
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

- Does filing adopt amendments to base agreement previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.

- Does this filing replace an agreement between the same parties that was previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

Amendment: Amends an existing carrier-to-carrier agreement.

- If the original agreement was negotiated, has it been approved by Commission?

NO, decision pending in Docket ARB _____

YES, approved in Docket ARB _____, Order No(s). _____

- If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing



2107 Wilson Boulevard
Arlington, VA 22201

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

February 2, 2004

Lee Weiner
Senior Vice President, General Counsel
XO Communications
11111 Sunset Hills Drive
Reston, VA 20190

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Weiner:

Verizon Northwest Inc. ("Verizon"), a Washington corporation, with principal place of business at 1800 41st Street, Everett, Washington 98201, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), XO Oregon, Inc. ("XO"), a Washington corporation, with principal place of business at 11111 Reston Hills, Reston, Virginia 20190-5339, wishes to adopt certain terms of the Interconnection Agreement between Ernest Communications, Inc. ("Ernest") and Verizon that was approved by the Oregon Public Utility Commission (the "Commission") as an effective agreement in the State of Oregon, as such agreement exists on the date hereof after giving effect to operation of law. XO agrees to adopt only the following provisions from the Ernest agreement, including associated definitions (i.e., the applicable definitions for this adoption of any capitalized phrases referred to in the following sections of the Ernest agreement shall be from the Section 2 of the Glossary (Definitions) of the Ernest agreement, which definitions, for avoidance of doubt, shall apply only to this adoption):

The Network Elements Attachment.

(The provisions of the Ernest agreement specifically identified above as subject to the adoption shall hereinafter be referred to as the "Terms"). I understand XO has a copy of

the Terms, which, in any event, are attached hereto as Appendix 1. Please note the following with respect to XO's adoption of the Terms.

1. By XO's countersignature on this letter, XO hereby represents and agrees to the following five points:

(A) XO adopts (and agrees to be bound by) the Terms of the Ernest/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that XO shall be substituted in place of Ernest Communications, Inc. and Ernest in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies 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"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).

(C) Notice to XO and Verizon as may be required under the Terms shall be provided as follows:

To: XO Oregon, Inc.
Attention: Corporation Service Company
50 Weston Street
Hartford, CT 06120-1537
Telephone Number: 860-246-5889
Facsimile Number: 860-524-5602

To Verizon:

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

with a copy to:

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

- (D) XO represents and warrants that it is a certified provider of local telecommunications service in the State of Oregon, and that its adoption of the Terms will cover services in the State of Oregon only.
 - (E) In the event an interconnection agreement between Verizon and XO is currently in effect in the State of Oregon (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Network Elements terms of the Original ICA, and shall replace in their entirety the Network Elements terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (F) Verizon's standard pricing schedule for interconnection agreements in the State of Oregon (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to XO's adoption of the Terms. XO should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. XO's adoption of the Ernest Terms shall become effective on February 2, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of XO. The term and termination provisions of the Ernest/Verizon agreement shall govern XO's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 17, 2005.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), 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 seek review in any way of any provisions included in these Terms as a result of XO's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, 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.
5. Verizon reserves the right to deny XO's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to XO are greater than the costs of providing them to Ernest;
 - (b) if the provision of the Terms to XO is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to XO under applicable law.
6. Should XO attempt to apply the Terms in a manner that conflicts with paragraphs 3-5 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 XO 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: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and XO's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of XO resulting from XO's adoption of the Verizon 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.

SIGNATURE PAGE

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

Sincerely,

VERIZON NORTHWEST INC.

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

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

XO OREGON, INC.

(SIGNATURE)

(PRINT NAME)

c: Stephen Hughes – Verizon

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to ECI, 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 ECI only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to ECI 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 ECI 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 ECI. Without limiting the foregoing, ECI 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 ECI in order to allow ECI 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 ECI a UNE or Combination that is not offered under this Agreement to ECI 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 Verizon shall not be obligated to provide to ECI, and ECI 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 ECI, 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 ECI. If Verizon terminates its provision of a UNE or a Combination to ECI pursuant to this Section 1.5 and ECI elects to purchase other services offered by

Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with ECI to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of ECI; and, (b) ECI 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 ECI on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of ECI Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the ECI Customer premises, ECI 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.

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 ECI 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 ECI 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 ECI 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. Verizon will not build new facilities.
- 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. Verizon will not build new facilities.
- 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, ECI may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities.
- 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. Verizon will not build new facilities. 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, ECI 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, ECI may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities.

- 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. Verizon will not build new facilities.
- 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, ECI 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. Verizon will not build new facilities.
- 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, ECI 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. Verizon will not build new facilities.
- 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 ECI in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities.

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. A DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are at the requested installation date currently available for the requested DS-1 Loop. Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date currently available for a requested DS-1 Loop, upon request by ECI, the DS-1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling.

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. A DS-3 Loop will be provided only where the electronics necessary to provide the DS-3 transmission rate are at the requested installation date currently available for the requested DS-3 Loop. Verizon will not install new electronics and Verizon will not build new facilities.

3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific ECI requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

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

3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.1.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

Appendix 1

- 3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
 - 3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
 - 3.1.13 Verizon shall make Digital Designed Loops available ECI at the rates as set forth in the Pricing Attachment.
 - 3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific ECI 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:
 - 3.1.14.1 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");
 - 3.1.14.2 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");
 - 3.1.14.3 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");
 - 3.1.14.4 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").
 - 3.1.15 Verizon shall make Conditioned Loops available to ECI at the rates as set forth in the Pricing Attachment.
- 3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
 - 3.2.1 ECI shall place orders for xDSL Compatible Loops, Digital Designed 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 ECI as the process is completed in each Central Office. ECI 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. ECI 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 ECI 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 ECI to evaluate the loop qualification information provided by Verizon and determine whether a loop meets ECI 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, ECI 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), ECI 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, ECI 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 ECI 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 ECI for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If ECI 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 ECI 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 ECI 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 ECI is already aware of the conditioning required (e.g., where ECI has previously requested a qualification and has obtained loop characteristics), ECI may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of ECI's valid, accurate and pre-qualified Service Order for a Digital Designed 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 ECI, 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 ECI's valid, accurate and pre-qualified Service Order for a Digital Designed or 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 ECI. 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 ECI requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If ECI cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, ECI shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If ECI cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, ECI shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 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 ECI Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loops) to be provided by Verizon to ECI:

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

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

3.3.1.3 ECI shall provide dial tone at the ECI 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 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from ECI; and

3.3.1.5.2 If ECI requests to reschedule outside the one (1) hour time frame above, ECI shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

3.3.1.6 If ECI 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 ECI will reschedule and, upon request from ECI, 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 ECI 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 ECI 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 Cooperative Testing.

In the former Bell Atlantic Service Areas only, ECI may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon

technician and a ECI technician jointly verify that an xDSL Compatible Loop or Digital Designed Loop is properly installed and operational prior to Verizon's completion of the order. ECI may request, at its option, Cooperative Testing by entering a toll-free (e.g. 800/888/877) number in the Remarks field of the LSR of an xDSL Compatible or Digital Designed Loop Service Order, and the Verizon technician will call the toll-free number to perform the Cooperative Test. When both the Verizon and ECI technicians agree that the Loop test shows that the Loop is operational, the ECI technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. Charges for Cooperative Testing are as set forth in the Pricing Attachment.

- 3.5 Verizon shall provide ECI access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if ECI 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 ECI. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of ECI's request notify ECI of the lack of available facilities. Upon request and to the extent required by Applicable Law, Verizon will provide ECI 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 ECI 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 ECI'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 ECI, solely for ECI's own use, the frequency range above the voice band on the same copper Loop required by ECI 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 ECI for ECI'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 ECI 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 ECI 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 ECI 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 (Digital Designed or Conditioned Loop) charges; (iii) charges associated with Collocation activities requested by ECI; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.
- 4.4 The following ordering procedures shall apply to Line Sharing:
 - 4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. ECI must utilize the Loop qualification processes described in the terms applicable to xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops to make this determination.
 - 4.4.2 ECI 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 ECI through the Verizon Loop prequalification tools, and if a positive response is received and followed by receipt of ECI'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, Digital Designed 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 ECI'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 ECI orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed or 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 Digital Designed and 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 ECI be longer than the interval offered to any similarly situated Affiliate of Verizon.
- 4.4.7 ECI 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. ECI 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, ECI 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, ECI 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 ECI 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.

ECI's deployment of additional Advanced Services shall be subject to the applicable FCC Regulations.

- 4.7 ECI 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. ECI 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. ECI 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 ECI and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. ECI 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 ECI submits an order for Line Sharing.

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

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

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

In this configuration, Verizon inventories and maintains a ECI-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 ECI'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 ECI's election, by a Verizon-approved vendor designated by ECI.

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

Verizon-approved vendor designated by ECI.

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 ECI 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. ECI 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 ECI'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. ECI 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 ECI 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 ECI Collocation arrangement with Verizon's network, the following options shall be available to ECI.

4.8.1.1 Under Splitter Option A, ECI may conduct its own physical tests of the shared Loop from ECI's Collocation area. If it chooses to do so, ECI 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 ECI-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 ECI-provided test head will be installed in ECI'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 ECI, either Verizon or, at ECI's election, a Verizon-approved vendor selected by ECI will install a ECI-provided test head to enable ECI to conduct remote physical tests of the shared Loop. This optional ECI-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 ECI-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 ECI-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 ECI-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 ECI during normal trouble isolation procedures in accordance with reasonable procedures.
 - 4.8.1.4 Under either Splitter Option, upon request by ECI, Verizon will make MLT access available to ECI via RETAS after the Service Order has been completed. ECI 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 ECI, Verizon shall perform a Wideband Test to diagnose troubles and provide ECI 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 ECI's Collocation arrangement with Verizon's network, ECI will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to ECI 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 ECI 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 ECI will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that ECI should reasonably have been able to isolate and diagnose through one of the testing options available to ECI above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.
- 4.8.4 Verizon and ECI 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. ECI 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 ECI has provided to Verizon malfunctions, ECI 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 ECI 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 ECI's Advanced Services. Verizon will not repair any CPE provided by ECI. Before a trouble ticket is issued to Verizon, ECI shall validate whether the Customer is experiencing a trouble that arises from ECI'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 ECI's equipment, splitter problems, or ECI's activities, Verizon will:
 - 4.8.6.1 Notify ECI and request that ECI immediately test the trouble on ECI'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 ECI 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 ECI's service. Where the Customer's Voice Grade service is degraded by ECI's particular technology deployment, Verizon will, to the extent required by Applicable Law, establish before the Commission that ECI's particular technology deployment is causing the significant degradation and, upon Verizon having done so, ECI 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 ECI-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is ECI's service.
 - 4.8.6.4 Upon notification from ECI that the malfunction in ECI's service has been cleared, Verizon will restore ECI's service by restoring the splitter on the Customer's Loop.
 - 4.8.6.5 Upon completion of the above steps, ECI will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning ECI

service from the Customer's line if the cause of the voice interruption was ECI's service.

- 4.8.6.6 Verizon shall not be liable to ECI, the Customer, or any other person, for damages of any kind for disruptions to ECI'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 ECI 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 ECI, Verizon shall allow ECI 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 ECI 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 ECI, Verizon shall provide ECI 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 ECI with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

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

- 6.1.2 ECI 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 ECI 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 ECI at such terminal. If ECI obtains access to a Sub-Loop Distribution Facility from a TOPIC, ECI shall install a TOPIC on an easement or Right of Way obtained by ECI 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 ECI 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 ECI for any of ECI's electronics in the TOPIC. ECI 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 ECI may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to ECI, 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, ECI must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a ECI TOPIC. To make such a request, ECI must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which ECI 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 ECI's demand for access to Sub-Loop Distribution Facilities at the requested FDI. ECI 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. ECI must submit Sub-Loop Interconnection Applications to:
- ECI'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 ECI 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 ECI 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 ECI'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 ECI breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide ECI with access to a Sub-Loop Distribution Facility, Verizon shall bill ECI, and ECI 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 ECI TOPIC and ECI has paid the full cost of such installation, ECI can request the connection of Verizon Sub-Loop Distribution Facilities to the ECI TOPIC. At the same time, ECI shall advise Verizon of the services that ECI 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. ECI shall run any crosswires within the TOPIC.
- 6.1.8 If ECI requests that Verizon reactivate an unused drop and NID, then ECI shall provide dial tone (or its DSL equivalent) on the ECI 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 ECI dial tone or equivalent from the TOPIC. If ECI requests that Verizon provide ECI with access to a Sub-Loop Distribution Facility that, at the time of ECI's request, Verizon is using to provide service to a Customer, then, after ECI 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, ECI shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit ECI'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 ECI 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 ECI and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. ECI 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) ECI reports to Verizon a Customer trouble, (b) ECI 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, ECI 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 ECI is not available at the appointed time. If as the result of ECI 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 ECI by Verizon. If as the result of ECI 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 ECI 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 ECI, Verizon shall provide ECI 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 ECI may obtain access to a Sub-Loop Feeder Facility through any method required by Applicable Law, in addition to existing methods such as from a ECI Collocation arrangement in the Verizon End Office where such Sub-Loop Feeder Facility originates, in which case Verizon shall terminate a Sub-Loop Feeder Facility in an RTEE that subtends such End Office only if ECI has a Collocation arrangement in such RTEE. Upon ECI's request, Verizon will connect a Sub-Loop Feeder Facility to a ECI Collocation arrangement in the Verizon End Office where the Sub-Loop Feeder Facility originates and to either a ECI Collocation arrangement in the Verizon RTEE that subtends such End Office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the End Office and that ECI has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and ECI that governs the establishment of such TOPIC. Verizon shall connect a Sub-Loop Feeder Facility to the point of termination bay of a ECI Collocation arrangement in a Verizon Central Office or to a ECI TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. ECI may obtain access to a Sub-Loop Feeder Facility between an End Office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

- 6.2.3 ECI shall run any crosswires within a ECI physical Collocation arrangement and a ECI TOPIC and ECI will have sole responsibility for identifying to Verizon where a Sub-Loop Feeder Facility should be connected to a ECI Collocation arrangement. ECI shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and ECI shall not bill Verizon, and Verizon shall not pay ECI, for providing such power and space.
- 6.2.4 Verizon shall not be obligated to provide to ECI any multiplexing at an RTEE or at a TOPIC. If ECI 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 ECI 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 ECI 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 ECI 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. ECI may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. ECI 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) ECI reports to Verizon a trouble, (b) ECI 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 ECI 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 ECI contact as designated by ECI is not available at the appointed time. If as the result of ECI 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 ECI by Verizon. If as the result of ECI 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 ECI by Verizon.

6.3 Collocation in Remote Terminals.

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

7. Inside Wire

7.1 House and Riser.

[This Section Intentionally Left Blank].

8. Dark Fiber

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by ECI, Verizon shall provide ECI with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF consist of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. 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 ECI'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 ECI'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 ECI'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 ECI'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 ECI'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 ECI's Collocation arrangement or adjacent structure. A ECI 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 ECI 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 ECI demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

- 8.2.2 ECI 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 ECI 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 ECI 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 ECI.
- 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 ECI'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 ECI Collocation arrangement or (2) from a Verizon accessible terminal to ECI's demarcation point at a Customer premises or ECI Central Office.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of ECI'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 ECI'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 ECI. If access to Dark Fiber IOF is not available, Verizon will notify ECI, 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 ECI 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 ECI 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 ECI's use for ten (10) Business Days from ECI'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 ECI 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 ECI does not have additional requirements for Collocation. The parallel provisioning process shall be used when ECI requires new Collocation facilities or changes to existing Collocation arrangements.
- 8.2.5.4 If no order is received from ECI for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF within ten (10) Business Days from ECI'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 ECI are available. Should ECI 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 ECI was available, ECI 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 ECI'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 ECI 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 ECI's requests for Collocation, including augments, and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.
 - 8.2.5.5.3 Before ECI submits a request for parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, ECI 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 ECI's Collocation application has been accepted.
 - 8.2.5.5.4 ECI 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 ECI's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, ECI may cancel its Collocation application within five (5) Business Days of such rejection and receive a refund of the Collocation application fee paid by ECI, less the costs Verizon incurred to date.
 - 8.2.5.5.6 If Verizon accepts ECI'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 ECI 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 ECI Collocation application, ECI 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 ECI's Collocation arrangement in such Verizon Central Office(s). ECI will prepare such request(s) in the manner and form specified by Verizon.
 - 8.2.5.5.8 If ECI cancels its Collocation application, ECI 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).
- 8.2.6 ECI 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 ECI in the condition that it is available in Verizon's network at the time that ECI 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 ECI'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 ECI 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 ECI as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.11 ECI 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 ECI 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 ECI for use for Special or Switched Exchange Access Services, ECI 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 ECI 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 ECI upon a showing of need to the Commission and twelve (12) months' advance written notice to ECI; 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 ECI 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 ECI, or impair Verizon's ability to meet a legal obligation.

- 8.2.15 Except as expressly set forth in this Agreement, ECI may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.16 ECI 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 ECI; (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, ECI's Collocation arrangements with any proper optical cross connects or other equipment that ECI needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. ECI 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 ECI 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 ECI 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. 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.
- 8.2.18 ECI 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 ECI.
- 8.2.19 ECI may request the following, which shall be provided on a time and materials basis (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 ECI subject to the agreement of ECI, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. ECI 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 ECI 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 ECI 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, ECI 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 ECI 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 ECI 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 ECI 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, ECI assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be compatible with ECI'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 ECI, Verizon shall permit ECI to connect a ECI 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 ECI with access to NIDs in accordance with, but only to the extent required by, Applicable Law. ECI 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 ECI NID deployed by ECI or, if an entrance module is available in the Verizon NID, by connecting a ECI 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 ECI 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 ECI 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 ECI remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall ECI 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 ECI is connecting a ECI-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, ECI does not need to submit a request to Verizon and Verizon shall not charge ECI for access to the Verizon NID. In such instances, ECI 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), ECI 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, ECI may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to ECI's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, ECI 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 ECI 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. ECI, its agent, the building owner or the Customer). If ECI 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. ECI, 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 ECI 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 ECI 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 **Error! Reference source not found.** of the Additional Services Attachment.

10.2.3 ECI 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. ECI 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 ECI 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), ECI shall complete the NDR process. As part of the NDR process, ECI shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

If ECI selects customized routing, ECI 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, where facilities are available, at ECI's request, Verizon shall provide ECI 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 ECI also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Attachment. Verizon shall provide ECI with such IOF in accordance with, but only to the extent required by, Applicable Law. Verizon will not install new electronics, and Verizon will not build new facilities.

11.2 If and, to the extent that, ECI has purchased (or purchases) transport from Verizon under a Verizon tariff or otherwise, and ECI 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, ECI 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 ECI, Verizon shall provide ECI 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 ECI shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve ECI's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the ECI information Verizon requires to provide such call-related functionality is resident in a database, ECI will provide Verizon with the access and authorization to query ECI'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 ECI 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 ECI.
- 12.4 Regardless of the manner in which ECI obtains CCS Interconnection, ECI 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.

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- 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 ECI signaling systems to the public Internet Protocol network may expose ECI and Verizon signaling systems and information to interference by third parties. ECI 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. ECI 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 ECI in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. ECI shall charge Verizon rates equal to the rates Verizon charges ECI, unless ECI’s Tariffs for CCS signaling provide for lower generally available rates, in which case ECI 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 **Error! Reference source not found.** of the Additional Services Attachment, Verizon shall provide ECI with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide ECI with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by ECI through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

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- 14.1 Any request by ECI 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. ECI 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) ECI reports to Verizon a Customer trouble, (b) ECI 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 ECI 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 ECI is not available at the appointed time. ECI accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of ECI 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 ECI by Verizon. If as the result of ECI 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 ECI by Verizon. Verizon agrees to respond to ECI 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. Combinations

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

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 Oregon a service or arrangement offered under this Attachment,

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Verizon reserves the right to negotiate in good faith with ECI 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.

APPENDIX 2¹
V1.2

I. Rates and Charges for Transportation and Termination of Traffic²

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0013300∇ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0036855∇ per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0019835∇ 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) –For each DS1 equivalent volume³ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

¹ In the event this Appendix 2 refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix 2 shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

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

³ A CCS busy hour equivalent of 200,000 combined minutes of use.

∇ Oregon Docket, UM #844

II. Services Available for Resale

The avoided cost discount for all Resale services is 17.00%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$275.09
Customer Record Search Per Account	\$ 11.77

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$340.38
Engineered Initial Service Order - As Specified	\$130.48
Engineered Subsequent Service Order	\$ 64.88
Non-Engineered Initial Service Order - New Service	\$ 37.74
Non-Engineered Initial Service Order - Changeover	\$ 21.59
Non-Engineered Initial Service Order - As Specified	\$ 52.30
Non-Engineered Subsequent Service Order	\$ 19.27
Central Office Connect	\$ 6.84
Outside Facility Connect	\$ 88.03
Manual Ordering Charge	\$ 12.01

Product Specific

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

Custom Handling

Service Order Expedite:

Engineered	\$ 54.36
Non-Engineered	\$ 5.71

Coordinated Conversions:

ISO	\$ 24.42
Central Office Connection	\$ 10.89
Outside Facility Connection	\$ 8.96

Hot Coordinated Conversion First Hour:

ISO	\$ 31.28
Central Office Connection	\$ 43.58
Outside Facility Connection	\$ 35.83

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.56
Central Office Connection	\$ 10.89
Outside Facility Connection	\$ 8.96

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop⁴

Unbundled Loop

Basic (2-wire)- per loop		
Zone 1	\$	14.36∇
Zone 2	\$	25.83∇
Zone 3	\$	50.16∇
Basic Rate ISDN (2-wire),per loop		
Zone 1	\$	14.36∇
Zone 2	\$	25.83∇
Zone 3	\$	50.16∇
Basic Loop (4-wire), per loop		
Zone 1	\$	28.72∇
Zone 2	\$	51.66∇
Zone 3	\$	100.32∇
DS-1 Loop, per loop	\$	87.37∇
DS-3 Loop, per loop	\$	363.42∇
Primary Rate ISDN Loop, per loop	\$	87.37∇
Dark Fiber Loop	\$	151.17∇
Supplemental Features:		
ISDN-BRI Line Loop Extender	\$	6.66
DS1 Clear Channel Capability	\$	24.26

Sub-Loop

2-Wire Feeder	\$	11.94
2-Wire Distribution	\$	24.77
4-Wire Feeder	\$	29.23
4-Wire Distribution	\$	43.54
2-Wire Drop	\$	5.35
4-Wire Drop	\$	5.64
Inside Wire	BFR	

Network Interface Device (leased separately) & Intra-Premises Riser Cable

Basic NID:	\$	1.90
Complex (12 x) NID	\$	2.00
Intra-Premises Riser Cable, per pair	\$	0.20 [^]

Line Sharing/Line Splitting Rate Element for Virtual Collocation Splitter Arrangements

Passive Equipment Maintenance – Splitters per shelf	\$	23.94
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⁴ ∇ Oregon Docket, UM #844

[^] Oregon Commission Order No. 02-355

Local Circuit Switching Capability

Switch Ports⁵

DS0 Switched Lineside		
First port	\$	1.14∇
Each additional port	\$	1.14∇
DS0 Analog Trunk Port	\$	12.33∇
DS0 Switched Trunkside	\$	12.33∇
Coin Line Side Port	\$	6.28
Digital Line Side Port (Supports BRI ISDN)	\$	6.09∇
DS1 Switched Lineside		
(DID/DOD/PBX Capable)	\$	68.60∇
DS1 Switched Trunkside	\$	78.24∇
DS1 Local Message Trunk Port	\$	78.24∇
ISDN PRI Digital Trunk Side Port	\$	225.52

ISDN Ext (>18K')

2-Wire ISDN Extension ⁵	\$	23.54∇
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Vertical Features

See Attached List

Usage Charges (must purchase Port)

Local Central Office Switching		
End Office Originating, per minute of use	\$	0.001330∇
End Office Terminating, per minute of use	\$	0.001330∇

Interoffice Transport^{6 7}

Common Shared

Transport Facilities ⁸		
per minute of use, per mile	\$	0.000005∇
Transport Termination		
per minute of use, per termination	\$	0.000372∇
Tandem Switching, per minute of use	\$	0.001596∇

Terminating to Originating Ratio		1.00
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⁵ Nonrecurring charge will be developed on an individual case basis (ICB).

⁶ When ordering interoffice Transport, a termination and facility are required.

⁷ Transport Facilities-Common must be combined with Switching.

⁸ The Switched Access Service Ordering Charge applies from the Company's Facilities for Intrastate Access tariff.

∇ Oregon Docket, UM #844

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	\$	15.00
CDT 4 Wire	\$	30.00
CDT DS1	\$	87.37
CDT DS3 Optical Interface	\$	363.42
CDT DS3 Electrical Interface	\$	1,000.00
Interoffice Dedicated Transport ⁹		
IDT DS0 Transport Facility per mile ¹⁰	\$	0.08∇
IDT DS0 Transport Termination, per termination	\$	19.74∇
IDT DS1 Transport Facility per mile ¹⁰	\$	0.85∇
IDT DS1 Transport Termination, per termination	\$	37.94∇
IDT DS3 Transport Facility per mile ¹⁰	\$	10.19∇
IDT DS3 Transport Termination, per termination	\$	253.13∇
Multiplexing		
DS1 to DS-0 Multiplexing	\$	212.76∇
DS3 to DS1 Multiplexing	\$	203.54∇
DS1 Clear Channel Capability	\$	24.26

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
Transport Facilities - Dark Fiber, per route mile ¹¹	\$	68.38∇
Fiber Optic	\$	8.51∇
Intermediate Office Charge		TBD

⁹ When ordering Interoffice Transport, a termination and facility are required

∇ Oregon Docket, UM #844

¹⁰ If the Transport Facility is used for switched traffic, the Switched Access Service Ordering Charge applies from the Company's Facilities for Intrastate Access tariff. If the Transport Facility is used for non-switched traffic, the Special Access Ordering Charges apply from the Company's Facilities for Intrastate Access tariff.

¹¹ If the Transport Facility is used for switched traffic, the Switched Access Service Ordering Charge applies from the Company's Facilities for Intrastate Access tariff. If the Transport Facility is used for non-switched traffic, the Special Access Ordering Charges apply from the Company's Facilities for Intrastate Access tariff.

Service Control Point – Call Related Databases

LIDB Query – per attempt	\$	0.003224
8XX Query – per attempt	\$	0.001109
POTS Translation	\$	0.000064
Call Handling and Destination	\$	0.000052

SS7 Service

STP	TBD
Access Link Facilities	TBD
Bridge Link Facilities	TBD
Signaling Parameter (ISUP)	TBD
Signaling Parameter (TCAP)	TBD
Call-Related Databases	TBD

[^] Oregon Commission Order No. 02-355

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 Splitting¹²

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.

¹² Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

OREGON UNBUNDLED VERTICAL FEATURES

Switching Features ¹³ ∠	Nonrecurring Charges ^{14 15 16} Semi-Mechanized	Nonrecurring Charges ^{11 12 13} Manual	Monthly Rates
Call Waiting	\$ 0.17	\$ 8.49	\$ 0.11
Call Forwarding Busy Line-Fixed	\$ 0.17	\$ 8.49	\$ 0.25
Call Forwarding Don't Answer-Fixed	\$ 0.17	\$ 8.49	\$ 0.18
Call Forwarding Busy Line/Don't Answer-Fixed-CentraNet ^R	\$ 0.17	\$ 8.49	\$ 0.35
Call Forwarding	\$ 0.17	\$ 8.49	\$ 0.12
Speed Dialing-Eight Number (Short)	\$ 0.17	\$ 8.49	\$ 0.06
Speed Dialing-Thirty Number (Long)	\$ 0.17	\$ 8.49	\$ 0.06
Third Party Add On (Three-Way Calling)	\$ 0.17	\$ 8.49	\$ 0.12
Circular Hunting (Hunting-CentraNet ^R)	\$ 0.17	\$ 8.49	\$ 0.05
Call Transfer-CentraNet ^R	\$ 0.17	\$ 8.49	\$ 0.31
Call Hold-CentraNet ^R	\$ 0.17	\$ 8.49	\$ 0.05
Call Pick Up-Direct-CentraNet ^R	\$ 0.17	\$ 8.49	\$ 0.06
Distinctive Ringing	\$ 0.17	\$ 8.49	\$ 0.08
Hot Line-CentraNet ^R	\$ 0.17	\$ 8.49	\$ 0.10
Warm Line	\$ 0.17	\$ 8.49	\$ 0.07
Caller ID	\$ 0.17	\$ 8.49	\$ 0.25
Caller ID-Number Only	\$ 0.17	\$ 8.49	\$ 0.08
Cancel Caller ID-Number Only (Blocking)	\$ 0.17	\$ 8.49	\$ 0.00
Busy Number/Last Number (Continuous Redial)	\$ 0.17	\$ 8.49	\$ 0.99
Call Trace (Customer Originated Trace)	\$ 0.17	\$ 8.49	\$ 0.99
Last Number Redial (Last Call Return)	\$ 0.17	\$ 8.49	\$ 0.24
Priority Call	\$ 0.17	\$ 8.49	\$ 0.74
Select Call Forwarding	\$ 0.17	\$ 8.49	\$ 0.62
Call Block (Selective Call Rejection)	\$ 0.17	\$ 8.49	\$ 1.28
CentraNet ^R Basic Features (CentraNet ^R Feature 1000)	\$ 0.17	\$ 8.49	\$ 2.46
Speed Dialing 6 Individual (Intercom 6)	\$ 0.17	\$ 8.49	\$ 0.83
Speed Dialing 30 System (Intercom 30)	\$ 0.17	\$ 8.49	\$ 1.80

¹³ Rates and charges apply, per each unbundled switching element.

∠ Statement of Rates, Dated May 16, 2003

¹⁴ The nonrecurring charge applies per request on a per unbundled switching feature basis to establish or change switching features, a package of switching features or any combination of packages and features

¹⁵ When an element is ordered and installed at the same time as an unbundled NACC-port, an additional Initial Order charge does not apply.

¹⁶ The Subsequent Order charge applies when an element is ordered subsequent to the installation of an unbundled NACC-port.

∇ Oregon Docket, UM #844

NON-RECURRING CHARGES – LOOP AND PORT

Installation, Testing and Service Order Charges[∠]	Nonrecurring Charges Semi-Mechanized	Nonrecurring Charges Manual
Service Order Activity		
Service Order		
Initial Order (LSR) Loop or Port, per end user location	\$ 1.46	\$ 35.34
Subsequent Order Loop or Port, per end user location	\$ 0.76	\$ 11.05
Installation		
Unbundled Loop, per loop		\$ 12.57
Unbundled Port, per port		\$ 13.85
Testing – Loop Facility Testing Charge¹⁷		
Initial Conformance Testing		
Additional Conformance Testing		\$ 30.19
Initial Cooperative Testing		\$ 9.83
Additional Cooperative Testing		\$ 41.76
		\$ 21.40
Service Order and Provisioning Charges or Change to Service, per DS1, Primary rate ISDN Loop, or DS3 Loop^{18 19}		
Initial loop-DS1, PRI	\$240.29	\$278.75
Each subsequent loop-DS1, PRI	\$218.77	\$256.49
Initial loop-DS3	\$239.67	\$278.13
Each subsequent loop-DS3	\$218.17	\$256.62
Time and Material Charges		
Time and Material Charges		Actual Cost

[∠] Statement of Rates, Dated May 16, 2003

¹⁷ The Loop Facility Testing Charge applies for testing performed at the request of the Telecommunications Carrier (TC) when ordered with a UNE loop.

¹⁸ To qualify for the subsequent Nonrecurring Charges, multiple loops must be ordered from the same Network Interface to the same serving wire center at the time of initial order.

¹⁹ Testing results provided.

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$	25.13
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

Hot Coordinated Conversions First Hour:

ISO	\$	31.28
Central Office Connection	\$	37.72
Outside Facility Connection	\$	33.28

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.56
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.32

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

NON-RECURRING CHARGES

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
Network Interface Device (single tenant)	\$ 64.77			
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	\$ 0.00	\$ 0.00	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.28
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
Intermediate Office Charge		TBD		
Dark Fiber Optional Engineering Services		TBD		
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 35.34	\$ 1.46	\$ 12.57	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 11.05	\$ 0.76	\$ 12.57	N/A
DS1/DS3 - Initial	\$278.75	\$240.29	\$ 0.00	N/A
DS1/DS3 - Subsequent	\$256.49	\$218.77	\$ 0.00	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

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Add'tl Unit
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LOOP CONDITIONING²⁰
(No charge for loops 12,000 feet or less)

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

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) (Also applies to CDT portion of an EEL arrangement)

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 83.00	N/A

²⁰ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
Multiplexing[∠]				
DS1 to DS0♣	\$165.28	\$ 97.28		
DS3 to DS1♣	\$161.56	\$ 93.97		
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 ROUTING²¹				
Customized Routing – Per Line class code	\$272.52			
Customized Routing – Per switch	\$536.90			
EXPEDITES				
Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A
OTHER				
Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
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				
CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53
Testing Access	TBD			
Line Sharing/Line Splitting Rate Elements for Virtual Collocation Splitter Arrangements				
Engineering/Installation Fee-Splitters per shelf	\$1,831.03			

[∠] Statement of Rates, Dated May 16, 2003

²¹ Oregon Commission Order No. 02-355.

♣ This charge is a combination of both provisioning and ordering.

Application of NRCs

Preordering:

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

Customer Record Search applies when XO 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 XO requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

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

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

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

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42
Access Card Administration (New/Replacement)	per card	NRC	21.01
Cage Grounding Bar	per bar	NRC	1,423.10
DC Power	per amp	NRC	68.15
Overhead Superstructure	per project	NRC	2,371.98
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	75.43
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
Fiber Cable Splice			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80
BITS Timing	per project	NRC	288.07
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area			
DC Power	per sq ft	MRC	2.31
	per amp	MRC	9.68
Building Modification			
Environmental Conditioning	per request	MRC	119.66
	per amp	MRC	1.55
Facility Termination			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per coaxial cable	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	0.34
Cable Rack Space - Fiber	per innerduct ft	MRC	0.01
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.50
Manhole Space - Fiber	per project	MRC	2.92
Subduct Space - Fiber	per lin ft	MRC	0.02
Cable Vault Splice			

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Cable - 48 Fiber			
Material	per splice	MRC	5.58
Space Utilization in Vault	per subduct	MRC	0.62
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
Space Utilization in Vault	per subduct	MRC	0.62
BITS Timing	per occurrence	MRC	6.15

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42

Access Card Administration (New/Replacement)	per card	NRC	21.01
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DC Power	per amp	NRC	68.15
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Overhead Superstructure	per project	NRC	2,371.98
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Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering	per project	NRC	75.43
Facility Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12

Fiber Cable Pull

Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61

Fiber Cable Splice

Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80

BITS Timing	per project	NRC	288.07
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Monthly Recurring Prices

Relay Rack Floor Space	per lin ft	MRC	9.83
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DC Power	per 40 amps	MRC	
	per amp	MRC	9.68

Building Modification	per request	MRC	119.66
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Environmental Conditioning	per amp	MRC	1.55
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Facility Termination

DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per coaxial cable	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88

Cable Rack Space - Metallic	per cable run	MRC	0.34
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Cable Rack Space - Fiber	per innerduct ft	MRC	0.01
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Fiber Optic Patchcord Duct Space	per cable run	MRC	0.50
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Manhole Space - Fiber	per project	MRC	2.92
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Subduct Space - Fiber	per lin ft	MRC	0.02
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Cable Vault Splice

Fiber Cable - 48 Fiber			
Material	per splice	MRC	5.58

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Space Utilization in Vault	per subduct	MRC	0.62
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
Space Utilization in Vault	per subduct	MRC	0.62
BITS Timing	per occurrence	MRC	6.15

ADJACENT COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Fee	per occurrence	NRC	\$958.00
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	1 lin ft	NRC	1.63
Pull Cable	1 lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
Metallic Cable Pull			
Engineering	per project	NRC	606.30
Pull Cable	1 lin ft	NRC	0.94
Cable Fire Retardant	per occurrence	NRC	41.61
Cable Splice			
Engineering	per project	NRC	30.32
Metallic Cable Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	0.63
Metallic Cable Splicing (200 pair or less)	per DSO/DS1 pair	NRC	2.14
Fiber Cable Splicing (48 fiber cable or less)	per fiber	NRC	56.80
Fiber Cable Splicing (greater than 48 fiber)	per fiber	NRC	50.46
Facility Pull			
Engineering	per project	NRC	75.43
Facility Pull	1 lin ft	NRC	1.04
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	4.16
Unconnectorized	per 100 pr	NRC	41.61
DS1 Cable			
Connectorized	per 28 pr	NRC	1.04
Unconnectorized	per 28 pr	NRC	31.21
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	1.04
Unconnectorized	per DS3	NRC	10.40
Fiber	per fiber term	NRC	56.80
BITS Timing	per project	NRC	288.07

Monthly Recurring Prices

Cable Space			
Subduct Space			
Manhole	per project	MRC	2.92
Subduct	1 lin ft	MRC	0.02
Conduit Space - 4" Duct - Metallic Cable			
Manhole	per conduit	MRC	5.35
Conduit	1 lin ft	MRC	0.03
Facility Termination			
DSO	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per coaxial cable	MRC	6.59

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Cable Vault Space			
Metallic DS0 Cable - 1200 Pair			
Material	per splice	MRC	217.54
Space Utilization	per cable	MRC	2.42
Metallic DS0 Cable - 900 Pair			
Material	per splice	MRC	158.43
Space Utilization	per cable	MRC	1.87
Metallic DS0 Cable - 600 Pair			
Material	per splice	MRC	104.90
Space Utilization	per cable	MRC	1.33
Metallic DS0 Cable - 100 Pair			
Material	per splice	MRC	40.00
Space Utilization	per cable	MRC	1.00
Fiber Cable - 48 fiber			
Material	per splice	MRC	5.58
Space Utilization	per subduct	MRC	0.62
Fiber Cable - 96 fiber			
Material	per splice	MRC	15.94
Space Utilization	per subduct	MRC	0.62
Cable Rack Space			
Metallic DSO	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.01
Coaxial	1 lin ft	MRC	0.01
BITS Timing	per occurrence	MRC	6.15

VIRTUAL COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee	per occurrence	NRC	557.81
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Equipment Installation

	per quarter rack	NRC	3,474.25
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Software Upgrades

	per base unit	NRC	96.08
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Card Installation

	per card	NRC	223.73
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DC Power

	per amp	NRC	68.15
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Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering	per project	NRC	75.43
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Facility Cable Pull	per cable run	NRC	210.08
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Fiber Optic Patchcord Pull	per cable run	NRC	207.20
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DS0 Cable Termination	per 100 pair	NRC	4.16
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DS1 Cable Termination	per 28 pair	NRC	1.04
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DS3 Coaxial Cable Termination	per termination	NRC	1.04
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(Preconnectorized)

DS3 Coaxial Cable Termination	per termination	NRC	10.40
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(Unconnectorized)

Fiber Optic Patchcord Termination	per termination	NRC	1.12
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Fiber Cable Pull

Engineering	per project	NRC	606.30
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Place Innerduct	per lin ft	NRC	1.63
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Pull Cable	per lin ft	NRC	0.72
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Cable Fire Retardant	per occurrence	NRC	41.61
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Fiber Cable Splice

Engineering	per project	NRC	30.32
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Splice Cable	per fiber	NRC	56.80
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BITS Timing

	per project	NRC	288.07
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Monthly Recurring Prices

Equipment Maintenance

	per quarter rack	MRC	71.53
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DC Power

	per amp	MRC	9.68
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Environmental Conditioning

	per amp	MRC	1.55
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Facility Termination

DS0	per 100 pr	MRC	2.27
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DS1	per 28 pr	MRC	9.55
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DS3	per coaxial cable	MRC	6.59
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Fiber Optic Patchcord	per connector	MRC	0.88
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Cable Rack Space - Metallic

	per cable run	MRC	0.34
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Cable Rack Space - Fiber

	per innerduct ft	MRC	0.01
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Fiber Optic Patchcord Duct Space

	per cable run	MRC	0.50
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Manhole Space - Fiber

	per project	MRC	2.92
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Subduct Space - Fiber

	per lin ft	MRC	0.02
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Cable Vault Splice

VIRTUAL COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Fiber Cable - 48 Fiber			
Material	per splice	MRC	5.58
Space Utilization in Vault	per subduct	MRC	0.62
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
Space Utilization in Vault	per subduct	MRC	0.62
BITS Timing	per occurrence	MRC	6.15

MICROWAVE COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Augment Fee	per occurrence	NRC	998.92
Facility Pull			
Engineering	per project	NRC	75.43
Labor	per linear ft	NRC	1.12
Building Penetration for Microwave Cable	per occurrence	NRC	ICB
Special Work for Microwave	per occurrence	NRC	ICB

Monthly Recurring Prices

Rooftop Space	per sq ft	MRC	3.33
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DEDICATED TRANSIT SERVICE COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
DS0			
Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	7.17
Service Connection - Provisioning	per order	NRC	64.95
DS1/DS3/Dark Fiber			
Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	17.57
Service Connection - Provisioning	per order	NRC	78.57
Lit Fiber			ICB

MISCELLANEOUS COLLOCATION SERVICES			
Elements	Increment	NRC / MRC	Rate

Elements	Increment	NRC / MRC	Rate
Labor:			
	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	\$42.83
Each Additional Half Hour or Fraction Thereof		NRC	21.41
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	100.00
Each Additional Half Hour or Fraction Thereof		NRC	75.00
Prem. Time, Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	150.00
Each Additional Half Hour or Fraction Thereof		NRC	125.00
Cable Material			
Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	308.70
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	286.62
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	77.75
Facility Cable-Shielded Cable (Orange Jacket)	per cable run	NRC	31.12
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	775.15
Power Cable-Wire Power 1/0	per cable run	NRC	86.65
Power Cable-Wire Power 2/0	per cable run	NRC	125.63
Power Cable-Wire Power 3/0	per cable run	NRC	138.57
Power Cable-Wire Power 4/0	per cable run	NRC	171.34
Power Cable-Wire Power 350 MCM	per cable run	NRC	292.92
Power Cable-Wire Power 500 MCM	per cable run	NRC	408.24
Power Cable-Wire Power 750 MCM	per cable run	NRC	628.09
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.02
Collocation Space Report	per premise	NRC	974.02

DESCRIPTION AND APPLICATION OF RATE ELEMENTS

Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or 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.

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.

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 DS0, DS1 and DS3 cables.

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.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

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.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber 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.

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.

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 transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

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 Verizon's central office.

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.

Fiber Cable Pull-Labor. This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

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.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

Fiber Splice-Engineering. The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

Fiber Splice. The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

DC Power. The DC Power Charge is applied per 40 load amps requested for each caged, cageless, and virtual collocation application. This NRC recovers Verizon's engineering, material and installation costs for providing and terminating DC power runs to the collocation area.

Cable Material Charges. The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

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.

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.

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.

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.

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.

Adjacent Metallic Cable Pull-Engineering. This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into Verizon's 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.

Adjacent Metallic Cable Pull Labor. This charge covers the labor costs of pulling metallic cable for Adjacent collocation into Verizon's wire center.

Adjacent Cable Splice-Engineering. This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

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.

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.

Adjacent Fiber Cable Splice. This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

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.

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.

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.

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.

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.

Adjacent Fiber Cable Termination. This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

Collocation Space Report. When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. 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 premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

Miscellaneous Services Labor. Additional labor, if required, to complete a collocation request or perform inventory services for the CLEC.

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.

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 Engineering surveys.

Special Work for Microwave. The costs incurred by Verizon 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 on an individual case basis.

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 Verizon 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.

Virtual Software Upgrade. The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

Virtual Card Installation. The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

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.

Dedicated Transit Service (DTS) – Service Connection CO Wiring. Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning. Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

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.

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.

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.

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.

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 Verizon's cable vault.

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 Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per 40 load amp basis. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

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.

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.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per 40 amp increment based on the CLEC's DC Power

requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Subduct Space-Manhole. This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

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.

Adjacent Conduit Space (Metallic)-Manhole. This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

Adjacent Conduit Space (Metallic). This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

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.

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.

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.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

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.

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.

Virtual Equipment Maintenance. The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs 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.