the Collocation Attachment.

# AMENDMENT NO. 1

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NORTH INC.**
**CONTEL OF THE SOUTH, INC., D/B/A VERIZON NORTH SYSTEMS**

**and**

**TELNET WORLDWIDE, INC.**

This Amendment No. 1 (the "Amendment") is made by and between Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems ("Verizon"), a Wisconsin corporation with offices at 100 Executive Drive, Marion, OH 43302, and TelNet Worldwide, Inc., a Michigan corporation with offices at 5455 Corporate Drive, Suite 206, Troy, MI 48098 ("TelNet"), and shall be deemed effective on April 27, 2005 and in no event later than the date on which the Agreement (as defined below) takes effect (the "Amendment Effective Date"). Verizon and TelNet are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Michigan (the "State").

**WITNESSETH**:

**WHEREAS**, Verizon and TelNet, pursuant to Section 252(a)(1) of the Communications Act of 1934, as amended (the "Act"), are filing concurrently herewith for Commission approval an Interconnection Agreement under Sections 251 and 252 of the Act dated April 27, 2005 (the "Agreement"); and

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

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

**WHEREAS**, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and addressing the remanded issues raised in the D.C. Circuit Decision;

**WHEREAS**, in light of the foregoing developments, the Parties, pursuant to Section 252(a) of the Act, wish to amend the Agreement, effective as of the effective date of the Agreement, in order to give contractual effect to the provisions set forth herein; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement, effective as of the effective date of the Agreement, in order to give contractual effect to the provisions of the TRO and certain aspects of the D.C. Circuit Decision as set forth herein; and

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

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to the TRO Amendment (including Exhibit A) attached hereto, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

2. General Conditions.

   2.1. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling") to TelNet under the terms of this Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to TelNet to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

   2.2. TelNet may use a UNE, Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to TelNet.

   2.3. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon becomes obligated (whether pursuant to interim FCC rules applicable to a Discontinued Facility with respect to which the D.C. Circuit Decision vacated an FCC impairment finding, or otherwise) to provide to TelNet pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a Discontinued Facility or a UNE, Combination, or Commingling that, as of the Amendment Effective Date, Verizon is not required to provide to TelNet under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such Discontinued Facility, UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions, or (in the absence of an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions) as mutually agreed by the Parties in a written amendment to the Amended Agreement. The negotiation of such an amendment shall be subject to the dispute resolution procedure set forth in Section 14 of the General Terms and Conditions of the Agreement and if the Parties cannot reach a resolution, either Party may file an Arbitration petition with the Michigan Public Service Commission.

3. Discontinued Facilities.

   3.1. Generally. Notwithstanding any other provision of the Agreement, this Amendment (subject to the limited exceptions with respect to FTTP Loops and Hybrid Loops set forth in Section 4 below), or any Verizon tariff or SGAT, Verizon shall not be obligated to offer or provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 access to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. The Parties acknowledge that, except as set forth in Section 3.2 below, Verizon has, prior to the Amendment Effective Date, provided TelNet with all required notices of discontinuance of Discontinued Facilities, and that any required notice period has expired. Accordingly, subject to Section 3.2 below, Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, a Verizon SGAT or tariff, or otherwise, may, at any time and without further notice to TelNet, cease providing any Discontinued Facility under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

   3.2. Temporary Provision of Certain Facilities. Subject to and without limiting Section 3.1 above except as expressly provided below:

3.2.1. Enterprise Switching. The Parties acknowledge that Verizon has, prior to execution of this Amendment, provided TelNet with all required notices of discontinuance of Enterprise Switching and any shared transport for use with Enterprise Switching, and that any required notice period will expire (or has expired) no later than August 22, 2004. Accordingly, Verizon will provide Enterprise Switching (and any shared transport for use with Enterprise Switching) under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 through August 22, 2004, and not beyond that date.

3.2.2. Interim Rule Facilities. This Section 3.2.2 implements the Commission's ruling in its Opinion and Order in Case No. U-1393 and, for the avoidance of doubt, does not represent a voluntary agreement of the Parties. On August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding incumbents' unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC made no lawful impairment finding under Section 251 of the Act. On February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and finalizing the mandatory transitional schedule that it had contemplated in the Interim Rules Order. Pursuant to the arbitration award in Michigan PSC Case No. U-13931:

3.2.2.1. Verizon, during the period up to and including March 11, 2005, shall provide TelNet with unbundled access to Mass Market Switching (and shared transport for use with Mass Market Switching), Other DS0 Switching (and shared transport for use with Mass Market Switching), and Interim Transmission Facilities (as defined in Section 5 below) (all of the foregoing facilities may be referred to collectively as the "Interim Rule Facilities" or, individually, as an "Interim Rule Facility"), if at all, upon the rates, terms, and conditions upon which Verizon was required, if at all, to provide TelNet with unbundled access to those facilities under its pre-existing interconnection agreement in Michigan as of June 15, 2004, and only for so long as, and to the extent that, the Interim Rules Order remains effective during the period up to and including March 11, 2005. Beyond March 11, 2005, Verizon shall provide TelNet with unbundled access to Interim Rule Facilities in accordance with but only to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, including without limitation the TRRO (and only for so long as, and to the extent that, the TRRO remains effective and is not stayed, reversed, modified, or vacated), accordingly, Verizon shall continue during the applicable transition period specified in the TRRO (and not beyond such period) to provide TelNet's embedded base of UNEs that, as of March 11, 2005, became Discontinued Facilities by operation of the TRRO, and such embedded base of UNEs shall be subject to FCC-prescribed rate increases pursuant to Section 3.2.2.3 below.

3.2.2.2. To the extent a facility is (or becomes) a Discontinued Facility only as to new orders that TelNet may place for such a facility, Verizon, to the extent it has not already discontinued its acceptance of such new orders and provided it has given at least ninety (90) days written notice in cases where it has not already discontinued its acceptance of such new orders, may reject such new orders on the effective date of the notice of discontinuance and thereafter. Verizon may, but shall not be required to, issue the foregoing notice in advance of the date on which the facility shall become a Discontinued Facility as to new orders that TelNet may

place, so as to give effect to Verizon's right to reject such new orders immediately on that date.

3.2.2.3. Implementation of FCC Rate Increases. Verizon may, but shall not be required to, implement any rate increases or new charges established by the FCC in the TRRO, once effective, for unbundled network elements, combinations of unbundled network elements, or related services, by issuing to TelNet a schedule of such rate increases and/or new charges, provided that the rate provisions of such FCC orders are not subject to a stay issued by any court of competent jurisdiction. Any such rate increases or new charges shall take effect on the date indicated in the schedule issued by Verizon, but no earlier than the date established by the FCC, and shall be paid by TelNet in accordance with the terms of the Amended Agreement. Verizon may, but shall not be required to, use a true up to apply the rate increases or new charges effective as of the date indicated in the schedule issued by Verizon. The Parties acknowledge that Verizon, prior to the Amendment Effective Date, may have provided TelNet such a schedule- identifying rate increases or new charges for certain Discontinued Facilities, and that no further notice or schedule is required for those rate increases or new charges to take effect. Any such rate increases and new charges that the FCC may establish shall be in addition to, and not in limitation of, any rate increases and new charges that the Michigan Public Service Commission may approve or that Verizon may otherwise implement under the Amended Agreement or applicable tariffs. Nothing set forth in this Section 3.2.2.3 shall be deemed an admission of Verizon (including, but not limited to, as to whether this Amendment is required in order for Verizon to charge the FCC-prescribed rate increases and new charges described herein) or limit Verizon's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed, or invalidated any limit the FCC may impose on Verizon's rates and charges.

3.2.3. Grandfathered Line Sharing. The Parties acknowledge that Verizon has, prior to execution of this Amendment, provided TelNet with all required notices of discontinuance of Line Sharing, and that as of October 2, 2003, Verizon is no longer required to provide Line Sharing under the Agreement pursuant to § 251(c)(3) or 47 C.F.R. Part 51. Certain Line Sharing arrangements have been grandfathered pursuant to the FCC's Section 201 authority, and certain other new Line Sharing arrangements have been available for a limited period of time at rates established pursuant to FCC-prescribed pricing rules under that Section 201 authority.

3.3. Continuation of Facilities Under Separate Arrangement. To the extent TelNet wishes to continue to obtain access to a Discontinued Facility under a separate arrangement (e.g., a separate agreement at market-based rates, an arrangement under a Verizon access tariff, or resale), TelNet shall have promptly undertaken and concluded such efforts as may be required to secure such arrangement prior to the date on which Verizon is permitted to cease providing the Discontinued Facility; provided, however, that in no event shall TelNet's failure to secure such an arrangement affect Verizon's right to cease providing a Discontinued Facility. If Verizon is permitted to cease providing a Discontinued Facility under this Section 3 and TelNet has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of a Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment pursuant to a pre-existing or independent right it may have under the Agreement, a Verizon SGAT or tariff, or otherwise, shall reprice the subject Discontinued Facility by application of a surcharge to be equivalent to access, resale, or other analogous arrangement that Verizon shall identify

in a written notice to TelNet. The Parties acknowledge that Verizon has, in written notices issued to TelNet prior to the Amendment Effective Date, identified such arrangements to replace certain Discontinued Facilities and that Verizon may implement such arrangements without further notice. The rates, terms, and conditions of such arrangements that Verizon has identified prior to the Amendment Effective Date or that Verizon may identify pursuant to this Section 3 shall apply and be binding upon TelNet as of the date specified by Verizon consistent with any advance notice requirement under this Section 3.

3.4. Limitation With Respect to Replacement Arrangements. Any negotiations regarding a replacement arrangement that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amended Agreement to Verizon's provision of a facility or service that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of such rates, terms, or conditions pursuant to 47 U.S.C. § 252(b).

3.5. Pre-Existing and Independent Discontinuance Rights. Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Section 3 are in addition to, and not in limitation of, any rights Verizon may have as to discontinuance of Discontinued Facilities under the Agreement, a Verizon tariff or SGAT, or otherwise. Nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing or independent right it may have under the Agreement, a Verizon tariff or SGAT, or otherwise to cease providing a Discontinued Facility.

4. Prospective Provision of Certain Facilities and Services.

4.1. FTTP Loops – Overbuilds. Subject to and without limiting Section 3 above except as expressly provided in this Section 4.1, if (a) Verizon deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b Verizon retires that copper Loop and there are no other available copper Loops or Hybrid Loops for TelNet's provision of a voice grade service to its end user customer, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide TelNet with nondiscriminatory access on an unbundled basis to a transmission path from Verizon's serving wire center to the demarcation point at the end user's customer premises capable of voice grade service. For the avoidance of doubt, in no event shall TelNet be entitled to obtain access to an FTTP Loop (or any segment or functionality thereof) on an unbundled basis where Verizon has deployed such a Loop to the customer premises of an end user that previously was not served by any Verizon Loop other than an FTTP Loop.

4.2. Hybrid Loops – Narrowband Services.

4.2.1. Generally. Subject to and without limiting Section 3 above except as expressly provided in this Section 4.2.1, when TelNet seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or in Verizon's sole discretion, (b) provide access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using pre-existing time division

multiplexing technology (but no features, functions or capabilities used to transmit packetized information).

4.2.2. IDLC Hybrid Loops. Subject to and without limiting Section 3 above except as expressly provided in this Section 4.2.2, if TelNet requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide TelNet unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

4.2.2.1. Verizon will endeavor to provide TelNet with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

4.2.2.2. If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of TelNet, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, TelNet shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon TelNet's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by TelNet after construction work has started, TelNet shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

4.2.2.3. Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 4.2.2 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere. Any carrier-to-carrier service quality measurements that might be adopted or approved by the Commission at any future date will apply notwithstanding Verizon MI's voluntary reporting of its performance under other provisions of GTC Section 31.3.

4.3. Sub-Loop.

4.3.1. Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-specific request, TelNet may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

4.4. Commingling and Combinations.

4.4.1. Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to the conditions set forth in Section 3 above and the following Section 4.4.2, Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47

C.F.R. Part 51, or under a Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51, Verizon shall, upon request of TelNet, perform the functions necessary to commingle or combine Qualifying UNEs with Qualifying Wholesale Services. Subject to Section 3.4 above, the rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, *however*, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere. Any carrier-to-carrier service quality measurements that might be adopted or approved by the Commission at any future date will apply notwithstanding Verizon MI's voluntary reporting of its performance under other provisions of GTC Section 31.3.

4.4.2. Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to Section 3 above), or any Verizon tariff or SGAT to the contrary:

4.4.2.1. Verizon shall not be obligated to provide:

4.4.2.1.1. an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

4.4.2.1.2. an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

4.4.2.1.3. unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

4.4.2.1.4. unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

4.4.2.1.5. unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

except to the extent and so long as Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51 to do so, and then not unless and until TelNet certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. TelNet must remain in compliance with said service eligibility criteria for so long as TelNet continues to receive the aforementioned combined or commingled

facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Discontinued Facility subject to the provisions of Section 3.3 above. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. Carriers seeking to opt into this Agreement who have existing Loop-Transport Combinations purchased from Verizon that have not been specifically certified under the certification requirements set forth by the FCC in the TRO must first negotiate with Verizon and, if necessary, arbitrate the issue of whether re-certification of existing Loop-Transport Combinations is necessary, and, to the extent re-certification is required, the consequences of a carrier's failure to re-certify.

4.4.2.2. Each written certification to be provided by TelNet pursuant to Section 4.4.2.1 shall provide the information required by the FCC.

4.4.2.3. The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.

4.4.2.4. Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.

4.4.2.5. All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, if Verizon has filed a new cost study and received MPSC approval for such a charge, then a retag fee per circuit will apply.

4.4.2.6. All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics. Any carrier-to-carrier service quality measurements that might be adopted or approved by the Commission at any future date will apply notwithstanding Verizon MI's voluntary reporting of its performance under other provisions of GTC Section 31.3.

4.4.2.7. Once per calendar year, Verizon may obtain and pay for an independent auditor to audit TelNet's compliance in all material respects with the service eligibility criteria applicable to EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that TelNet failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then TelNet must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from

Verizon. Should the independent auditor confirm TelNet's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then TelNet shall provide to the independent auditor for its verification a statement of TelNet's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse TelNet for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. TelNet shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated. If either Party disputes the finding of the independent auditor, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in Section 14 of the General Terms and Conditions of the Agreement.

4.4.2.8. Nothing contained in this Section 4.4 shall be deemed: (a) to establish in the first instance any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, for any period of time not required under Section 3 of this Amendment, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

4.5. Routine Network Modifications.

4.5.1. General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by TelNet to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable TelNet to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable.

4.5.2. Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere. Any carrier-to-carrier service quality measurements that might be adopted or approved by the Commission at any future date will apply

notwithstanding Verizon MI's voluntary reporting of its performance under other provisions of GTC Section 31.3.

4.5.3. Nothing contained in this Section 4.5 shall be deemed: (a) to establish in the first instance any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, for any period of time not required under Section 3 of this Amendment, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Facility (including, but not limited to, Verizon's right to cease providing Interim Transmission Facilities under Section 3.2.2 of this Amendment).

5. Miscellaneous Provisions.

5.1. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.1.

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

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

5.4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

5.5. Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Michigan Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.

5.6. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

5.7. Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

5.7.1. Call-Related Databases. Databases, other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

5.7.2. Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.

5.7.3. Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of TelNet or a third party are not Dark Fiber Transport.

5.7.4. Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of TelNet or a third party are not Dedicated Transport.

5.7.5. Discontinued Facility. Any facility that Verizon, at any time prior to the Amendment Effective Date, provided or offered to provide to TelNet on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, whether by operation of the TRO or other ruling, order, or determination of the FCC, a ruling, order, or determination of a court of competent jurisdiction, or otherwise. By way of example and not by way of limitation, Discontinued Facilities include the following: (a) any Entrance Facility; (b) Enterprise Switching; (c) Mass Market Switching; (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) DS1 Loops or DS3 Loops out of any wire center at which the Federal Unbundling Rules do not require Verizon to provide TelNet with unbundled access to such Loops; (g) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that the Federal Unbundling Rules require Verizon to provide to TelNet on an unbundled basis at a particular building location; (h) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any route as to which the Federal Unbundling Rules do not require Verizon to provide TelNet with unbundled access to such Transport; (i) any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that the Federal Unbundling Rules require Verizon to provide to TelNet on an unbundled basis on a particular route; (j) Dark Fiber Loops; (k) the Feeder portion of a Loop; (l) Line Sharing; (m) any Call-Related Database other than the 911 and E911 databases; (n) Signaling; (o) FTTP Loops (lit or unlit); (p) Hybrid Loops (subject to the limited exceptions set forth in Section 4.2 above); (q) Shared Transport; or (r) any other facility or class of facilities as to which the FCC has made a finding of nonimpairment.

5.7.6. DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.

5.7.7. DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.

5.7.8. DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-1 Loop requires the electronics necessary to provide the DS-1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links."

5.7.9. DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-3 Loop requires the electronics necessary to provide the DS-3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links."

5.7.10. Enterprise Switching. Local Switching or Tandem Switching that, if provided to TelNet would be used for the purpose of serving TelNet's customers using DS1 or above capacity Loops.

5.7.11. Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of TelNet or a third party.

5.7.12. Federal Unbundling Rules. Any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Amendment to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

5.7.13. Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.

5.7.14. Four-Line Carve Out Switching. Local Switching with respect to which the FCC's four-line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Rcd 3822-31 (1999), removed Verizon's unbundling obligation.

5.7.15. FTTP Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises, provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the wire center that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

5.7.16. House and Riser Cable. This section intentionally left blank.

5.7.17. Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

5.7.18. Interim Transmission Facilities. DS1 Loops (including DS1 Hybrid Loops), DS3 Loops (including DS3 Hybrid Loops), Dark Fiber Loops, DS1 Transport, DS3 Transport, and Dark Fiber Transport.

5.7.19. Line Sharing. The process by which TelNet provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises.

5.7.20. Local Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

5.7.21. Mass Market Switching. Local Switching or Tandem Switching that, if provided to TelNet, would be used for the purpose of serving a TelNet end user customer with DS0 Loops. Mass Market Switching does not include Four-Line Carve Out Switching.

5.7.22. [Intentionally Left Blank.]

5.7.23. Packet Switching. The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

5.7.24. Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.

5.7.25. Sub-Loop for Multiunit Premises Access. Any portion of a Loop, other than an FTTP Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.

5.7.26. Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not

contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A Verizon tandem switch does not provide basic functions such as dial tone service.

5.8. State Law. Pursuant to the arbitration award in Case No. U-13931, notwithstanding any other provision in this Amendment or the Agreement, nothing herein shall be construed to limit either Party's rights or obligations under State Law. If State Law grants or imposes unbundling, interconnection, or other competitive rights or obligations upon either party in addition to the rights and obligations that are imposed by Federal Law, that are not preempted by Federal Law, the Parties agree to be bound by the rights and obligations imposed by State Law.

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

| | |
|---|---|
| **TelNet Worldwide, Inc.** | **Verizon North Inc. Contel of the South, Inc., d/b/a Verizon North Systems** |
| By: _____ | By: _____ |
| Printed: _____ | Printed: Jeffrey A. Masoner |
| Title: _____ | Title: Vice President - Interconnection Services |

## Pricing Attachment to the TRO Amendment

1. General

1.1. As used in this Attachment:

1.1.1. “Services” means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2. "Charges" means the rates, fees, charges and prices for a Service.

1.2. Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify TelNet in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill TelNet, and TelNet shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to TelNet pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to TelNet and thereafter.

1.3. In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Michigan Public Service Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Michigan Public Service Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.

1.4. In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

1.5. Notwithstanding any other provision in this Amendment, including but not limited to its Section 3.2.2.3, or the Agreement, Verizon shall not unilaterally impose any charge for services upon TelNet. If the parties cannot agree upon a charge for a service, the dispute shall be resolved in accordance with the dispute resolution procedures of the Agreement. .

1.6. If Verizon performs a new cost study and that cost study becomes effective during the pendency of this Agreement, the rates and rate structures derived from Verizon’s new cost study shall supercede the rates and rate structures contained in this Agreement.

# EXHIBIT A*

| | | |
|---|---|---|
| | | |
| | | |
| **Michigan** | | |
| **Description - UNE DS-0 Network Modifications** | **Non-Recurring Charge** | **Monthly Recurring Charge** |
| ENGINEERING QUERY[1] | $169.64 | $0.00 |
| ENGINEERING WORK ORDER[2] | $650.31 | $0.00 |
| EXPEDITE ENGINEERING QUERY[3] | $242.46 | $0.00 |
| EXPEDITE ENGINEERING WORK ORDER[3] | $1,029.03 | $0.00 |
| REMOVAL OF LOAD COILS - Initial - Greater than 12K ft. | $249.91 | $0.00 |
| REMOVAL OF LOAD COILS- Subsequent - Greater than 12K ft. | $249.91 | $0.00 |
| REMOVAL OF BRIDGED TAPS - Initial - Greater than 12K ft. | $318.71 | $0.00 |
| REMOVAL OF BRIDGED TAPS- Subsequent - Greater than 12K ft. | $318.71 | $0.00 |
| REMOVAL OF BRIDGED TAPS & LOAD COILS - Initial - Greater than 12K ft. | $568.62 | $0.00 |
| REMOVAL OF BRIDGED TAPS & LOAD COILS - Subsequent - Greater than 12K ft. | $568.62 | $0.00 |
| LINE & STATION TRANSFER | $147.75 | $0.00 |
| COPPER TO DLC REARRANGEMENT | $295.50 | $0.00 |
| INSTALLATION OF REPEATER | $946.93 | $0.00 |
| INSTALLATION OF RANGE EXTENDER | $946.93 | $0.00 |
| CLEAR DEFECTIVE PAIR | $225.00 | $0.00 |
| SERVING TERMINAL INSTALLATION (Existing Facilities) | Time & Materials | $0.00 |
| UPGRADE EXISTING SERVING TERMINAL (Existing Facilities) | Time & Materials | $0.00 |
| ACTIVATE DEAD COPPER CABLE PAIR | $147.75 | $0.00 |
| REASSIGNMENT OF EXISTING NON-WORKING CABLE PAIR | $75.00 | $0.00 |
| BINDER GROUP FACILITY REARRANGEMENT | $147.75 | $0.00 |
| REARRANGEMENT - IDLC TO COPPER | $147.75 | $0.00 |
| REARRANGEMENT - IDLC TO UDLC | $147.75 | $0.00 |
| DISPATCH - CHANNEL UNIT INTO EXISTING COTTED/UDLC | $12.75 | $0.00 |
| PERFORM COPPER REARRANGEMENT | $147.75 | $0.00 |
| OTHER REQUIRED MODIFICATIONS | Time & Materials | $0.00 |
| | | |
| **Description - UNE DS-1, DS-3 Network Modifications** | **Non - Recurring Charge** | **Monthly Recurring Charge** |
| ENGINEERING QUERY[1] | $ 169.64 | $0.00 |
| ENGINEERING WORK ORDER[2] | $ 650.31 | $0.00 |
| EXPEDITE ENGINEERING QUERY[3] | $ 242.46 | $0.00 |
| EXPEDITE ENGINEERING WORK ORDER[3] | $ 1,029.03 | $0.00 |
| DS-1 / DS-3 NETWORK MODIFICATION[4] | $ 1,000.00 | $0.00 |
| OTHER REQUIRED MODIFICATIONS | Time & Materials | $0.00 |
| | | |

* This standard rate Appendix may contain rates and charges for (and/or references to) services, facilities, arrangements and the like that Verizon is not required to provide under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that it is not required to provide under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement (which includes its Amendments).

| | | |
|---|---|---|
| **Notes:** | | |
| [1] Engineering Query Charges apply in addition to other listed rates. | | |
| [2] Engineering Work Order Charges apply in addition to other listed rates. | | |
| [3] Expedite Engineering Query Charges or Expedite Engineering Work Order Charges apply in addition to other listed rates. | | |
| [4] DS-1 / DS-3 Network Modifications Include the following: Installation of new apparatus case, multiplexer reconfiguration, installation of new multiplexer, removal/installation of required electronics, copper rearrangement (DS-1 only), removal of load coils, installation of double card, cross-connection to existing fiber facility, installation of line card, removal of bridge taps, clear defective pair (where feasible). | | |
| When routine network modifications are performed on a loop and transport that are combined, charges apply to both loop and transport. | | |
| | | |
| Other | Non-Recurring Charge | |
| Commingled Arrangements - per UNE circuit | $50.00 | |
| Access To Splice Point Sub-loop Unbundling | Time & Materials | |
| Unbundled Fiber To The Home Loop Narrowband | TBD - NRC | TBD - MRC |
| | | |
| Conversion Charges | | |
| Voice Grade/DSO 1- 24 Circuits per service order | $99.77 | |
| Voice Grade/DSO 25+ Circuits - First Service Order (MOG) per service order | $99.77 | |
| Voice Grade/DSO 25+ Circuits - Additional Service Order (MOG) per service order | $4.56 | |
| Voice Grade/DSO Per Circuit Conversion Charge | $41.64 | |
| DS1 and above 1-24 Circuits per service order | $117.27 | |
| DS1 and above 25+ Circuits - First Service Order (MOG) per service order | $117.27 | |
| DS1 and above 25+ Circuits - Additional Service Order (MOG) - per service order | $4.56 | |
| DS1 and above Per Circuit Conversion Charge | $41.64 | |
| Circuit Retag per circuit | $20.00 | |
| | | |
| | | |
| **Dark Fiber** | | |
| Dark Fiber Routine Network Modifications | Time and Materials | |
| | | |

**APPENDIX A**
**TO THE**
**COLLOCATION ATTACHMENT**

**LOCAL NETWORK ACCESS SERVICES**

SECTION 2 TABLE OF CONTENTS

2. **COLLOCATION SERVICE SHEET No.**
2.1 General .....4
2.2 Description of Types of Collocation .....5
2.2.1 Single Caged .....5
2.2.2 Shared Cage .....5
2.2.3 Subleased Cage.....6
2.2.4 Cageless.....7
2.2.5 Adjacent.....7
2.2.6 Virtual .....7
2.2.7 Microwave .....7
2.3 Ordering Conditions
2.3.1 Application.....9
2.3.2 Space Availability .....11
2.3.3 Price Quote.....12
2.3.4 ASR .....12
2.3.5 Augmentation .....12
2.3.6 Expansion.....13
2.3.7 Relocation.....14
2.4 Installation and Operation.....14
2.4.1 Joint Planning and Implementation Intervals.....14
2.4.2 Forecasting and Use of Data.....15.1
2.4.3 Collocation Capacity.....15.1
2.4.4 Vendor Capacity.....15.1
2.4.5 Responsibility for Vendor Delays .....15.1
2.4.6 Space Preparation.....16
2.4.7 Equipment and Facilities .....16.4
2.4.8 Access to Collocation Space.....21
2.4.9 Network Outage, Damage and Reporting .....21
2.4.10 Security Requirements .....22
2.4.11 Emergency Access.....24
2.5 Space Requirements .....25
2.5.1 Space Availability .....25
2.5.2 Minimum/Maximum/Additional Space .....25
2.5.3 Use of Space .....26
2.5.4 Reservation of Space .....26
2.5.5 Collocation Space Report.....27
2.5.6 Reclamation.....27
2.6 Liability and Indemnification.....28

SECTION 2 TABLE OF CONTENTS

**SHEET No.**

2.7 Insurance .....29
2.7.1 CLEC Liability.....29
2.7.2 Deductibles.....30
2.7.3 Additional Insureds.....31
2.7.4 Waiver of Subrogation Rights.....31
2.7.5 Evidence of Insurance.....31
2.7.6 Compliance Requirements .....32
2.7.7 Self Insurance.....32
2.8 Confidentiality .....33
2.9
Casualty.....34
2.10 Termination of
Service.....35
2.10.1 Grounds for Termination .....35
2.10.2 Effects of Termination .....35
2.11 Miscellaneous.....35
2.12 Virtual Collocation.....35.1
2.13 Microwave Collocation.....35.6
2.14 Rate Regulations .....36
2.14.1 Rates and Charges .....36
2.14.2 Billing and Payment .....36
2.15 Description and Application of Rate Elements .....37
2.15.1 Non-Recurring Charges
(A) Engineering/Major Augment Fee.....37
(B) Minor Augment Fee .....37
(C) Access Card Administration.....37
(D) Cage Enclosure .....37
(E) Cage Enclosure Augment.....38
(F) BITS Timing .....38
(G) Overhead Superstructure .....38
(H) Facility Pull/Termination-Engineering .....38
(I) Facility Pull.....39
(J) Cable Termination.....39
(K) Fiber Cable Pull-Engineering.....40
(L) Fiber Cable Pull-Place Innerduct.....40
(M) Fiber Cable Pull-Labor.....40
(N) Fiber Cable Pull-Fire Retardant .....40

Some material now appearing on this sheet previously appeared on Sheet 1.
Some material previously appearing on this sheet now appears on Sheet 3.

SECTION 2 TABLE OF CONTENTS

**SHEET No.**

2.15 Description and Application of Rate Elements (Cont'd)
2.15.1 Non-Recurring Charges (Cont'd)
(P) Fiber Splice..... 41
(Q) DC Power ..... 41
(R) Cable Material Charges..... 41
(S) Adjacent Engineering Fee ..... 42
(T) Adjacent Fiber Cable Pull-Engineering ..... 42
(U) Adjacent Fiber Cable Pull-Place Innerduct..... 42
(V) Adjacent Fiber Cable Pull-Labor ..... 42
(W) Adjacent-Cable Fire Retardant..... 42
(X) Adjacent Metallic Cable Pull-Engineering ..... 43
(Y) Adjacent Metallic Cable Pull-Labor ..... 43
(Z) Adjacent Cable Splice-Engineering..... 43
(AA) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair..... 43
(AB) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair..... 43
(AC) Adjacent Fiber Cable Splice..... 43
(AD) Adjacent Facility Pull-Engineering..... 44
(AE) Adjacent Facility Pull-Labor..... 44
(AF) Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 ..... 44
Cable Termination (Unconnectorized)
(AG) Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 ..... 44
Cable Termination (Unconnectorized)
(AH) Adjacent DS3 Coaxial Cable Termination (Preconnectorized)/Adjacent ..... 44
(AI) Adjacent Fiber Cable Termination..... 44
(AJ) Collocation Space Report..... 45
(AK) Miscellaneous Services-Labor ..... 45
(AL) Engineering/Major Augment Fee (Microwave Only) ..... 45
(AM) Facility Pull (Microwave Only) ..... 45
(AN) Building Penetration for Microwave Cable ..... 45.1
(AO) Special Work for Microwave..... 45.1
(AP) Virtual Equipment Installation..... 45.1
(AQ) Virtual Software Upgrade ..... 45.1
(AR) Virtual Card Installation ..... 45.2
(AS) Cage Ground Bar ..... 45.2
2.15.2 Monthly Charges
(A) Caged Floor Space..... 45.2
(B) Relay Rack Floor Space..... 45.2
(C Cabinet Floor Space..... 46
(D) Cable Subduct Space-Manhole..... 46
(E) Cable Subduct Space..... 46
(F) Fiber Cable Vault Splice..... 46
(G) Cable Rack Space-Metallic ..... 46
(H) Cable Rack Space-Fiber ..... 46
(I) DC Power ..... 47

Some material now appearing on this sheet previously appeared on Sheet 2.
Some material previously appearing on this sheet now appears on Sheet 3.1.

SECTION 2 TABLE OF CONTENTS

(J) Facility Termination (DS0) .....47
(K) BITS Timing .....47
(L) Building Modification.....47
(M) Environmental Conditioning.....47
(N) Adjacent Cable Subduct Space-Manhole .....48
(O) Adjacent Cable Subduct Space .....48
(P) Adjacent Conduit Space (Metallic)-Manhole.....48
(Q) Adjacent Conduit Space (Metallic).....48
(R) Adjacent Facility Termination DS0 Cable .....48
(S) Adjacent Facility Termination DS1 Cable .....48
(T) Adjacent Facility Termination DS3 Cable .....48.1
(U) Adjacent Cable Vault Space .....48.1
(V) Adjacent Cable Rack Space .....48.1
(W) Microwave Rooftop Space.....48.1
(X) Virtual Equipment Maintenance.....48.1
(Y) Dedicated Transport Service (DTS).....48.1
2.16 Rates and Charges .....49

## 2. **COLLOCATION SERVICE**

### 2.1 General

2.1.1 Verizon (hereafter referred to as the Company) shall provide collocation services in accordance with, and subject to, the terms and conditions of this tariff and any additional applicable regulations in other Company tariffs. The Company shall provide collocation services under this tariff only to those parties which have an effective interconnection agreement with the Company for this state under Sections 251 and 252 of the Telecommunications Act of 1996, or have adopted such an agreements pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this tariff to the extent permitted by applicable law. As required by applicable law, the Company shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this tariff or other Company tariffs on Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this tariff or the collocation of any equipment hereunder: (1) the Company does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) the Company does not intend to, and therefore does not, establish any precedent, waiver, course of dealing or in any way evidence the Company's position or intent with regard to future collocation requests; and (3) the Company specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 and any other subsequent court decisions affecting rules adopted by the FCC to implement collocation under Section 251 of the Telecommunications Act of 1996 (see, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000).

2.1.2 Collocation provides for access to the Company's premises for the purpose of interconnection and/or access to unbundled network elements, including, its central offices, serving wire centers and all other buildings or similar structures owned, leased, or otherwise controlled by the Company that houses the Company’s network facilities.

2.1.3 Collocation shall be accomplished through Caged, Cageless, Virtual, or Microwave Collocation, except in those instances where it is not practical for technical reasons or due to space limitations. In such cases, the Company shall provide Adjacent Collocation or other methods of collocation, subject to space availability and technically feasibility.

2.1.4 The provision of Collocation by the Company, as set forth in this tariff, does not constitute a joint undertaking with the Competitive Local Exchange Carrier (CLEC) for the furnishing of the services. In addition, the regulations, terms and conditions of this tariff do not apply to any CLEC offering of services to its subscribers.

### 2.2 Description of Types of Collocation

#### 2.2.1 Single Caged

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within a Company premises.

#### 2.2.2 Shared Caged

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Company premises. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be

used as a shared caged arrangement, one of the participating CLECs must agree to be the Host CLEC (Host) and the other(s) to be the Guest CLEC (Guest). The Host and Guest(s) are solely responsible for determining whether to share a shared cage collocation arrangement and if so, upon what terms and conditions. The Host and Guest(s) must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The Company will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the Host and the Guest(s), but the Company will provide the Host with information on the proportionate share of the non-recurring charges for each CLEC in the shared arrangement. The Host will be responsible for ordering and payment of all collocation applicable services ordered by the Host and Guest(s). Each Host and Guest will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the Host and/or Guest(s) for unbundled network elements ordered. The Host CLEC and Guest(s) are the Company's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Host is reimbursed for all or any portion of such charges by the Guest(s). All terms and conditions for caged collocation as described in this tariff will apply to shared caged collocation requirements.

2.2.3 Subleased Caged

Vacant space available in a CLEC's existing caged collocation arrangement may be made available to a third party for the purpose of interconnection and/or for access to unbundled network elements in the Company's premises via the subleasing collocation arrangement. The CLEC subleases floor space to the third party pursuant to terms and conditions agreed to by the CLEC and third party involved. The CLEC and third party must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a caged collocation arrangement and if so, upon what terms and conditions. The Company will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangements between the CLEC and the third party. The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party/parties. Each CLEC and third party will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party/parties are the Company's customers and have all the rights and obligations applicable hereunder to CLEC customers purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party/parties. All terms and conditions for caged collocation as described in this Tariff will apply to subleased caged collocation requirements.

2.2.4 Cageless

Cageless collocation is a form of collocation in which CLECs can place their equipment in Company premises. A cageless collocation arrangement allows a CLEC, using Company approved vendors, to install equipment in single bay increments in an area designated by the Company. The equipment location will be designated by the Company and will vary based on individual premises. CLEC equipment will not share the same equipment bays with Company equipment.

2.2.5 Adjacent

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Company property for collocation for the purposes of provisioning expanded interconnection and/or access to unbundled network elements in accordance with the terms and conditions of this tariff. Adjacent collocation is only an option when the following conditions are met: - Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and - It is

technically feasible to construct or procure a hut or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards. The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an adjacent structure that will force the Company to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws. Any construction by the CLEC on Company property must comply with Company technical specifications as they relate to environmental safety and grounding requirements set forth in the Company's s Packet. The Company will make available power and physical s to the CLEC in the same non-discriminatory manner as it provides to itself for the Company's own Remote Equipment Buildings (REBs).

2.2.6 Virtual

Under Virtual Collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section 2.12.

2.2.7 Microwave

Physical collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such collocation is not practical for technical reasons or because of space limitations. Microwave collocation provides for the interconnection of CLEC or Company provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Company premises. Additional details on Microwave Collocation are set forth in Section 2.13.

2.2.6 Other

A CLEC shall have the right to order s offered pursuant to the Company's other tariffs, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms and conditions of the Company's existing federal collocation tariff (GTOC Tariff FCC No. 1). Physical collocation of microwave transmission facilities will be permitted except where such collocation is not practical for technical reasons or because of space limitations. Requests for collocation of microwave transmission facilities are to be submitted via a BFR. Material previously appearing on this sheet now appears on Sheet 11.

2.3 Ordering Conditions

2.3.1 Application

(A) Point of Contact

The CLEC must request collocation arrangements through the Company’s point of contact. Completed applications for collocation must be sent directly to the Company’s Collocation Project Manager at the following address:

Collocation Project Manager
Verizon
125 High Street, Room 1134
Boston, MA 02110
Fax: (617) 342-8515
Email at: collocation.applications@verizon.com

Additional information and requirements regarding collocation may be obtained from the

Company’s public website at www.verizon.com.

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form and submit the non-refundable engineering fee set forth in 2.14 following for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in 2.14 following as a per entity inquiry as required in association with complying with the application request. The Company will process collocation requests from CLECs on a first-come, first-serve basis pursuant to the Company’s receipt of a completed application form and the non-refundable engineering fee.

(C) (Reserved for Future Use) (

(D) Changes

The first application form submitted by the CLEC shall be designated the original application. Original applications for collocation arrangements that have not been inspected and approved by the CLEC are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Engineering Fee, if applicable. Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; heating, ventilation and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of the CLEC, major changes may be handled in one of the following two methods to the extent technically feasible.

(1) Method 1: Additional Application

The CLEC may elect to have a major change to its original collocation application treated by the Company as an additional (new) application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering Fee, the Company will notify the CLEC in writing within eight (8) business days following receipt of the completed additional application if the CLEC's additional requirements cannot be accommodated as specified. Filing an additional application does not change the Company's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

(2) Method 2: Supplemental Application

The CLEC may elect to have a major change to its original collocation application treated by the Company as a supplemental application. A supplemental application may affect the Company's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, the Company will notify the CLEC in writing within eight (8) business days following receipt of the completed supplemental application if the CLEC's requirements cannot be accommodated as specified. Upon notification that the Company can accommodate the requirements of the supplemental application, the CLEC may elect to proceed with the supplemental application. The Company's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application. Minor changes are those requests that do not require additional AC or DC power systems, HVAC system upgrades, or changes in cage space. The CLEC will be required to submit a revised application,

but the deliverable dates for the project will not change.

2.3.2 Space Availability

Subject to forecasting requirements, the Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight (8) business days after receipt of an application. The Company's response will be one of the following: (A) There is space and the Company will proceed with the arrangement. (B) There is no space. The Company will proceed in accordance with tariff provisions pertaining to verification of space limitations. (C) There is no readily available space, however, the Company will determine whether space can be made available and will notify the CLEC within twenty (20) business days. At the end of this period, the Company will proceed as described in (A) or (B) above.

2.3.3 Collocation Schedule

If space is available, the Company will provide to the CLEC a collocation schedule describing the Company's ability to meet the physical collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Company provided collocation schedule to pay 50% of the applicable non-recurring charges associated with the ordered collocation services. If the application is deficient, the Company will specify in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

2.3.4 Reserved for Future Use

2.3.5 Augmentation

All requests for an addition, partial reduciton or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under certain circumstances outlined below. The definition of a major or minor augment is as follows:

(A) Major Augments are those requests that require additional AC or DC power, add equipment that generates more BTUs of heat, add transmission or power cables, or an increase in floor space, over what the CLEC requested in its original application. A complete application and Engineering Fee will be required when submitting a request that requires a major augment.

(B) Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that do not require more AC or DC power, add equipment that generates more BTUs of heat, do not add transmission or power cables, or increase the floor space, over what the CLEC requested in its original application. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DSO, DS1, and DS3 cross connects for access to unbundled network elements are included as minor augments, providing no additional transmission cables are required. Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLEC including but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microware facilities, and requests to terminate DSO, DS1, and DS3 cables. Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Company to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage. Prior to the installation of the additional equipment the CLEC agrees to provide the Company with an application form with an updated equipment listing

that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this tariff for the purpose of ensuring compliance with Company safety standards.

2.3.6 Expansion

The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where the CLEC seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLEC to expand its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.

2.3.7 Relocation

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled as a per entity inquiry. The CLEC will be responsible for all costs associated with the relocation of its equipment.

2.4 Installation and Operation

2.4.1 Joint Planning and Implementation Intervals for Physical Collocation

(A) The Company and the CLEC shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by fifteen (15) business days resulting in a ninety-one (91) business day interval. The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to tariff provisions for forecasting and capacity, is forty-five (45) business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

1. 800 2-wire voice grade terminations, or

2. 400 4-wire voice grade terminations, or

3. 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or

4. 28 DS1 terminations, or

5. 24 DS3 terminations, or

6. 12 fiber terminations, or

7. Conversion of 2-wire to 4-wire voice grade terminations (minimum of 100 – maximum of 800), or

8. 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or

9. DC Power as defined in (8) preceding, plus any one (1) additional item as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations, b) 3 DS3 terminations or, c) 12 Fiber Terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Company that the CLEC's cross-connect capacity may be exceeded by the end of the 45 business day augment interval.

Material now appearing on this sheet formerly appeared on Sheet 15.
Material formerly appearing on this sheet now appears on Sheet 15.1.

(B) For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

(C) The following standard implementation milestones, in business days, will apply unless the CLEC and Company jointly decide otherwise.

- Day 1 – CLEC submits completed application and associated fee.
- Day 8 – The Company notifies CLEC that request can be accommodated and advises of due date.
- Day 17 – CLEC notifies the Company of its intent to proceed and submits 50% payment.
- Day 30 – Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)
- Day 45 – Augment (as defined herein) completes.
- Day 76 – The Company and CLEC attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not defined herein.

Material now appearing on this sheet formerly appeared on Sheets Nos. 15 and 14

(D) The forty-five (45) business day interval is subject to the following requirements:

1. Infrastructure to support the requested augment must be in place (e.g. cable racking from collocation space to distribution frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).

2. The CLEC must install sufficient equipment in its collocation space to support the requested terminations/facilities.

3. In large central office premises with complex cable runs (i.e. multiple floors), the Company may request to negotiate extensions to the forty-five (45) day interval.

Material formerly appearing on this sheet now appears on Sheets Nos. 14, 14.1 and 15..2.

(E) A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, the Company will first contact the CLEC to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLEC shall conduct additional joint planning meetings, as

reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The applicable labor rates in 5.14 following will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Company in completing the Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

(F) Intervals for non-standard arrangements, including Adjacent collocation, shall be mutually agreed upon by the CLEC and the Company.

(G) The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLEC of the time estimate as soon as possible.

Material now appearing on this sheet formerly appeared on Sheets No. 14.
Material formerly appearing on this sheet now appears on Sheets No. 15.2. and 15.3.

2.4.2 Forecasting and Use of Data

(A) The Company will request from the CLEC forecasts on a semi-annual basis, with each forecast covering a two-year period. The CLEC will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, square footage required (Caged), number of bays (Cageless), a high-level list of equipment to be installed (Virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand. If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLECs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment fee. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecasts in staffing decisions and will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

(B) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows. - No forecast: Interval Start Date commences 2 months after application receipt date. - Forecast received 1 month or less prior to application receipt date: Interval Start Date commences 2 months after application receipt date. - Forecast received greater than 1 month and less than 2 months prior to application receipt date: Interval Start Date commences 1 month after application receipt date. - Forecast received 2 months or more prior to

application receipt date: Interval start date commences on the application receipt date.

Material now appearing on this sheet formerly appeared on Sheet No. 15. 1

2.4.3 Collocation Capacity

(A) The Company's estimate of its present capacity (i.e. no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Company and the CLEC fail to agree to smooth demand, the Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

(B) If the Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described in the preceding section will be held accountable for the accuracy of their forecasts.

2.4.4 Vendor Capacity

The Company will continuously seek to improve vendor performance for all premises work, including collocation. Since the vendors require notice in order to meet increases in demand, the Company will share CLEC actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

2.4.5 Responsibility for Vendor Delays

No party shall be excused from their obligations due to the acts of omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

Material now appearing on this sheet formerly appeared on Sheet No. 15. 1.

(A) Cage Construction

For caged collocation the Company will construct the cage with a standard enclosure or the CEC may subcontract this work to a Company approved contractor.

(B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company will assign collocation space to the CLEC in a just, reasonable, and nondiscriminatory manner. The Company will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Company will assign caged and cageless space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the Company's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises. The Company may assign caged and cageless collocation to space separate from space housing the Company's equipment, provided that each of the following conditions are met:

(1) Either legitimate security concerns, or operational constraints unrelated to the Company's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of the Company is separated from space housing the Company's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to the CLEC will not be materially higher than the cost of nonseparated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space. The Company shall provide, at the rates set forth in 2.16 following, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Company equipment within that premises. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

(D) DC Power

The Company will provide DC power to the collocation arrangement as specified by the CLEC in its Collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. CLECs must order a minimum of ten (10) load amps for each caged, cageless, and virtual collocation arrangement. CLECs may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed. For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed and 20 load amps on the B feed. The Company will permit the CLEC to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

The CLEC is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Company will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application. The Company reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Company may measure the DC power drawn at an arrangement by monitoring the Company's power distribution point. In those instances where the Company needs to access to the collocation arrangement to make these measurements, the Company will schedule a joint meeting with the CLEC.

(1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

(2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined on this subsection, that arrangement is subject to the following treatment:

> (a) The Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an

increase in the amount of power being billed to the audited load amount.

(b) For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

(3) If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 2(b) preceding, that arrangement is subject to the following treatment.

(a) The Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Company will not wait for the CLEC or require it to be present during the second inspection.

(b) The Company will assess a nonrecurring charge for the additional labor to perform this inspection. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in 16.51 following.

(c) The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Company or require it to be present during the CLEC test. Upon request of the CLEC, the Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Company's.

Material formerly appearing on this sheet now appears on Sheet No. 16.2

(d) If the second test also exceeds the applicable buffer zone, the Company will provide the CLEC with written notification, within ten (10) business days, by certified U.S. mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include:

(1) initials or identifying number of the Company technician(s) who performed the inspection;

(2) dates and times of the inspections;

(3) the make, model and type of test equipment used;

(4) the length of monitoring and the results of the specific audit;

(5) the total load amps currently being billed;

(6) how the test was done; and

(7) any other relevant information or documents.

(e) The Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Company will treat as confidential information the identity of CLECs that it audits as well

as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Company from making the notice described in paragraph f. following.

(f) If the CLEC disagrees with the results of the audit, it will first notify the Company. The Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes in the applicable interconnection agreement. The dispute resolution process can initiated by either party after thirty (30) calendar days have elapsed. This period commences:

(1) ten (10) business days from receipt of the notification, in the case of violation within the buffer zone; or

(2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.

(g) With the notification required by subparagraph C.3.d., the Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections the Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in this section.

(4) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows:

(a) For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.

(b) For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.

(c) For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.

Material now appearing on this sheet formerly appeared on Sheet No. 16.1
Material formerly appearing on this sheet now appears on Sheet No. 16.3

(d) For more than three (3) violations within the same consecutive twelve (12) month period, the Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the American Red Cross .

(e) The Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the American Red Cross, under the provisions set forth preceding.

(5) At the conclusion of any dispute resolution proceeding, the above penalties (including the revised billing) will be self-executing.

(6) If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4(e) preceding. Annually, each CLEC must submit a written statement signed by a responsible officer of the Company, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by the Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Company in the state. If the CLEC fails to submit this written statement by the last day in June, the Company will notify the CLEC in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the 30 calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps. Whenever the Company is required to perform work on an Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Company will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half-hour (or fraction thereof) and for each additional half-hour (or fraction thereof) per technician, per occurrence as shown in Section 2.16.51 following. If the CLEC orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, the Company will require an Engineering/Major Augment Fee with an application as set forth in Section 2.16.1 following, subject to the terms and conditions described in Section 2.3.5. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Engineering/Major Augment Fee as set forth in Section 2.16.1 following applies. The Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.
Material now appearing on this sheet formerly appeared on Sheet No. 16.2.
Material formerly appearing on this sheet now appears on Sheet No. 16.4.

(A) Purchase of Equipment

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLEC chooses, the Company will assist the CLEC in the purchase of equipment by establishing a contact point with Verizon Logistics Inc. The Company is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLEC relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Company

(B) Permissible Equipment

The Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Company at a level equal in quality to that which the Company obtains within its own network or the Company provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including

any of its features, functions, or capabilities. Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on the Company's property. Whenever the Company objects to collocation of equipment by a requesting CLEC for purposes within the scope of Section 251(c)(6) of the Act, the Company shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above. The CLEC may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Company premises environmental standards.

(C) Specifications

Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All CLEC entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Company services or facilities.

The CLEC's designated and installed equipment located within the Company premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of the Company's Network Equipment Installation Standards (The Company Information Publication IP 72201) and the Company's Central Office Engineering Standards (The Company Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and the Company's technical specifications, the CLEC and the Company will make a good faith effort to resolve the difference. The CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Company, other CLEC(s), tenant(s) or any other party. If such interference occurs, the Company may take action as permitted under Section 2.10 of this Tariff. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own central office equipment as defined in the Company's NEBS requirements RNSA-NEB- 95-0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Company's RNSA-NEB-95-0003, Revision 10 or higher. In addition, the CLEC may install equipment that has been deployed by the Company for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment. The Company reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Tariff. In such cases, the Company will, at its discretion, furnish to the CLEC written material which will specify and explain the required construction.

(D) Cable

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding, and reduce the possibility of interference. The CLEC is responsible for providing fire retardant riser cable that meets Company standards. The Company is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the collocation space. The Company is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated innerduct

If the CLEC provides its own fiber optic facility, then the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for the Company to be able to fully extend such cable through to the CLEC's collocation space.

(E) Manhole/Splicing Restrictions

The Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by the Company to be pulled through the premises conduit to the CLEC collocation arrangement. The Company is responsible for installing a cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

(F) Access Points and Restrictions

The interconnection point for caged and cageless collocation is the point where collocation cable facilities connect to Company termination equipment. The demarcation point for the CLEC is its terminal equipment or interconnect/cross connect panel within its cage, bay/frame or cabinet. The CLEC must tag all entrance facilities to indicate ownership. The CLEC will not be allowed access to Company DSX line-ups, MDF or any other Company facility termination points. The DSX, MDF, and fiber distribution panel are to be considered Company demarcation points only. Only Company employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

(G) Staging Area

For caged and cageless collocation arrangements, the CLEC shall have the right to use the designated staging area, a portion of the premises and loading areas, if available, on a temporary basis during its equipment installation work in the collocation space. The CLEC is responsible for protecting the Company's equipment and premises walls and flooring within the staging area and along the staging route. The CLEC will meet all Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Company in an acceptable condition upon completion of the installation work. The CLEC may also utilize a staging trailer, which can be located on the exterior premises of the Company's premises. The Company may assess the CLEC a market value lease rate for the area occupied by the trailer.

(H) Testing

Upon installation of the CLEC equipment, with prior notice, the Company will schedule an agreed upon time with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment. If the CLEC cannot attend the scheduled turn-up phase

meeting for any reason, the CLEC must provide the Company with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, the Company reserves the right to charge the CLEC additional labor rates set forth in Section 2.16 for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the collocation arrangement.

(I) Interconnection Between Collocated Spaces

Dedicated Transit Service (DTS), which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Company premises, using Company provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, the Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLEC. The Company will offer DTS to requesting CLECs as long as such access is technically feasible. DTS is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Company premises, provided that the collocated equipment is used for interconnection with the Company and/or for access to the Company's unbundled network elements. The Company shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises. DTS is provided at the same transmission level from CLEC to CLEC. The DTS arrangement requires the requesting CLEC to provide cable assignment information for itself as well as for the other CLEC. The Company will not make cable assignments for DTS. The requesting CLEC is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLEC must also provide a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLEC. DTS service order and service connection rates are specified in Section 2.16.

(J) Optical Facility Terminations

CLECs who request access to unbundled dark fiber and unbundled optical interoffice facilities may apply for a fiber optic patchcord connection(s) between the Company's fiber distribution panel (FDP) and the CLEC's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled optical interoffice facilities, and Dedicated Transit Service.

(K) Non-Compliant Installations and Operations

If at any time the Company reasonably determines that either the CLEC's collocation equipment or the engineering and installation do not meet the requirements outlined in this tariff, the CLEC will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the CLEC fails to correct any non-compliance with these standards within thirty (30) days' written notice to the CLEC, the Company may have the equipment removed or the condition corrected at the CLEC's expense.

If, during the installation phase, the Company reasonably determines that any CLEC designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, the Company has the right to immediately stop the work until the problem is corrected to the Company's satisfaction.However, when any of the above conditions poses an immediate threat to the safety of the Company employees, interferes with the performance of the Company's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the CLEC. The reasonable cost of said work and/or actions shall be borne by the CLEC.

The Company reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to the CLEC if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If the CLEC equipment poses an immediate safety threat, the CLEC shall remove the equipment immediately.

2.4.8 Access to Collocation Space

The Company will permit CLEC employees, agents, and contractors approved by the Company to have direct access to CLEC caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. The CLEC must abide by all Telephone Company security practices for non-Company employees with access to Company premises as described in the Company’s security guidelines, which will be provided upon request. The Company reserves the right, with 24 hours prior notice to the CLEC, to access the CLEC's collocated partitioned space to perform periodic inspections to ensure compliance with Company installation, safety and security practices. Where the CLEC shares a common entrance to the premises with the Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. The Company reserves the right to permanently remove and/or deny access from Company premises any CLEC employee, agent, or contractor who violates the Company's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Company.

2.4.9 Network Outage, Damage and Reporting

The CLEC shall be responsible for: - Any damage or network outage occurring as a result of CLEC owned or designated termination equipment in Company premises; - Providing trouble report status when requested; - Providing a contact number that is readily accessible 24 hours a day, 7 days a week; - Notifying the Company of significant outages which could impact or degrade the Company's switches and services and provide estimated clearing time for restoral; and - Testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a CLEC service. The Company will make every effort to contact the CLEC in the event CLEC equipment disrupts the network. If the Company is unable to make contact with the CLEC, the Company shall temporarily disconnect the CLEC's service, as provided in 2.4.11 following

2.4.10 Security Requirements

(A) Security Measures

The CLEC must agree that its employees/vendors with access to Company premises shall at all times adhere to the rules of conduct established by the Company for the premises and Company personnel and vendors as described in the Company’s Security Guidelines, which will be provided upon request. The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Company network or facilities or to comply with applicable laws and regulations. The Company will provide the CLEC with written notice of such changes. Where applicable, the Company will provide information to the CLEC on the specific type of security training required so its employees can complete such training. The CLEC will maintain with the Company a list of all CLEC employees who are currently authorized by the CLEC to access its caged and cageless collocation space and will include social security numbers of all such individuals. The CLEC will also maintain with the Company a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless collocation space. Only those individuals approved by the Company will be allowed access to Company premises and caged and cageless collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All CLEC personnel must obtain and prominently display a valid non-employee Company identification card. Former employees of the Company will be given access to the Company premises by the CLEC in accordance with the Company's normal security procedures

applicable to any Vendor(s) or Contractor(s) on the Company's premises. The Company reserves the right to revoke any identification badge and/or access card of any CLEC employee or agent found in violations of the terms and conditions set forth herein. The CLEC must follow the Company's security guidelines, which are published on the Company's web site. The Company may suspend a CLEC employee or agent from the Company's premises if his/her actions materially affect the safety and/or integrity of the Company's network or the safety of Company or other CLEC employees/agents. Unless the CLEC employee or agent poses an immediate threat to the Company or other CLECs, the Company will provide the CLEC with a written explanation of violations committed by the CLEC employee or agent four (4) business days prior to suspending the CLEC employee or agent from Company premises. The CLEC will have two (2) business days to respond to the Company's notification. Any such employee or agent may later be allowed readmission to the Company premises on mutually agreeable terms. Nothing in this section, however, restricts the Company's authority to bar the CLEC employee or agent from Company premises for violating the Company's security guidelines.

(B) Security Standards

The Company will be solely responsible for determining the appropriate level of security in each premise. The Company reserves the right to deny access to Company buildings for any CLEC employee, agent or contractor who cannot meet the Company's established security standards. Employees, agents or contractors of the CLEC are required to meet the same security requirements and adhere to the same work rules that Company employees and contractors are required to follow. The Company also reserves the right to deny access to Company buildings for CLEC employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.

CLEC employees, agents or contractors who meet the Company's established security standards will be provided access to the CLEC's collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. If CLEC employees, agents or contractors request and are granted access to other areas of the Company's premises, a Company employee, agent or contractor may accompany and observe the CLEC employee(s), agent(s) or contractor(s) at no cost to the CLEC. The Company may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by the Company. The Company may require CLEC employees and contractors to use a central or separate entrance to the Company's premises, provided, however, that where the Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Company's affiliates and subsidiaries will be subject to the same restriction. The Company may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay collocation provisioning; and (iv) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

(C) Access Cards/Identification

Access cards or keys will be provided to no more than a reasonable number of CLEC appointed individuals for each Company premises. All CLEC employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLEC. The ID must be worn on the individual's exterior clothing while on Company premises . The Company will provide the CLEC with instructions and necessary access cards or keys to obtain access to Company buildings. The CLEC is required to

immediately notify the Company by the most expeditious means, when any CLEC employee, agent or contractor with access privileges to Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. The CLEC is responsible for the immediate retrieval and return to the Company all keys, access cards or other means of obtaining access to Company buildings upon termination of employment of an employee and/or termination of service. The CLEC shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or upon failure of it or its employee, agent or contractor to return them to the Company.

2.4.11 Emergency Access

The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC will provide access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLEC in advance of any such emergency access. If advance notification is not possible, the Company will provide notification of any such entry to the CLEC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLEC facilities or equipment and its ability to provide service. The Company will restrict access to CLEC collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. The Company reserves the right, without prior notice, to access CLEC collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the CLEC or CLEC equipment upon the operation of Company equipment, facilities and/or employees located outside the CLEC's collocation space. The Company will notify the CLEC as soon as possible when such an event has occurred. In case of a Company work stoppage, CLEC employees, contractors or agents will comply with the emergency operation procedures established by the Company. Such emergency procedures should not directly affect CLEC access to its premises, or ability to provide service. The CLEC will notify the Company point of contact of any work stoppages by CLEC employees.

2.5 Space Requirements

2.5.1 Space Availability

If the Company is unable to accommodate caged and cageless collocation requests at a premises due to space limitations or other technical reasons, the Company will post a list of all such sites on its Website and will update the list within ten (10) calendar days of the date at which a premises runs out of caged and cageless collocation space. This information will be listed at the following public Internet URL: http://www.gte.com/regulatory Where the Company has denied a physical collocation request at a premises due to space limitations or other technical reasons, the Company shall:

(A) Submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of the premises which show what space, if any, the Company or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and

(B) Allow the CLEC to tour the entire premises of the premises, without charge, within ten (10) calendar days of the tour request. 2.5.2 Minimum/Maximum/Additional Space The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless

collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space requested for an existing caged, cageless and/or adjacent collocation arrangement will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in 2.16. The Company will not be required to lease additional space when available collocation space has been exhausted.

2.5.3 Use of Space

The Company and CLEC will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this tariff, the CLEC shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Company premises. The CLEC shall use the collocation space solely for the purposes of installing, maintaining and operating its equipment to interconnect for the exchange of traffic with the Company and/or for purposes of accessing unbundled network elements. The CLEC shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of the Company. The collocation space may not be used for administrative purposes and may not be used as CLEC employee(s) work location, office or retail space, or storage. The collocation space shall not be used as the CLEC's mailing or shipping address.

2.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's and its affiliates own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures in 2.5.1. The CLEC shall not be permitted to reserve premises cable space or conduit system. If new conduit is required, the Company will negotiate with the CLEC to determine an alternative arrangement for the specific location. The CLEC will be allowed to reserve collocation space for its caged/cageless arrangements based on its documented forecast provided to the Company and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to the Company seeking to reserve vacant space for its own specific use. CLEC Cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

2.5.5 Collocation Space Report

Upon request by the CLEC and upon its signing a collocation nondisclosure agreement, the Company will make available a Collocation Space Report with the following information for the premises requested: - Amount of caged and cageless collocation space available; - Number of telecommunications carriers with existing collocation arrangements; - Modifications of the use of space since the last Collocation Space Report requested; and, - Measures being taken, if any, to make additional Collocation spaces available. The Collocation Space Report is not required prior to the submission of a collocation application for a specific premises in order to determine collocation space availability for the premises. The Collocation Space Report will be provided to a

CLEC within ten (10) calendar days of the request, provided the request is submitted during the ordinary course of business. A Collocation Space Report fee will be assessed per request and per premises.

2.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of 2.5.4 preceding, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements. Material previously appearing on this sheet now appears on Sheet 30.

The Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, the Company will reimburse the CLEC for reasonable direct costs and expenses in connection with such reclamation. The Company will make every reasonable effort to find other alternatives before attempting to reclaim any such space. 2.6 Liability and Indemnification

(A) No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing , furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.. Subject to the preceding and to the provisions following, with respect to any claim or suit, by a CLEC or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company’s liability, if any, shall not exceed an amount equal to the proportionate charge for the service by the Company for the service for the period during which service was affected.

(B) The Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.

(C) The Company is not liable for damages to the CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company’s gross negligence or willful misconduct.

(D) The Company shall be indemnified, defended and held harmless by the CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Company’s facilities;

(2) Claims for patent infringement arising from the CLEC’s or its end user’s acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or the CLEC;

(3) All other claims arising out of any act or omission of the end user and/or CLEC in the course of using services provided pursuant to this tariff;

(4) All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLEC or its end user in connection with facilities provided by the Company, the CLEC, or the end user; or

(5) The Company shall not be liable to the CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Company has been advised of the possibility of such loss or damage.

(E) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the CLEC from any and all claims by any person relating to such CLEC's use of services so provided.

(F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

(G) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

(H) The Company shall not be liable for any act or omission of any other entity furnishing to the CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Company be liable for any damages or losses due to unauthorized us of the services or the failure or negligence of the CLEC or CLEC end user, or due to the failure of equipment, facilities, or services provided by the CLEC or its end user.

(I) Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.

(J) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees; disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Company's central office(s), or by any act or omission of the Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination. The Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Company's provision of service within or on the exterior of the central office of by an act or omission of the CLEC, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLEC. A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(1) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section

only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(2) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(3) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against the Loss for any amount in excess of such refused settlement or judgment.

(4) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

(K) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of the central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.

(L) The CLEC shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.

(M) The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants agents, affiliates and parent, from and against any all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent. The provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

(N) The Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Company shall indemnify, defend, and hold harmless the CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Company, its directors, officers and employees, servants, agents, affiliates and parent.

(O) The Company and the CLEC shall be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

2.7.1 Coverage Requirements

The CLEC shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

(A) Commercial general liability coverage on an occurrence basis in an amount of $1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of $2,000,000. This coverage shall include contractual liability.

(B) Umbrella/Excess Liability coverage in an amount of $10,000,000 excess of coverage specified in (A) above.

(C) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property located on or within Company premises. The CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.

(D) Statutory Workers Compensation coverage.

(E) Employers Liability coverage in an amount of $500,000 each accident.

(F) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles. Notwithstanding anything herein to the contrary. The coverage requirements described in (C) through (F) above shall only be required if the CLEC orders collocation services pursuant to this Tariff. The minimum amounts of insurance required in this section may be satisfied by the CLEC purchasing primary coverage in the amounts specified or by the CLEC buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the CLEC's option, so long as the total amount of insurance meets the Company's requirements.

2.7.2 Deductibles

Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Company, and the Company reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the CLEC. Material previously appearing on this sheet now appears on Sheet 33. (

2.7.3 Additional Insureds

The Company and its affiliates (which includes any corporation controlled by, controlling or in common control with the Company’s parent corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by the CLEC. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or selfinsurance that the Company has secured to protect itself. All of the insurance afforded by the CLEC shall be primary in all respects, including the CLEC's Umbrella/Excess Liability insurance. The Company's insurance coverage shall be excess over any indemnification and insurance afforded by the CLEC and required hereby.

2.7.4 Waiver of Subrogation Rights

The CLEC waives and will require all of its insurers to waive all rights of subrogation against the Company (including the Company’s parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including

negligence and strict liability) or otherwise.

2.7.5 Evidence of Insurance

All insurance must be in effect on or before the Company authorizes access by CLEC employees or placement of CLEC equipment or facilities within the Company's premises and such insurance shall remain in force as long as the CLEC's facilities remain within any space governed by this Tariff. If the CLEC fails to maintain the coverage, the Company may pay the premiums and seek reimbursement from the CLEC. Failure to make a timely reimbursement will result in disconnection of service. The CLEC agrees to submit to the Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Company will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal. Material previously appearing on this sheet now appears on Sheet 34.

At least thirty (30) days prior to the expiration of the policy, the Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Company's request, the CLEC shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that the Company has been named as an additional insured, prior to commencement of any service. In no event shall permitting CLEC access be construed as a waiver of the right of the Company to assert a claim against the CLEC for breach of the obligations established in this section.

2.7.6 Compliance Requirements

The CLEC shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming the Company (including the Company's parent corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against the Company (including the Company's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, the CLEC shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At the Company's request, the CLEC shall supply to the Company copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. The CLEC must also conform to the recommendation(s) made by the Company's fire insurance company, which the Company has already agreed to or shall hereafter agree to.

2.7.7 Self Insurance

If the CLEC net worth exceeds $100,000,000, the CLEC may elect to self insure and thereby assume the coverage, protections and payments that otherwise would have been provided or made to or on behalf of the Company under the insurance provisions set forth in this section. If the CLEC self-insures, the CLEC shall furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The CLEC is subject to the same liability and indemnification provisions set forth herein.

2.8 Confidentiality

In addition to its other confidentiality obligations hereunder, the CLEC shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLEC as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities. Similarly, the Company shall not use or disclose and shall hold in confidence all information of a

competitive nature provided to it by a CLEC in connection with Collocation, or known to the Company as a result of the interconnection of the CLEC's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLEC on a need to know basis only. Neither the Company nor the CLEC shall be obligated to hold in confidence information that: - Was already known to the CLEC free of any obligation to keep such information confidential; - Was or becomes publicly available by other than unauthorized disclosure; or - Was rightfully obtained from a third party not obligated to hold such information in confidence. Material previously appearing on this sheet now appears on Sheet 36.

2.9 Casualty

If the collocation equipment location or any part thereof is damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Company. Tariff regulations will remain in full force and effect except as set forth following: (i) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by the Company, the damages thereto shall be repaired by and at the expense of the Company. Nonrecurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location which is usable. The Company reserves the right to elect not to restore the collocation equipment location under the conditions following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company’s reasonable control. (ii)If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Company, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored by the Company. The Company reserves the right to elect not to restore the collocation equipment location under the conditions following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company’s reasonable control. (iii) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the Company or the CLEC, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Company-approved contractor and must be approved in advance by The Company. The Company reserves the right to discontinue the CLEC’s collocation equipment location or any part thereof under the conditions following. (iv) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Company may terminate the CLEC’s collocation arrangement immediately. If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Company shall decide to demolish it or to rebuild it, then, in any of such events, the Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, the Company will provide the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Company's rights against the CLEC under this

tariff prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC, which were on account of any period subsequent to such date shall be returned to the CLEC

After any such casualty and upon request by the Company, the CLEC shall remove from the collocation equipment location and other associated space, as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property. In the event non-recurring and/or recurring charges were suspended pursuant to the foregoing section, the CLEC's liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first. Nothing contained in these provisions shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty. Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Company and the CLEC each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

2.10 Implementation and Termination of Service

2.10.1 Implementation of Collocation Charges

The Company shall provide the CLEC with a notice (“Scheduled Completion Notice”) indicating the scheduled completion date (“Scheduled Completion Date”) for the collocation arrangement. The Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and will request the CLEC to schedule and attend a “Collocation Acceptance Meeting” (“CAM”). Collocation charges will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement. Collection of Non-Recurring Charges**.** The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 2.3.3. The balance of the NRCs (“NRC Balance”) will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first. Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first (“Commencement Date”), and shall continue until terminated pursuant to Section

2.10.4. Extension Request.

A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing (“Extension Notice”) within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC

terminates its collocation arrangement, the termination shall be governed by Section 2.10.4

If the Company ascertains the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after the notification to retain the collocation space by notifying the Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC accepts the space, whichever comes first.

2.10.2 Grounds for Termination by the Company

Failure by the CLEC to comply with the terms and conditions of this tariff, including nonpayment of rates and charges may result in termination of collocation service. In addition to the other grounds for termination of collocation services set forth herein, the Company reserves the right to terminate such services upon thirty (30) calendar days notice in the event the CLEC:

(a) is not in conformance with provisions of this tariff or other Company standards and requirements; and/or

(b) imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLECs. The Company also reserves the right to terminate such services, without prior notice, in the event the CLEC's collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of the Company's equipment and facilities or to Company employees located outside the CLEC's collocation space. The Company reserves the right to inspect the CLEC's collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If the Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), the Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days notice. If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 2.10.4.

2.10.3 Termination by the CLEC

A CLEC must notify the Company in writing of its plans to terminate a collocation arrangement ("CLEC Termination Notice"), and such CLEC termination shall be governed by this Section. Termination After Completion. If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 2.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 2.10.1. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice. Material now appearing on this sheet previously appeared on Sheet No. 35.

Termination Prior to Completion. If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

Effective date of CLEC termination on or between Days 1 to 15, CLEC owes 20% of non-recurring charges. Effective date of CLEC termination on or between Days 16 to 30, CLEC owes 40% of non-recurring charges. Effective date of CLEC termination on or between Days 31 to 45, CLEC owes 60% of non-recurring charges. Effective date of CLEC termination on or between Days 46 to 60, CLEC owes 80% of non-recurring charges. Effective date of CLEC termination after Day 60, CLEC owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, with any remaining refund amount issued to the CLEC. Engineering/Major Augment fees submitted with the application will not be refunded. The CLEC Termination Notice must be received by the Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

2.10.4 Effects of Termination

If the Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply: Equipment Removal and Monthly Recurring Charges. The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Company's option. The CLEC shall reimburse the Company for all costs the Company incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC. The Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 2.16 for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Company discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover.

Material previously appearing on this sheet now appears on Sheet Nos. 34.2 and 35.1.

Refund of Non-Recurring Charges. If the Company or the CLEC has terminated a collocation arrangement pursuant to Sections 2.10.2 and 2.10.3 and the CLEC ("original CLEC") has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), the original CLEC will receive a refund from the Company for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If the Company uses an asset for which a CLEC paid a non-recurring charge, the Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating prorated refunds to a CLEC, the Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, and any remaining refund amount will be issued to the CLEC. Engineering/Major Augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

2.10.5 Closure, Decommissioning or Sale of Premises

Collocation arrangements will automatically terminate if the premise in which the collocation space is located is closed, decommissioned or sold and no longer houses the Company's network facilities. At least one hundred eighty (180) days written notice will be given to the CLEC of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the

Company will provide notice to the CLEC as soon as practicable. The Company will work with the CLEC to identify alternate collocation arrangements. The Company will work cooperatively with the CLEC to minimize any potential for service interruption resulting from such actions.

2.11 Miscellaneous

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize the premises space in such a manner as will best enable it to fulfill its service requirements. The CLEC does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that a CLEC requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLEC may not use Company official lines.

2.12 Virtual Collocation

Description Under virtual collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. A CLEC provides fiber-optic facilities through Company entrance manholes for connection to the CLEC virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises. The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLEC's location, the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments. Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested. If the CLEC requests virtual collocation of equipment other than the standard virtual arrangement, the CLEC and Company will mutually agree upon the type of equipment to be virtually collocated. Material now appearing on this sheet previously appeared on Sheet No. 35.

Material previously appearing on this sheet now appears on Sheet No. 35.2

The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC provided transmission equipment and for training. The Company will notify the CLEC of issues or unanticipated delays, as they become known. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule. The implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment ot the Company premises by business day 40. The Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. The Company and the CLEC shall mutually agree upon intervals for non-standard arrangements. Transmission Failure In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is

the responsibility of the receiving end to report incoming signal loss to the transmitting end. Accommodations Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLEC within eight business days of the results of this review and site survey. The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises. Where the Company uses approved contractors for installation, maintenance or repair of Virtual collocation arrangements, the CLEC may hire the same approved contractors directly for installation, maintenance or repair of CLEC designated equipment. Where the Company does not use contractors, CLEC designated equipment and CLEC provided facilities used in the provision of Virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLEC designated equipment under the same timeframe and standards as its own equipment. CLEC personnel are not allowed on the Company premises to maintain and repair on Virtual collocation equipment. The Company shall monitor local premise and environmental alarms to support the equipment. The Company will notify the CLEC if a local office alarm detects an equipment affecting condition. The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents. No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to Section 2.12(K)).

(E) Plug-ins and Spare Cards

(1) When a plug-in/card is determined by the Company to be defective, the Company will label the plug-in as defective and place it in the CLEC-dedicated plug-in/card storage cabinet. The CLEC will be notified as the plug-in/card is replaced.

(2) The Company will not provide spare plug-ins/cards under any circumstances, nor is the Company responsible for the CLEC's failure to replace defective plug-ins/cards. The Company shall not be held responsible if the CLEC provides an inadequate supply of plug-ins/cards. The Company will segregate and secure the CLECprovided maintenance spares in the CLEC-provided spare plug-in/card cabinet.

(3) The CLEC shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, the CLEC shall provide the Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by the CLEC prior to delivery to the Company.

(4) In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

(5) Upon receiving notification from the Company that a plug-in/card has been replaced, the CLEC is then responsible to contact the Company operations manager to arrange exchange and replacement of the plugin/ card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plugin/ card.

(6) Subject to premise space availability, the CLEC shall have the option of providing a stand-alone spare plugin/ card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to the Company's specification, to house the spare plug-ins/cards. The spare

plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established.

(7) The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC.

(F) Safety and Technical Standards

1) The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Company, provision of service to the CLEC may in any way interfere with or adversely affect the Company's network or its ability to service other CLECs.

(2) All CLEC equipment to be installed in Company premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and the Company's premise environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

(3) It is the CLEC's responsibility to demonstrate and provide to the Company adequate documentation from an accredited source certifying compliance. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

(4) CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

(5) All the CLEC's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following:

(1) The fibers must be single mode;

(2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design;

(3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4;

(4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5;

(5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and

(6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

(G) Control Over Premises Based Equipment

(1) The Company exercises exclusive physical control over the premises-based

transmission equipment that terminates the CLEC's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Company under the direction of the CLEC.

(H) Removal of Equipment

(1) The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

(I) Installation and Trouble Resolution

(1) The Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLEC at the number provided and service the equipment as instructed and directed by the CLEC.

(J) Placement, Removal and Monitoring of Facilities and Equipment

(1) From manhole zero toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership.

(2) The CLEC has the responsibility to remotely monitor and control their circuits terminating in the Company's premises, however, the CLEC will not enter the Company's premises under virtual collocation arrangements.

(3) Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. A clear distinction must be made by the CLEC when submitting reports of troubles on the Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 2.12(K)).

(4) When the CLEC isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the Company. The CLEC shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLEC's technician/contact.

(5) Responses to all equipment servicing needs will be at the CLEC's direction. Maintenance will not be performed without the CLEC's direct instruction and authorization.

(6) If the CLEC is providing its own transport fiber for the virtual collocation arrangement, the CLEC will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.

(7) Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC.

(8) The CLEC shall provide, own, and operate the terminal equipment at their site outside the Company's premises.

(K) Use of Non-Standard Equipment

(1) When a CLEC requests a virtual collocation arrangement consisting of equipment which the Company does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, the CLEC shall be responsible for training 50%, but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLEC with adequate manufacturer's training.

(2) The CLEC is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the CLEC. The CLEC shall also pay for the Company technicians' time subject to tariffed rates. When travel is required, travel expenses associated with training will be charged to the CLEC based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The CLEC also has the option of arranging and paying for all travel expenses for Company technicians directly.

(3) In the event of an equipment upgrade, the CLEC must provide secondary training subject to the provisions contained herein.

(L) Additions and Rearrangements

(1) Once the CLEC has established a virtual collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual collocation arrangement. If the CLEC decides to rearrange an existing virtual collocation arrangement, the CLEC must submit a new application outlining the details of the rearrangement along with a Virtual Engineering/Major Augment fee.

(M) Application of Rates and Charges

(1) Virtual Engineering Fee The Company will require a Virtual Engineering/Major Augment fee (NRC) per virtual collocation request, per premise or other Company location where the CLEC requests to establish virtual collocation. A Virtual Engineering/Major Augment fee is required to be submitted by the CLEC with its application. This fee applies for all new virtual collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Company's performance of an initial site visit and an engineering evaluation. If the CLEC cancels or withdraws its request for a virtual collocation arrangement prior to turn-up, the CLEC will be liable for all costs and liabilities incurred by the Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

(2) Other Virtual Collocation Rate Elements The application, description, and rates of other Virtual Collocation rate elements are described in Sections 2.15 and 2.16.

(N) Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Augment Application described in Section 2.3.5. Requests for converting a Virtual arrangement to a Cageless arrangement that requires no physical changes to the arrangement will be assessed a Minor Augment fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineering/Major Augment Fee

and other applicable charges. The Company will notify the CLEC within ten (10) business days following receipt of the completed Augment Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in Section 2.3.7. 2.13 Microwave Collocation Microwave collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Company facilities through the collocation arrangement.

(A) Accommodations

(1) The Company will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual collocation arrangement and to access the Company's interconnection point. Waveguide may not be placed in Company cable risers or racks. The Company reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

(2) The Company will designate the space in, on or above the exterior walls and roof of the premises which will constitute the roof space or transmitter/receiver space. The Company may require the CLEC's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. The Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.

(3) At the option of the Company, the antenna support structure shall be built, owned and maintained by either the Company or by the CLEC. The Company reserves the right to use existing support structures for a CLEC's antenna, subject to space and capacity limitations. The Company also reserves the right to use any unused portion of a support structure owned by a CLEC for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Company is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When the CLEC is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

(4) The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

(5) For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the CLEC's interior collocation space, or in a separate location inside or on the exterior of the building as determined by the Company.

(B) Security

(1) The Company will permit the CLEC's employees, agents and contractors approved by the Company to have access to the areas where the CLEC's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that the CLEC employees, agents and

contractors comply with the policies and practices of the Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, the Company will provide access on a per event basis.

(2) The Company will also permit all approved employees, agents and contractors of the CLEC to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

(C) Safety and Technical Standards

(1) The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. The Company will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

(2) The Company reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

(3) The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over 10 feet in height, the CLEC or if applicable, the Company, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with the Company within 10 days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

(4) The CLEC shall provide written notice to the Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC also agrees to take all necessary corrective action.

(5) All CLEC microwave equipment to be installed in or on the exterior of the Company premises must be on the Company's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

(6) The CLEC must comply with Company technical specifications for microwave collocation interconnection specified in NIP – 74171 and the Company's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that CLEC provided equipment and installation activities do not act as a hindrance to Company services or facilities. The CLEC's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

(7) CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171,

national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

(8) All CLEC microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and the Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Company services or facilities.

(9) The equipment located in, on or above the exterior walls or roof of the Company's building must either be on the Company's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premises engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Company service or facilities.

(10) Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by the CLEC in all cases is specified in ANSI C95.1 – 1982.

(11) CLEC equipment must conform to the same specific risk, safety, hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

(D) Placement and Removal of Facilities and Equipment

(1) Prior to installation of the CLEC's facilities or transmission equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

(2) The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Company or a hired agent of the Company.

(3) Any CLEC's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the CLEC.

(4) The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

(5) The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

(E) Moves, Replacements or Other Modifications

(1) Where the CLEC intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special

consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Company.

(F) Space and Facilities

(1) Monthly rates are applicable to each microwave CLEC for the space (generally on the premises roof) associated with Company or CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by the CLEC's RCRs, (i.e., the sum of the RCRs of each of the CLEC's antennas).

(2) Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by the CLEC. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

(3) The owner of the support structure may charge CLECs proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure based on the relative capacity ratio (RCR) of the user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

(4) The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described above, except that the owner of the structure may assess other user's a proportionate share of inspection costs and the Company may assess microwave CLECs monthly recurring charges for use of its roof space. At the time a CLEC (including the owner) proposes to attach additional antennas to an existing support structure, it shall be the responsibility of that CLEC to obtain, at their cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

(5) When a CLEC is the owner of the structure, the proposed user shall pay the owner directly the one-time charge as set forth above. When the Company is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that a CLEC who owns the support structure fails to comply with these provisions, at the Company's option, ownership of the support structure shall transfer to the Company.

(6) Costs incurred by he Company to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to the CLEC.

(H) Emergency Power and/or Environmental Support

In the event special work must be done by the Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the CLEC will be billed on a time and materials basis for the costs incurred.

(I) Escorting

When a CLEC is escorted by a qualified Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in Section 2.16.51 will apply.

2.14 Rate Regulations

2.14.1 Rates and Charges

(A) Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 2.16 following. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

2.14.2 Billing and Payment

(A) The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 2.4.1 preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

(B) The Company will apply charges (e.g., nonrecurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLEC to utilize the completed virtual collocation arrangement will not impair the right of the Company to commence billing.

(C) The Company shall charge the CLEC for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company's planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLEC's fiber in manhole zero, including license fees, shall be the responsibility of the CLEC.

2.15 Description and Application of Rate Elements

2.15.1 Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity.

(A) Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, and Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to

attend status meetings.

(B) Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities and requests to terminate DSO, DS1 and DS3 cables.

(C) Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

(D) Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.

(E) Cage Enclosure Augment

The Cage Enclosure Augment rate is applied per square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.

(F) BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

(G) Overhead Superstructure

The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.

(H) Facility Pull-Engineering

The Facility Pull-Engineering charge is applied per project to recover the engineering costs of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

(I) Facility Pull

The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

(J) Cable Termination

The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable and fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

(K) Fiber Cable Pull-Engineering

The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into the Company's central office.

(L) Fiber Cable Pull-Place Innerduct

The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing Innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

(M) Fiber Cable Pull-Labor

This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into the Company's central office.

(N) Fiber Cable Pull-Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(O) Fiber Splice-Engineering

The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

(P) Fiber Splice

The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

(Q) DC Power

Nonrecurring Charges for DC Power are applied for each caged, cageless and virtual collocation application and major DC Power augments to existing arrangements. These charges recover the Company's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC power feed will require two (2) cables.

(R) Cable Material Charges

The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless and virtual collocation arrangements. If the Company provides these cables, the applicable Cable Material Charge will be charged.

(S) Adjacent Engineering Fee

The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining

the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

(T) Adjacent Fiber Cable Pull–Engineering

The Adjacent Fiber Cable Pull–Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

(U) Adjacent Fiber Cable Pull–Place Innerduct

This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

(V) Adjacent Fiber Cable Pull–Labor

This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull–Engineering above.

(W) Adjacent–Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(X) Adjacent Metallic Cable Pull–Engineering

This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

(Y) Adjacent Metallic Cable Pull–Labor

This charge covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.

(Z) Adjacent Cable Splice–Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

(AA) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AB) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AC) Adjacent Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

(AD) Adjacent Facility Pull-Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AE) Adjacent Facility Pull-Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AF) Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized)

These charges cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AG) Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized)

These charges cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AH) Adjacent DS3 Coaxial Cable Termination (Preconnectorized) /Adjacent

These charges cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AI) Adjacent Fiber Cable Termination

This charge covers the labor of terminating fiber cable, per fiber strand, for adjacent collocation to a fiber distribution panel.

(AJ) Collocation Space Report

When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.

(AK) Miscellaneous Services–Labor

Additional labor, if required by the Company to complete a collocation request, disconnect collocation power cables, remove collocation equipment, or perform inventory services for CLECS, will be rated as set forth in 2.16 following.

(AL) Engineering/Major Augment Fee (Microwave Only)

The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee

also includes the total time for the Building Services Engineer to coordinate the entire project.

(AM) Facility Pull (Microwave Only)

The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

(AN) Building Penetration for Microwave Cable

The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineer surveys.

(AO) Special Work for Microwave

The costs incurred by the Company for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied as a per entity inquiry.

(AP) Virtual Equipment Installation

The Virtual Equipment installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to: ATM, DSLAM, Frame Relay, Routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

(AQ) Virtual Software Upgrade

The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement. .

(AR) Virtual Card Installation

The Virtual Card Installation charge is applied per card when the Company, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

(AS) Cage Ground Bar

If a CLEC elects to subcontract collocation cage construction to a Company approved contractor, the Company will provision a ground bar in the CLEC's cage. The charge is applied per ground bar and recovers the material and labor costs to install the grounding bar, including necessary grounding wire.

(AT) Dedicated Transit Service (DTS) Service Order Charge

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

(AU) Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

(AV) Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3 and dark fiber circuits for DTS.

2.15.2 Monthly Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that service is provided.

(A) Caged Floor Space

Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

(B) Relay Rack Floor Space

The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

(C) Cabinet Floor Space

The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.

(D) Cable Subduct Space–Manhole

This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

(E) Cable Subduct Space

The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

(F) Fiber Cable Vault Splice

The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splice within the Company's cable vault.

(G) Cable Rack Space-Metallic

The Cable Space–Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within the Company's cable rack system.

(H) Cable Rack Space-Fiber

The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.

(I) DC Power

The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

(J) Facility Termination

This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

(K) BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

(L) Building Modification

The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

(M) Environmental Conditioning

The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the CLEC's DC Power requirement. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises.

(N) Adjacent Cable Subduct Space–Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

(O) Adjacent Cable Subduct Space

The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

(P) Adjacent Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

(Q) Adjacent Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

(R) Adjacent Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

(S) Adjacent Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel. Some material previously appearing on this sheet now appears on Sheet 48.1

(T) Adjacent Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

(U) Adjacent Cable Vault Space

The charge is based on the diameter of the cable or subduct.

(V) Adjacent Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

(W) Microwave Rooftop Space

Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

(X) Virtual Equipment Maintenance

The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the cost incurred by the Company for maintenance of the CLEC’s virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to: ATM, DSLAM, Frame Relay, Routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

Some material now appearing on this sheet previously appeared on Sheet 48.

2.16 Rates and Charges

| | NRC | MONTHLY CHARGE_ |
|---|---|---|
| 2.16.1 Engineering/Major Augment Fee, Per Occurrence | | |
| Caged or Cageless | $1,128.53 | – |
| Virtual | 576.34 | -- |
| Microwave Augment | | 1,327.68 |
| – | | |
| 2.16.2 Minor Augment Fee, Per Occurrence | 199.42 | – |
| 2.16.3 Access Card Administration, Per Card | | 18.90 – |
| Cage Enclosure | | |

25-100 Sq. Ft. 5,561.39 –
101-200 Sq. Ft. 6,430.88 –
201-300 Sq. Ft. 8,002.27 –
301-400 Sq. Ft. 9,573.67 –
401-500 Sq. Ft. 11,145.06 2.16.5

Cage Enclosure Augment \
Per Sq. Ft. Fencing 14.77 -- 2.16.6

BITS Timing,
Per Project 289.04 –
Per Month -- 9.25 2.16.7

Overhead Superstructure, Per Project 2,457.17 -- 2.16.8

Facility Pull/Engineering, Per Project 75.12 -- 2.16.9

Facility Pull, Per Cable Run
Metallic 208.06 -- Fiber Optic
Patchcord 212.75 -- (

2.16 Rates and Charges (Cont'd) MONTHLY NRC CHARGE

2.16.10 Cable Termination
DSO Cable, per 100 pair cable Terminated $ 4.13 –
DS1 Cable, per 28 pair cable terminated 1.03 –
DS3 Coaxial Cable (Preconnectorized) per cable terminated 1.03 –
DS3 Coaxial Cable (Unconnectorized) per cable terminated 10.33 –
Fiber Optic Patchcord Per Termination 1.15 –

2.16.11 Fiber Cable Pull-Engineering Per Project 606.30 –

2.16.12 Fiber Cable Pull-Place Innerduct Per Linear Foot 1.30 –

2.16.13 Fiber Cable Pull-Labor Per Linear Foot 0.70 –

2.16.14 Fiber Cable Pull-Cable Fire Retardant Per Occurrence 41.30 –

2.16.15 Fiber Splice-Engineering Per Project 30.32 –

2.16.16 Fiber Cable Splice Per Fiber 57.68 –

2.16.17 DC Power,

Engineering, Per Project 75.12 –
Cable Pull/Termination, Per Cable 1,332.54 –
Ground Wire, Per Wire 18.12 –
Facility and Utility, Per Load Amp (10 Amp Min) –

2.16 Rates and Charges (Cont'd) MONTHLY NRC CHARGE

2.16.18 Cable Material Charge

Facility Cable, Per Cable Run

DSO Cable (Connectorized) 100 Pair $ 328.28 –
DS1 Cable (Connectorized) 304.78 –
DS3 Coaxial Cable 83.84 –
Fiber Optic Patchcord-24 Fiber (Connectorized) 832.50 –
Facility Cable, Per Linear Foot Category 5 (Connectorized) 1.10 –
Power Cable, Per Cable Run Wire Power 1/0 91.57 –
Wire Power 2/0 133.01 –
Wire Power 3/0 148.41 –
Wire Power 4/0 182.41 –
Wire Power 350 MCM 311.37 –
Wire Power 500 MCM 434.07 –
Wire Power 750 MCM 668.68 –

2.16.19 Caged Floor Space, Per Square Foot, Per Month -- $ 3.07

2.16.20 Relay Rack Floor Space, Per Linear Foot, Per Month -- 13.05

2.16.21 Cabinet Floor Space, Per Linear Foot, Per Month -- 17.65

2.16.22 Cable Subduct Space-Manhole Per Project, Per Month -- 6.01

2.16 Rates and Charges (Cont'd) MONTHLY NRC CHARGE

2.16.23 Cable Subduct Space Per Linear Foot, Per Month -- $ 0.04

2.16.24 Fiber Cable Vault Splice Fiber Cable Vault Splice-48 Fiber Material, Per Splice, Per Month -- 6.82

2.16.25 Fiber Cable Vault Splice-48 Fiber Per Subduct, Per Month -- 0.68

2.16.26 Fiber Cable Vault Splice-96 Fiber Material, Per Splice, Per Month -- 19.43

2.16.27 Fiber Cable Vault Splice-96 Fiber Per Subduct, Per Month -- 0.68

2.16.28 Cable Rack Space-Metallic Per Cable Run, Per Month -- 1.50

2.16.29 Cable Rack Space-Fiber Fiber Entrance Facility Cable, Per Innerduct Foot, Per Month -- 0.01 Fiber Optic Patchcord to Fiber Distribution Frame, Per Cable, Per Month -- 0.36

2.16.30 Facility Termination DSO, Per 100 Pair, Per Month -- 3.04 DS1, Per 28 Pair, Per Month -- 13.59 DS3, Per DS3, Per Month -- 9.57 Fiber Optic Patchcord, Per Connector, Per Month -- .87

2.16.31 Building Modification Per Project -- 160.85

2.16.32 Environmental Conditioning Per Load Amp DC Power (10 Amp Min) -- 1.70

2.16.33 Adjacent Engineering Fee On-Site, Per Occurrence 958.00 --

2.16 Rates and Charges (Cont'd) MONTHLY NRC CHARGE

2.16.34 Adjacent Fiber Cable Pull- Engineering, Per Project $606.30 –

2.16.35 Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot 1.30 –

2.16.36 Adjacent Fiber Cable Pull Per Linear Foot 0.70 –

2.16.37 Adjacent Cable Fire Retardant Per Occurrence 41.30 –

2.16.38 Adjacent Metallic Cable Pull- Engineering, Per Project 606.30 –

2.16.39 Adjacent Metallic Cable Pull Per Linear Foot 0.84 –

2.16.40 Adjacent Metallic Cable Splice Engineering, Per Project 30.32 -- Greater than 200 Pair, Per DSO/DS1 Pair 0.91 -- 200 Pair or Less, Per DSO/DS1 Pair 1.32 –

2.16.41 Adjacent Fiber Cable Splice Engineering, Per Fiber 30.32 -- 48 Fiber or Less, Per Fiber 57.68 -- Greater than 48 Fiber, Per Fiber 53.74 –

2.16.42 Adjacent Facility Pull-Engineering Per Project 75.12 –

2.16 Rates and Charges (Cont'd)

2.16.2 Monthly Charges (Cont'd) MONTHLY NRC CHARGE

2.16.43 Adjacent Facility Pull Per Linear Foot 1.03 –

2.16.44 Adjacent Cable Termination

DSO Cable (Connectorized) Per 100 Pair 4.13 –
DSO Cable (Unconnectorized) Per 100 Pair 41.30 –
DS1 Cable (Connectorized) Per 28 Pair 1.03 –
DS1 Cable (Unconnectorized) Per 28 Pair 30.98 –
DS3 Coaxial Cable (Preconnectorized) Per DS3 1.03 –
DS3 Cable (Unconnectorized) Per DS3 10.33 –
Fiber Cable, Per Fiber Termination 57.68 –

2.16.45 Adjacent Subduct Space
Manhole, Per Project -- 6.01
Per Linear Foot -- 0.04

2.16.46 Adjacent Conduit Space (4" Duct)
Manhole, Metallic, Per Conduit -- 12.15
Metallic, Per Linear Foot -- 0.05

2.16.47 Adjacent Facility Termination-Material
DSO Cable, Per 100 Pair -- 3.04
DS1 Cable, Per 28 Pair -- 13.59
DS3 Cable, Per Coaxial -- 9.57

2.16 Rates and Charges (Cont'd) MONTHLY NRC CHARGE

2.16.48 Adjacent Cable Vault Space
Per 1200 Pair, Material, Per Splice -- $ 360.08
Per 1200 Pair, Per Cable -- 2.52
Per 900 Pair, Material, Per Splice -- 263.45
Per 900 Pair, Per Cable -- 2.28
Per 600 Pair, Material, Per Splice -- 175.32
Per 600 Pair, Per Cable -- 1.63
Per 100 Pair, Material, Per Splice -- 36.03
Per 100 Pair, Per Cable -- 0.37
Per 48 Fiber, Material, Per Splice -- 6.82
Per 48 Fiber, Per Subduct -- 0.68
Per 96 Fiber, Material, Per Splice -- 19.43
Per 96 Fiber, Per Subduct -- 0.68

2.16.49 Adjacent Cable Rack Space
Metallic DSO, Per Linear Foot -- 0.01
Metallic DS1, Per Linear Foot -- 0.01 Fiber,
Per Innerduct Foot -- 0.02 Coaxial,
Per Linear Foot -- 0.01

2.16.50 Collocation Space Report-Per Wire Center or Access Tandem Requested $1,217.52 –

2.16.51 Miscellaneous Services HOURLY RATES
Labor Rates, Per Technician
Basic Business Day
1st Half Hour 37.40 –
Each Additional Half Hour 18.70 –
Overtime Non-Business Day 1st Half Hour 100.00 –
Each Additional Half Hour 75.00 –
Premium Non-Business Day 1st Half Hour 150.00 –
Each Additional Half Hour 125.00 –

2.16 Rates and Charges (Cont'd) MONTHLY NRC CHARGE

2.16.52 Facility Pull (Microwave Only), Per Linear Foot $1.15 –

2.16.53 Microwave Rooftop Space Per Square Foot, Per Month -- $3.06

2.16.54 Building Penetration for Microwave, Per Occurrence Per Entity Inquiry –

2.16.55 Special Work for Microwave, Per Occurrence Per Entity Inquiry –

2.16.56 Virtual Equipment Installation, Per Quarter Rack 3,392.33 –

2.16.57 Virtual Software Upgrade, Per Base Unit 98.90 –

2.16.58 Virtual Card Installation, Per Card 216.23 –

2.16.59 Virtual Equipment Maintenance, Per Quarter Rack -- 74.56

2.16.60 Cage Ground Bar 1,470.05 –

2.16.61 Dedicated Transit Service (DTS)

DS0

Service Order, Semi-Mechanized, per order 21.89
Service Order, Manual, per order 38.02
Service Connection CO Wiring, per jumper 6.95
Service Connection Provisioning, per order 55.57

DS1, DS3, Dark Fiber

Service Order, Semi-Mechanized, per order 21.89
Service Order, Manual, per order 38.02
Service Connection CO Wiring, per jumper 16.91
Service Connection Provisioning, per order 108.56