

**AGREEMENT**

**by and between**

**EARTHGRID PBC**

**and**

**VERIZON NEW YORK INC.**

**FOR THE STATE OF**

**NEW YORK**

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# AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed effective as of September 12, 2023 (the "Effective Date"), between Earthgrid PBC ("CLEC Party" or "CLECP"), a corporation organized under the laws of the State of Delaware, with offices at 1 West Barrett Avenue, Richmond, CA 94801, and Verizon New York Inc. ("Verizon"), a corporation organized under the laws of the State of New York with offices at 140 West Street, New York, NY 10007, (Verizon and CLEC Party or CLECP may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and CLEC Party hereby agree as follows:

### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and CLEC Party.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have

the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until September 11, 2025 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either CLEC Party or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If CLEC Party or Verizon provides notice of termination pursuant to Section 0 and on or before the proposed date of termination either CLEC Party or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 0), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CLEC Party and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If CLEC Party or Verizon provides notice of termination pursuant to Section 0, and by 11:59 PM Eastern Time on the proposed date of termination neither CLEC Party nor Verizon has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after the proposed date of termination), and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## **3. Glossary and Attachments**

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

Additional Services Attachment  
Interconnection Attachment  
Resale Attachment  
Network Elements Attachment  
Collocation Attachment  
911 Attachment  
Pricing Attachment

## **4. Applicable Law**

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the



State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties, upon the written request of either Party, shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 0 of this Agreement.
  - 4.6.1 Notwithstanding Section 0 above, to the extent Verizon is required by a change in Applicable Law to provide to CLEC Party a Service that is not offered under this Agreement to CLEC Party, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service 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 by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to CLEC Party hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and CLEC Party shall reimburse Verizon for any payment previously made by Verizon to CLEC Party that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to CLEC Party of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 0 is self-effectuating and no amendment to this Agreement shall be required to implement it.

## **5. Assignment**

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 0 shall be void and ineffective and constitute default of this Agreement.

## **6. Assurance of Payment**

6.1 Upon request by Verizon, CLEC Party shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if CLEC Party or its Affiliates (a) prior to the Effective Date, has failed to timely pay a bill rendered to CLEC Party by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to CLEC Party by Verizon or its Affiliates, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to CLEC Party in connection with this Agreement. If CLEC Party or its Affiliates meets the condition in subsection 0(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and CLEC Party shall provide) additional assurance of payment, including monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

- 6.4 Verizon may (but is not obligated to) draw on the letter of credit upon notice to CLEC Party in respect of any amounts to be paid by CLEC Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.5 If Verizon draws on the letter of credit, upon request by Verizon, CLEC Party shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 0.
- 6.6 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as CLEC Party has provided Verizon with such assurance of payment.
- 6.7 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve CLEC Party from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

## **7. Audits**

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

## **8. Authorization**

- 8.1 Verizon represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the State of New York and has

full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

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

8.3 CLEC Party Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as CLEC Party has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting its business in the State of New York, and then only for so long as such authorization remains effective. CLEC Party shall not place any Orders under this Agreement until it has obtained such authorization or at any time when such authorization has expired or is otherwise ineffective. CLEC Party shall provide proof of such authorization to Verizon upon request from time to time.

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

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 0, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or

other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

## **10. Confidentiality**

- 10.1 As used in this Section 0, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 0;
  - 10.1.2 Any forecasting information provided pursuant to this Agreement;
  - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
  - 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
  - 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and
  - 10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 0 or 0.

- 10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
- 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
  - 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 0 in the same manner as the

Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 0.

- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 0 and 0 do not apply to information that:
- 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
  - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
  - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
  - 10.4.4 is independently developed by the Receiving Party;
  - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
  - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 0 through 0, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

- 10.7 The provisions of this Section 0 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 0 shall survive expiration, cancellation or termination of this Agreement.

## **11. Counterparts and Electronic Signatures**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed electronically and this Agreement and the signatures may be recorded and stored in an electronic form.

## **12. Default**

- 12.1 If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 0 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.
- 12.2 In the event Verizon suspends or terminates Service pursuant to Section 12.1 above, CLEC Party authorizes Verizon to engage in good faith efforts (but Verizon shall not be obligated to do so) to communicate with any and all of CLEC Party's end-user Customers that may be affected by such action. Such communications may include any direct written and oral communication with such end-user Customers that may be reasonably expedient to effectuate Verizon's suspension or termination of Service.

## **13. Discontinuance of Service by CLEC Party**

- 13.1 If CLEC Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, CLEC Party shall send written notice of such discontinuance to Verizon, the Commission, and each of CLEC Party's Customers. CLEC Party shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, CLEC Party shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each CLEC Party Customer that unless action is taken by the CLEC Party Customer to switch to a different carrier prior to CLEC Party's proposed discontinuance of service, the CLEC Party Customer will be without the service provided by CLEC Party to the CLEC Party Customer.
- 13.3 Should a CLEC Party Customer subsequently become a Verizon Customer, CLEC Party shall provide Verizon with all information necessary for Verizon to establish service for the CLEC Party Customer, including, but not limited to, the CLEC Party Customer's billed name, listed name, service address, and billing address, and the services being provided to the CLEC Party Customer.

- 13.4 Nothing in this Section 0 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

#### **14. Dispute Resolution**

- 14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

#### **15. Force Majeure**

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 0 and 0, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

#### **16. Forecasts**



In addition to any other forecasts required by this Agreement, upon request by Verizon, CLEC Party shall provide to Verizon forecasts regarding the Services that CLEC Party expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that CLEC Party expects to purchase and the locations where such Services will be purchased.

**17. Fraud**

CLEC Party assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to CLEC Party's account in cases of, fraud by CLEC Party's Customers or other third parties.

**18. Good Faith Performance**

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of New York a Service offered under this Agreement, Verizon reserves the right to negotiate in good faith with CLEC Party reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

**19. Headings**

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

**20. Indemnification**

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

20.2 Indemnification Process.

20.2.1 As used in this Section 0, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 0.

20.2.2 An Indemnifying Party's obligations under Section 0 shall be conditioned upon the following:

- 20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 20.2.4 If the Indemnified Person fails to comply with Section 0 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 20.2.5 Subject to 0 and 0, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 0 shall survive expiration, cancellation or termination of this Agreement.

## **21. Insurance**

- 21.1 CLEC Party shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 0 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, CLEC Party shall maintain the following insurance:
- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of CLEC Party's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 0 and 0, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of CLEC Party.
- 21.3 CLEC Party shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 CLEC Party shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, CLEC Party's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Verizon

Partner Solutions, Wholesale Contract Management, 6929 North Lakewood Avenue, Tulsa, OK 74117, as well as to [ypscontracts@verizon.com](mailto:ypscontracts@verizon.com).

- 21.5 CLEC Party shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 0 through 0 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 0.
- 21.6 Failure of CLEC Party or CLEC Party's contractors to maintain insurance and provide certificates of insurance as required in Sections 0 through 0, above, shall be deemed a material breach of this Agreement.
- 21.7 Certificates furnished by CLEC Party or CLEC Party's contractors shall contain a clause stating: "Verizon New York Inc." shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

## **22. Intellectual Property**

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 0, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 CLEC Party agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise CLEC Party, directly or through a third party, of any such terms, conditions or restrictions that may limit any CLEC Party use of a Service provided by Verizon that is otherwise permitted by this Agreement. At CLEC Party's written request, to the extent required by Applicable Law, Verizon will use

Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow CLEC Party to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. CLEC Party shall reimburse Verizon for the cost of obtaining such rights.

**23. Joint Work Product**

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

**24. Law Enforcement**

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

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

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

**25. Liability**

25.1 As used in this Section 0, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 0, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 0, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or

savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

- 25.4 The limitations and exclusions of liability stated in Sections 0 through 0 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 0 through 0 shall exclude or limit liability:
- 25.5.1 under Sections 0, Indemnification, or 0, Taxes.
  - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
  - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
  - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
  - 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
  - 25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 0 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

## 26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. CLEC Party and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 0, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ

characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

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

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

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

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

## 27. **Non-Exclusive Remedies**

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

## 28. **Notice of Network Changes**

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

## 29. **Notices**

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

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) by email; or (b) by express delivery service (by a nationally recognized firm in this business) with next Business Day delivery; and

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

To CLEC Party:

Troy Helming, Founder & CEO  
2625 Alcatraz Ave, #111  
Berkeley, CA 94705  
Telephone: 419-940-5768  
Email: [troy@earthgrid.io](mailto:troy@earthgrid.io)

To Verizon:

VPS Contract Management  
6929 North Lakewood Avenue  
Tulsa, OK 74117  
[vpscontracts@verizon.com](mailto:vpscontracts@verizon.com)

with a copy to:

ATTN: Verizon Legal Wholesale  
1300 I Street, NW  
5<sup>th</sup> Floor  
Washington, DC 20005  
Email: [VZLegalWholesale@verizon.com](mailto:VZLegalWholesale@verizon.com)

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

Notices will be deemed given as of the earlier of (a) where the notice is sent via email, if the notice is sent on a Business Day and before 5 P.M. in the time zone where it is received, on the date set forth on the email delivery confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 P.M. in the time zone where it is received, the next Business Day after the date set forth on the email delivery confirmation; and (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent.

CLEC Party shall notify Verizon, by written notice pursuant to this Section 0, of any changes in the addresses or other CLEC Party contact information identified under Section 0 above.

### **30. Ordering and Maintenance**

CLEC Party shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for CLEC Party to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, CLEC Party shall use such other processes as Verizon has made available for performing such transaction.

### **31. Performance Standards**

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



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

**32. Point of Contact for CLEC Party Customers**

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

32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a CLEC Party Customer, including, but not limited to, a CLEC Party Customer request for repair or maintenance of a Verizon Service provided to CLEC Party.

**33. Predecessor Agreements**

33.1 Except as stated in Section 0 or as otherwise agreed in writing by the Parties:

33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of New York pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and

33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of New York pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 0, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

**34. Publicity and Use of Trademarks or Service Marks**

34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other

Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 34.3 Any violation of this Section 0 shall be considered a material breach of this Agreement.

### **35. References**

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

### **36. Relationship of the Parties**

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

### **37. Reservation of Rights**

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.
- 37.2 CLEC Party acknowledges CLEC Party has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

#### **38. Subcontractors**

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

#### **39. Successors and Assigns**

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

#### **40. Survival**

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 0), indemnification or defense (including, but not limited to, Section 0), or limitation or exclusion of liability (including, but not limited to, Section 0), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

#### **41. Taxes**

- 41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

- 41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (“Telecommunications Company”), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts (“Receipts Tax”), then the Purchasing Party shall provide appropriate exemption documentation to Providing Party and pay and remit the Receipts Tax as required by Applicable Law.
- 41.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer (“Subscriber”) in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 41.5 Liability for Uncollected Tax, Interest and Penalty.
- 41.5.1 If the Providing Party has not received an exemption certificate or other appropriate exemption documentation from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.
- 41.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

- 41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 41.5.4 Intentionally Left Blank.
- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 0, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 0 as well as to the following:

To Verizon:

Verizon Communications  
Tax Department  
One Verizon Way, VC53S-221  
Basking Ridge, NJ 07920

To CLEC Party:

Troy Helming & Amanda Esquivel  
1 West Barrett Avenue  
Richmond, CA 94801

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

## **42. Technology Upgrades**

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may render a Service unavailable to CLEC Party and may inhibit, preclude or facilitate CLEC Party's ability to provide its own services. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. CLEC Party shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

**43. Territory**

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

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide CLEC Party with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

**44. Third Party Beneficiaries**

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

**45. [This Section Intentionally Left Blank]**

**46. 252(i) Obligations**

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

**47. Use of Service**

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

**48. Waiver**

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

**49. Warranties**

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

**50. Withdrawal of Services**

- 50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to CLEC Party.
- 50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to CLEC Party terminate any provision of this Agreement that provides for the payment by Verizon to CLEC Party of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to CLEC Party. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to CLEC Party related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to CLEC Party related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 0 of this Agreement.
- 50.3 For the avoidance of any doubt, this Section 50 is self-effectuating and no amendment to this Agreement shall be required to implement it.

**SIGNATURE PAGE**

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

**Earthgrid PBC**

**Verizon New York Inc.**

By: 

By:   
Claudine Celestino (Sep 12, 2023 16:28 EDT)

Name: Shawn McLaughlin

Name: Claudine Celestino

Title: Sr. VP Telecom and Engineering

Title: Manager, Contract Management

Date: Sep 12, 2023

Date: Sep 12, 2023



## GLOSSARY

### 1. General Rule

- 1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### 2. Definitions

- 2.1 2020 UNE Order.  
Report and Order in WC Docket No. 19-308, Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services, related to unbundled access to network elements, which the FCC released on October 28, 2020 and which became effective on February 8, 2021.
- 2.2 Act.  
The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.3 Advanced Services.  
As a general matter, shall have the meaning set forth by the FCC.
- 2.4 Affiliate.  
Shall have the meaning set forth in the Act.
- 2.5 Agent.  
An agent or servant.
- 2.6 Agreement.

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

2.7 ALI (Automatic Location Identification) Database.

The emergency services (E-911) database controlled by Verizon containing caller address/location information including the carrier name, National Emergency Numbering Administration (“NENA”) ID, Call Back Number, and other carrier information used to process caller location records.

2.8 Alternative Fiber Wire Center.

A UNE Wire Center that is within a half mile of an alternative source of fiber, as listed in the August 1, 2019 Public Release of the FCC’s Wireline Competition Bureau in WC Docket 18-141 (including any subsequent additions or modifications made to such list from time to time). Once a UNE Wire Center has been listed in the FCC’s list of Competitive Fiber Wire Centers, any future change in the availability of competitive fiber within one-half mile of that UNE Wire Center shall not affect the UNE Wire Center’s status as a Competitive Fiber Wire Center and shall not result in the resumption of any unbundling obligation that previously ceased or any new unbundling obligation where none previously existed.

2.9 Analog Loop.

A two-wire or four-wire analog voice-grade copper Loop as defined in the FCC’s UNE Loop/Resale Forbearance Order (by whatever name the Agreement or Verizon Tariff or SGAT may use to refer to such loops), which, pursuant to such FCC order, were discontinued as UNEs subject to a limited transition period that expired on August 2, 2022.

2.10 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: directory assistance, 911/E-911, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.

2.11 ANI (Automatic Number Identification).

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

2.12 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party’s performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules.

2.13 ASR (Access Service Request).

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

2.14 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.15 BFR (Bona Fide Request).

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

2.16 Business Day.

Monday through Friday, except for holidays observed by Verizon.

2.17 Calendar Quarter.

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

2.18 Calendar Year.

January through December.

2.19 Call Back Number.

A telephone number that can be used by the PSAP to re-contact the location from which a 911/E-911 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 911/E-911 Call.

2.20 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.21 Central Office.

An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.22 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.23 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of New York. CLEC Party is or shortly will become a CLEC.

2.24 CLLI Codes.

Common Language Location Identifier Codes.

2.25 Commission.

New York State Public Service Commission.

2.26 Competitive County.

A county included in the FCC's list of "Counties Deemed Competitive" pursuant to the 2020 UNE Order and any subsequent applicable FCC orders. The list of Counties Deemed Competitive as of the effective date of the 2020 UNE Order was made available at <https://docs.fcc.gov/public/attachments/DOC-344863A1.pdf>, and shall be deemed to include any updated version of such list issued by the FCC from time to time. Once a county meets (or has met) the definition of a "Competitive County," any future change in that status shall not result in the resumption of any unbundling obligation that previously ceased or any new unbundling obligation where none previously existed.

2.27 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.

2.28 CPN (Calling Party Number).

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

2.29 CPNI (Customer Proprietary Network Information).

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

2.30 Cross Connection.

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

2.31 Customer.

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

2.32 Dark Fiber Transport.

An optical transmission facility, within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or UNE Wire Centers.

2.33 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Verizon switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Verizon UNE Wire Centers.

2.34 Default PSAP.

The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it is not feasible to route that 911/E-911 Call to the Designated PSAP.

2.35 Designated PSAP.

The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the geographic location of the end user.

2.36 Digital Signal Level.

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

2.37 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Verizon to provide on an unbundled basis to CLEC Party, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise. The references to various Discontinued Facilities in this Agreement are intended to capture all elements, facilities or the like described by those definitions, regardless of the names used to refer to them in other provisions of the Agreement or a Verizon Tariff. By way of example and not limitation, "loop" and "link" are sometimes used interchangeably to refer to the same network element.

2.38 DS0 (Digital Signal Level 0).

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

2.39 DS1 (Digital Signal Level 1).

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

2.40 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.41 DS3 (Digital Signal Level 3).

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

2.42 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.43 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.44 EMI (Exchange Message Interface).

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

2.45 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.46 Exchange Access.

Shall have the meaning set forth in the Act.

2.47 Extended Local Calling Scope Arrangement.

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

2.48 FCC.

The Federal Communications Commission.

2.49 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and, (b) Order on Remand and Report and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order").

2.50 FCC Regulations.

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

2.51 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or

Combinations of unbundled Network Elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Agreement to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.52 FNID (Fiber Network Interface Device).

A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.

2.53 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.54 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.55 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

2.56 Internet Traffic.

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

2.57 InterLATA Service.

Shall have the meaning set forth in the Act.

2.58 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.59 ISDN (Integrated Services Digital Network).

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

2.60 IXC (Interexchange Carrier).

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

2.61 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.62 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.63 LERG (Local Exchange Routing Guide).

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

2.64 LIDB (Line Information Data Base).

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

2.65 Line Side.

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

2.66 Loop.

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

2.67 LSR (Local Service Request).

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

2.68 Maintenance Control Office.

Either Party's center responsible for control of the maintenance and repair of a circuit.

2.69 MDF (Main Distribution Frame).

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

2.70 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party ("Originating Party") on that Party's network at a point in a LATA, and delivered to a Customer or an Internet Service Provider served by the other Party ("Receiving



Party”), on that other Party’s network at a point in the same LATA. Measured Internet Traffic does not include: (1) any traffic that is carried by a third party carrier at any point between the Customer of the Originating Party and the Customer or Internet Service Provider served by the Receiving Party; or, (2) traffic that is carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.

2.71 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as “ATIS/OBF-MECAB”, as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as “ATIS/OBF-MECOD”, as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.73 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.74 NANP (North American Numbering Plan).

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

2.75 Network Element.

Shall have the meaning stated in the Act.

2.76 NID (Network Interface Device).

The Verizon provided interface terminating Verizon’s Telecommunications network on the property where the Customer’s service is located at a point determined by Verizon.

2.77 911/E-911 Call(s).

Call(s) made by the CLEC Party end user by dialing the three digit telephone number “911” to facilitate the reporting of an emergency requiring response by a public safety agency.

2.78 911/E-911 Service Provider.

An entity authorized to provide 911/E-911 network and database services within a particular jurisdiction.

2.79 Non-Impaired Wire Center List.

A list designating the non-impairment status of certain UNE Wire Centers, based on the non-impairment criteria established by the Triennial Review Remand Order and/or criteria established under other FCC orders (including without limitation the 2020 UNE Order), that Verizon makes available (or has made available) from time to time by notice, in a Verizon Tariff, or by publication on Verizon's wholesale website. As of July 1, 2022, the list is available at [https://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt\\_1.12.2020.xlsx](https://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt_1.12.2020.xlsx).

2.80 Non-Revertive.

Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.

2.81 NPA (Numbering Plan Area).

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

2.82 NPA/NXX.

The NPA followed by the NXX (i.e.the first six digits of a ten-digit telephone number).

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

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

2.84 Order.

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

2.85 Originating Switched Access Detail Usage Data.

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

2.86 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a CLEC Party Interconnection Wire Center, CLEC Party switch or any portion of a transport facility provided by Verizon to CLEC Party or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of CLEC Party or another party.

2.87 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

2.88 Principal Document.

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

2.89 Providing Party.

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

2.90 PSAP.

Public Safety Answering Point.

2.91 Purchasing Party.

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

2.92 Qualifying UNE.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Verizon UNE Tariff.

2.93 Qualifying Wholesale Services.

Wholesale services obtained from Verizon under a Verizon access Tariff or a separate wholesale agreement.

2.94 Rate Center Area.

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

2.95 Rate Center Point.

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

2.96 Rate Demarcation Point.

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

2.97 Reciprocal Compensation.

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

2.98 Reciprocal Compensation Traffic.

A call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) Toll Traffic; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) Tandem Transit Traffic; or, (5) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment).

2.99 Retail Prices.

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

2.100 Routing Point.

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

2.101 Service.

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

2.102 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and CLEC Party utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.103 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.104 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.105 Tariff.

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

2.105.2 Any product guide, standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.106 Telcordia Technologies.

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

2.107 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.108 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.109 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

- 2.110 Terminating Switched Access Detail Usage Data.  
A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.
- 2.111 Third Party Claim.  
A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.
- 2.112 Tier 1 Wire Center.  
A UNE Wire Center that Verizon has designated as Tier 1 (as defined in 47 C.F.R. 51.319(d)(i) in a Non-Impaired Wire Center List.
- 2.113 Tier 2 Wire Center  
A UNE Wire Center that Verizon has designated as Tier 2 (as defined in 47 C.F.R. 51.319(d)(i) in a Non-Impaired Wire Center List.
- 2.114 Tier 3 Wire Center.  
A UNE Wire Center that Verizon has not designated as a Tier 1 Wire Center or a Tier 2 Wire Center in a Non-Impaired Wire Center List.
- 2.115 Toll Traffic.  
Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.
- 2.116 Toxic or Hazardous Substance.  
Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.
- 2.117 Traffic Factor 1.  
For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet Traffic

Total Minutes of Use} ÷ {Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use} x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 1", the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU".

2.118 Traffic Factor 2.

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

2.119 Triennial Review Remand Order (TRRO).

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.120 Trunk Side.

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

2.121 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

2.122 UNE

Unbundled network element, which refers to Network Elements that Verizon is required to provide on an unbundled basis under the Federal Unbundling Rules.

2.123 UNE Loop/Resale Forbearance Order

The FCC's Memorandum Opinion and Order in WC Docket Nos. 18-141 et al., Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services (rel. Aug. 2, 2019).

2.124 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5. "UNE Wire Center" refers only to Verizon Wire Centers, excluding Wire Centers of any other Person.

2.125 Urbanized Census Block

As set forth in the 2020 UNE Order, any census block that is determined (or has been determined) by the United States Census Bureau to be located in an urbanized area. Once Verizon's unbundling obligation ceases (or has ceased) as a result of a census block becoming (or having become) an "Urbanized Census Block," such cessation shall continue to apply regardless of whether the subject census block's status as "urbanized" subsequently changes. Once a census block meets (or has met) the definition of an "Urbanized Census Block," any future change in that status shall not result in the resumption of any unbundling obligation that previously ceased or any new unbundling obligation where none previously existed.

2.126 V and H Coordinates Method.

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

2.127 xDSL.

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



## ADDITIONAL SERVICES ATTACHMENT

### 1. Alternate Billed Calls

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

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

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

### 3. [This Section Intentionally Left Blank]

### 4. Directory Listing and Directory Distribution

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

#### 4.1 Listing Information.

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

#### 4.2 Listing Information Supply.

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

#### 4.3 Listing Inclusion and Distribution.

Verizon shall include each CLEC Party Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such CLEC Party Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of CLEC Party's Customers shall be

interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. CLEC Party shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for CLEC Party's Customers.

#### 4.4 Verizon Information.

Upon request by CLEC Party, Verizon shall make available to CLEC Party the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to CLEC Party, on Verizon's Wholesale website (or, at Verizon's option, in writing) Verizon's directory listings standards and specifications.

#### 4.5 Confidentiality of Listing Information.

Verizon shall accord CLEC Party Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license CLEC Party Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as CLEC Party Customers are not separately identified as such; and provided further that CLEC Party may identify those of its Customers who request that their names not be sold for direct marketing purposes and Verizon shall honor such requests to the same extent that it does for its own Customers. Verizon shall not be obligated to compensate CLEC Party for Verizon's use or licensing of CLEC Party Listing Information.

#### 4.6 Accuracy.

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

#### 4.7 Indemnification.

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

#### 4.8 Liability.

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

4.9 Service Information Pages.

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

4.10 Directory Publication.

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

4.11 Other Directory Services.

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

**5. [This Section Intentionally Left Blank]**

**6. Intercept and Referral Announcements**

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

6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable

Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

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

## 7. Originating Line Number Screening (OLNS)

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

## 8. Operations Support Systems (OSS) Services

### 8.1 Definitions.

The terms listed below shall have the meanings stated below:

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of CLEC Party Usage Information to CLEC Party pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to CLEC Party.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, CLEC Party through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a CLEC Party Customer accessed by, or disclosed or provided to, CLEC Party through or as a part of Verizon OSS Services; and, (b) any CLEC Party Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, CLEC Party.
- 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 8.1.6 CLEC Party Usage Information: For a Verizon Retail Telecommunications Service purchased by CLEC Party pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

- 8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.
- 8.2 Verizon OSS Services.
- 8.2.1 Upon request by CLEC Party, Verizon shall provide to CLEC Party Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of CLEC Party.
- 8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to CLEC Party, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.
- 8.3 CLEC Party Usage Information.
- 8.3.1 Upon request by CLEC Party, Verizon shall provide to CLEC Party CLEC Party Usage Information. Such CLEC Party Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.3.2 CLEC Party Usage Information will be available to CLEC Party through Network Data Mover (NDM) or other such media as mutually agreed by both Parties.
- 8.3.3 CLEC Party Usage Information will be provided in an ATIS EMI format.
- 8.3.4 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, CLEC Party Usage Information will be provided to CLEC Party shall be determined by Verizon.
- 8.4 Access to and Use of Verizon OSS Facilities.
- 8.4.1 Verizon OSS Facilities may be accessed and used by CLEC Party only to the extent necessary for CLEC Party's access to and use of Verizon OSS Services pursuant to this Agreement.
- 8.4.2 Verizon OSS Facilities may be accessed and used by CLEC Party only to provide Telecommunications Services to CLEC Party Customers.
- 8.4.3 CLEC Party shall restrict access to and use of Verizon OSS Facilities to CLEC Party. This Section 8 does not grant to CLEC Party any right

or license to grant sublicenses to other persons, or permission to other persons (except CLEC Party's employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.

- 8.4.4 CLEC Party shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for CLEC Party's use under this Section 8.
  - 8.4.5 CLEC Party shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).
  - 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by CLEC Party only in connection with CLEC Party's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by CLEC Party as Confidential Information of Verizon pursuant to Section 0 of the General Terms and Conditions; and, (d) shall be destroyed or returned by CLEC Party to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.
  - 8.4.7 CLEC Party's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for CLEC Party's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by CLEC Party's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 0 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5 Verizon OSS Information.
- 8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to CLEC Party a non-exclusive license to use Verizon OSS Information.
  - 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, CLEC Party shall acquire no rights in or to any Verizon OSS Information.
  - 8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) CLEC Party Usage Information, (b) CPNI of CLEC Party, and (c) CPNI of a Verizon Customer or a CLEC Party Customer, to the extent the Customer has authorized CLEC Party to use the CPNI.
    - 8.5.3.1 Verizon OSS Information may be accessed and used by CLEC Party only to provide Telecommunications Services to CLEC Party Customers.

- 8.5.3.2 CLEC Party shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as “Confidential” or “Proprietary” as Confidential Information of Verizon pursuant to Section 0 of the General Terms and Conditions.
- 8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to CLEC Party any right or license to grant sublicenses to other persons, or permission to other persons (except CLEC Party’s employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.
- 8.5.3.4 CLEC Party’s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for CLEC Party’s access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by CLEC Party’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 0 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5.3.5 CLEC Party’s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by CLEC Party to provide Telecommunications Services to CLEC Party Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.
- 8.5.3.6 All Verizon OSS Information received by CLEC Party shall be destroyed or returned by CLEC Party to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.
- 8.5.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 0 of the General Terms and Conditions and Section 8.6.1 of this Attachment), CLEC Party’s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.
- 8.5.5 Audits.
  - 8.5.5.1 Verizon shall have the right (but not the obligation) to audit CLEC Party to ascertain whether CLEC Party is complying with the requirements of Applicable Law and this Agreement with regard to CLEC Party’s access to, and use and disclosure of, Verizon OSS Information.
  - 8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor CLEC

Party's access to and use of Verizon OSS Information which is made available by Verizon to CLEC Party pursuant to this Agreement, to ascertain whether CLEC Party is complying with the requirements of Applicable Law and this Agreement, with regard to CLEC Party's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor CLEC Party's access to and use of Verizon OSS Information which is made available by Verizon to CLEC Party through Verizon OSS Facilities.

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

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

## 8.6 Liabilities and Remedies.

8.6.1 Any breach by CLEC Party, or CLEC Party's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if CLEC Party or an employee, agent or contractor of CLEC Party at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to CLEC Party, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

8.6.2 CLEC Party agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 of this Attachment by CLEC Party or the employees, agents or contractors of CLEC Party, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

## 8.7 Relation to Applicable Law.

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



8.8 Cooperation.

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

- 8.8.1 Upon request by Verizon, CLEC Party shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that CLEC Party anticipates submitting in each week of the next Calendar Quarter.
- 8.8.2 CLEC Party shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.
- 8.8.3 CLEC Party shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to CLEC Party Customers.

- 8.9.1 Verizon shall have the right to access, use and disclose information related to CLEC Party Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the CLEC Party Customer in the manner required by Applicable Law.
- 8.9.2 Upon request by Verizon, CLEC Party shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to CLEC Party's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to CLEC Party Customers (as authorized by the applicable CLEC Party Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 Cancellations.

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

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

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

- 9.2 CLEC Party shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by CLEC Party. Such access shall be provided pursuant to CLEC Party's applicable Tariffs, or, in the absence of an applicable CLEC Party Tariff, CLEC Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by CLEC Party for such access shall be no less favorable than the terms, conditions and prices offered to CLEC Party by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

## **10. Telephone Numbers**

- 10.1 This Section applies in connection with CLEC Party Customers served by Telecommunications Services provided by Verizon to CLEC Party for resale.
- 10.2 CLEC Party's use of telephone numbers shall be subject to Applicable Law and the rules of the North American Numbering Council, the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or CLEC Party who is served by a Verizon Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from Verizon to CLEC Party, from CLEC Party to Verizon, or from CLEC Party to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by Verizon immediately prior to the change.
- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to CLEC Party for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS provided by Verizon to CLEC Party under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to a CLEC Party switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, CLEC Party, or Telecommunications Carriers other than Verizon and CLEC Party.
- 10.6 CLEC Party may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

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

For a Verizon Telecommunications Service dial tone line purchased by CLEC Party for resale pursuant to the Resale Attachment, upon request by CLEC Party, Verizon will establish an arrangement that will permit CLEC Party to route the CLEC Party Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by CLEC Party. Verizon will provide this

routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will provide this routing arrangement pursuant to an appropriate written request submitted by CLEC Party and a mutually agreed-upon schedule. This routing arrangement will be implemented at CLEC Party's expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, CLEC Party will be responsible for ongoing monthly and/or usage charges for the routing arrangement. CLEC Party shall arrange, at its own expense, the trunking and other facilities required to transport traffic to CLEC Party's selected provider of operator and directory assistance services.

**12. Unauthorized Carrier Change Charges**

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

**13. 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 New York a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with CLEC Party reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## INTERCONNECTION ATTACHMENT

### 1. General

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a CLEC Party Interconnection Wire Center, CLEC Party switch or any portion of a transport facility provided by Verizon to CLEC Party or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of CLEC Party or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

### 2. Points of Interconnection and Trunk Types

#### 2.1 Point(s) of Interconnection.

2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by CLEC Party.

#### 2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between CLEC Party Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and

2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g., 800/888/877) traffic.

- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).
  - 2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).
  - 2.2.4 CLEC Party shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which CLEC Party originates calls for Verizon to terminate.
  - 2.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Meet Point B Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing Meet Point A One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, CLEC Party shall promptly submit an ASR to Verizon to establish new or augment existing Meet Point A Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.
  - 2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Meet Point B Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, CLEC Party shall promptly submit an ASR to Verizon to establish new or additional Meet Point A Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks
- 2.3 One-Way Interconnection Trunks.
- 2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from CLEC Party to Verizon, CLEC Party, at CLEC Party's own expense, shall:
    - 2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

- 2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.
  - 2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from CLEC Party to Verizon with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, CLEC Party will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event CLEC Party fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and CLEC Party shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.
  - 2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to CLEC Party, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.
- 2.4 Two-Way Interconnection Trunks.
  - 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and CLEC Party, CLEC Party, at its own expense, shall:
    - 2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
    - 2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.
  - 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and CLEC Party, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.
  - 2.4.3 Prior to establishing any Two-Way Interconnection Trunks, CLEC Party shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project

intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

- 2.4.4 On a semi-annual basis, CLEC Party shall submit a good faith forecast to Verizon of the number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks that CLEC Party anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between CLEC Party and Verizon. CLEC Party's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to Meet Point A (high usage) Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and CLEC Party shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for Meet Point B Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.10 CLEC Party shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. CLEC Party shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. CLEC Party shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable

design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Meet Point B (final) Two-Way Interconnection Trunk group and CLEC Party has not notified Verizon that it has corrected such blocking, Verizon may submit to CLEC Party a Trunk Group Service Request directing CLEC Party to remedy the blocking. Upon receipt of a Trunk Group Service Request, CLEC Party will complete an ASR to establish or augment the Meet Point A Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Meet Point B Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.

- 2.4.12 The Parties will review all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. CLEC Party will promptly augment all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Meet Point B Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, CLEC Party will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event CLEC Party fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and CLEC Party shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.
- 2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and CLEC Party's network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.4.14 CLEC Party will route its traffic to Verizon over the Meet Point A and/or Meet Point B Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from CLEC Party to a Verizon End Office will first be routed to the Meet Point A Interconnection Trunk group between CLEC Party and the Verizon End Office.

### **3. Alternative Interconnection Arrangements**

#### **3.1 Fiber Meet Arrangement Provisions.**

- 3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3



and (b) neither CLEC Party nor any of CLEC Party's affiliates has an overdue balance on any bill rendered to CLEC Party or CLEC Party's affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.

3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.

3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks):

3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.3 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.4 Tandem Transit Traffic; and

3.1.3.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for

the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon shall charge (and CLEC Party shall pay) Verizon's applicable rates and charges as set forth in the Agreement and Verizon's applicable Tariffs, including transport charges to the terminating Verizon Tandem.

3.1.4 At CLEC Party's written request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:

- 3.1.4.1 Operator services traffic from CLEC Party's Telephone Exchange Service Customers to an operator services provider over operator services trunks;
- 3.1.4.2 Directory assistance traffic from CLEC Party's Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;
- 3.1.4.3 911 traffic from CLEC Party's Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and
- 3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between CLEC Party's Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Verizon may bill (and CLEC Party shall pay) Verizon's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

3.1.5 CLEC Party will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Agreement.

#### **4. Initiating Interconnection**

- 4.1 If CLEC Party determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, CLEC Party shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement; (c) CLEC Party's intended Interconnection activation date; (d) a forecast of CLEC Party's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of CLEC Party's notice provided for in Section 4.1 of this Attachment, Verizon and CLEC Party shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

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

### **5.1 Scope of Traffic.**

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

### **5.2 Trunk Group Connections and Ordering.**

5.2.1 For both One-Way and Two-Way Interconnection Trunks, if CLEC Party wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if CLEC Party orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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

5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.

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

5.3 Switching System Hierarchy and Trunking Requirements.

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

5.4 Signaling.

5.4.1 Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.4.2 Each Party shall have the capability to exchange signaling messages to facilitate full interoperability of all SS7 or other signaling features, as applicable.

5.4.3 The Parties shall cooperate fully and shall use commercially reasonable efforts to obtain cooperation from any underlying carrier in the downstream/egress call processing in investigating any issues relating to the processing or delivery of call signaling information.

5.5 Grades of Service.

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

5.6 Call Routing Restrictions.

Neither Party shall deliver back to any switched service provided by the originating Party any call delivered by the originating Party to the other Party under this Agreement. To the extent call looping or other technical issues arise, the Parties shall use commercially reasonable efforts to resolve such issues in an expeditious manner.

5.7 Abnormal Traffic Patterns.

When either Party detects that the other Party is generating traffic or call attempts with duplicate, or repeated, numbers dialed in succession and/or abnormally short duration calls, such Party may give notice to the other Party and both Parties shall use commercially reasonable efforts to resolve such issue in

an expeditious manner. Each Party reserves the right to take action to protect the integrity of its network.

## **6. Traffic Measurement and Billing over Interconnection Trunks**

- 6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.
- 6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.
- 6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
- 6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in

accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

- 6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 6.5 If and, to the extent that, a CLEC Party Customer receives V/FX Traffic, CLEC Party shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such CLEC Party Customers.

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

### **7.1 Reciprocal Compensation.**

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and CLEC Party shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic CLEC Party physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (CLEC Party shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic CLEC Party delivers to Verizon; it also being understood and agreed that CLEC Party shall charge (and Verizon shall pay CLEC Party) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to CLEC Party. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by CLEC Party, or delivered by CLEC Party for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, CLEC Party shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that CLEC Party obtains from Verizon. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the

technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

- 7.2 Traffic Not Subject to Reciprocal Compensation.
  - 7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.
  - 7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
  - 7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.
  - 7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.
  - 7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
  - 7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
  - 7.2.7 [Intentionally Left Blank].
  - 7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
  - 7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a CLEC Party Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, CLEC Party shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and CLEC Party shall pay Verizon's terminating access charges for all V/FX Traffic originated by a CLEC Party Customer.
- 7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by CLEC Party to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to CLEC Party.

## 8. Other Types of Traffic

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

compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

- 8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third party carrier and delivered by CLEC Party to Verizon, CLEC Party shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by CLEC Party.
- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic, and Applicable Law.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

## **9. Transmission and Routing of Exchange Access Traffic**

### **9.1 Scope of Traffic.**

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

### **9.2 Access Toll Connecting Trunk Group Architecture.**

- 9.2.1 If CLEC Party chooses to have its NPA/NXX Code subtend a Verizon access Tandem, CLEC Party's NPA/NXX must be assigned by CLEC Party to a Rate Center Area that Verizon has associated with such Verizon access Tandem.
- 9.2.2 CLEC Party shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from CLEC Party's Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office CLEC Party utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.



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

## **10. Meet-Point Billing (MPB) Arrangements**

- 10.1 CLEC Party and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable CLEC Party Routing Point/Verizon Serving Interconnection Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 10.4 CLEC Party and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
- 10.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

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

- 10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each CLEC Party Routing Point/Verizon Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the CLEC Party Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.
- 10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

- 10.8 Verizon shall provide CLEC Party with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.
- 10.9 CLEC Party shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.
- 10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

To CLEC Party:

Shawn McLaughlin  
1 West Barrett Avenue  
Richmond, CA 94801

For Verizon:

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

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 0 of the General Terms and Conditions.

- 10.11 CLEC Party and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 0 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

- 10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 10.16 In the event CLEC Party determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable CLEC Party to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located CLEC Party Routing Point(s) associated with the NPA/NXX(s) to/from which the Switched Exchange Access Services are homed.
- 10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:
- $$a / (a + b) = \text{CLEC Party Billing Percentage}$$
- and
- $$b / (a + b) = \text{Verizon Billing Percentage}$$
- where:
- a = the airline mileage between CLEC Party Routing Point and the actual point of interconnection for the MPB arrangement; and
- b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.
- 10.18 CLEC Party shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of CLEC Party's delivery of notice to Verizon, Verizon and CLEC Party shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combination and billing percentages.

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

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all CLEC Party originating "untranslated" 8YY traffic will be routed over a separate One-Way miscellaneous Trunk group.

- 11.1 When CLEC Party delivers translated 8YY calls to Verizon to be completed by
- 11.1.1 an IXC:
- 11.1.1.1 CLEC Party will provide an appropriate EMI record to Verizon;

- 11.1.1.2 CLEC Party will bill the IXC the CLEC Party's applicable Switched Exchange Access Tariff charges and the CLEC Party's applicable Tariff query charges; and
- 11.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.
- 11.1.2 Verizon:
  - 11.1.2.1 CLEC Party will provide an appropriate EMI record to Verizon; and
  - 11.1.2.2 CLEC Party will bill Verizon the CLEC Party's Switched Exchange Access Tariff charges and the CLEC Party's applicable Tariff query charge.
- 11.1.3 a toll free service access code service provider in that LATA:
  - 11.1.3.1 CLEC Party will provide an appropriate EMI record to Verizon and the toll free service access code service provider;
  - 11.1.3.2 CLEC Party will bill the toll free service access code service provider the CLEC Party's applicable Switched Exchange Access Tariff charges and the CLEC Party's applicable Tariff query charges; and
  - 11.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's Customer or another LEC's Customer to CLEC Party to be completed by
  - 11.2.1 CLEC Party:
    - 11.2.1.1 Verizon will provide an appropriate EMI record to CLEC Party; and
    - 11.2.1.2 Verizon will bill CLEC Party Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
  - 11.2.2 a toll free service access code service provider in that LATA:
    - 11.2.2.1 Verizon will provide an appropriate EMI record to CLEC Party and the toll free service access code service provider;
    - 11.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
    - 11.2.2.3 CLEC Party will bill the toll free service access code service provider the CLEC Party's applicable Switched Exchange Access Tariff charges.

- 11.3 When CLEC Party delivers untranslated 8YY calls to Verizon to be completed by
  - 11.3.1 an IXC:
    - 11.3.1.1 Verizon will query the call and route the call to the appropriate IXC;
    - 11.3.1.2 Verizon will provide an appropriate EMI record to CLEC Party;
    - 11.3.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
    - 11.3.1.4 CLEC Party will bill the IXC CLEC Party's applicable Switched Exchange Access Tariff charges.
  - 11.3.2 Verizon:
    - 11.3.2.1 Verizon will query the call and complete the call;
    - 11.3.2.2 Verizon will provide an appropriate EMI record to CLEC Party;
    - 11.3.2.3 CLEC Party will bill Verizon the CLEC Party's applicable Switched Exchange Access Tariff charges.
  - 11.3.3 a toll free service access code service provider in that LATA:
    - 11.3.3.1 Verizon will query the call and route the call to the appropriate toll free service access code service provider;
    - 11.3.3.2 Verizon will provide an appropriate EMI record to CLEC Party and the toll free service access code service provider;
    - 11.3.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff and Verizon's applicable Tariff query charges; and
    - 11.3.3.4 CLEC Party will bill the toll free service access code service provider the CLEC Party's applicable Switched Exchange Access Tariff charges.
- 11.4 Verizon will not direct untranslated toll free service access code calls to CLEC Party.

## **12. Tandem Transit Traffic**

- 12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on CLEC Party's network, and is transported through Verizon's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"), when neither the originating nor terminating customer is a Customer of Verizon. For the avoidance of any doubt, under no circumstances shall Verizon be required to transit traffic through a Verizon Tandem to an End Office that does not have local interconnection facilities and direct trunks to that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

- 12.2 Tandem Transit Traffic Service provides CLEC Party with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. CLEC Party shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 CLEC Party may use Tandem Transit Traffic Service only for traffic that originates on CLEC Party's network and only to send traffic to an Other Carrier with whom CLEC Party has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by CLEC Party and to bill CLEC Party, and not to bill Verizon, for such traffic. CLEC Party agrees not to use Verizon's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom CLEC Party does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on CLEC Party's network.
- 12.5 CLEC Party shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to CLEC Party any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by CLEC Party, Verizon may provide notice to CLEC Party of such billing. Upon receipt of such notice, CLEC Party shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by CLEC Party. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.
- 12.6 If CLEC Party uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"). CLEC Party shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that CLEC Party has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 12.7 If CLEC Party fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 12.8 If or when a third party carrier plans to subtend a CLEC Party switch, then CLEC Party shall provide written notice to Verizon at least ninety (90) days before such subtending service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, CLEC Party shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to CLEC Party as defined in this Section such that Verizon

may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends a CLEC Party Central Office or its equivalent ("Reciprocal Tandem Transit Service"). CLEC Party shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.

- 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.
- 12.10 When CLEC Party originates traffic in the same local calling area to an ITC or such traffic is terminated to CLEC Party by ITC, the terms and conditions set forth in Verizon's PSC NY No.8 Tariff, as amended from time to time, will apply.

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

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX Codes.
- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems in order to recognize and route traffic to the other Party's assigned NPA/NXX Codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, CLEC Party shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. CLEC Party shall assign whole NPA/NXX Codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 13.4 CLEC Party will also designate a Routing Point for each assigned NXX Code. CLEC Party shall designate one location for each Rate Center Area in which the CLEC Party has established NXX Code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of CLEC Party will be routed in the same manner as calls to CLEC Party's initial NXXs.
- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain CLEC Party's choices regarding the size of the local calling area(s) that CLEC Party may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

### **14. Joint Network Implementation and Grooming Process; Forecasting**

#### 14.1 Joint Network Implementation and Grooming Process.

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

- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

#### 14.2 Trunk Forecasting Requirements.

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, CLEC Party shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.
- 14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, CLEC Party shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when CLEC Party develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) CLEC Party plans to deploy a new switch; (b) CLEC Party plans to implement a new POI or network architecture; (c) CLEC Party plans to rearrange its network; (d) CLEC Party plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) CLEC Party plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) CLEC Party expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.



- 14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on CLEC Party or Verizon.

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

15.1 Scope.

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

15.2 Procedures for Providing LNP ("Local Number Portability").

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

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

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

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

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

- 15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX Codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX Codes assigned to mass calling on a chocked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.
- 15.3 Procedures for Providing NP Through Full NXX Code Migration.
- Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.
- 15.4 Procedures for LNP Request.
- The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.
- 15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.

15.5 CLEC Party shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon Partner Solutions website (formerly referred to as the Verizon Global Wholesale website).

## **16. 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 New York a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with CLEC Party reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; 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.

## RESALE ATTACHMENT

### 1. General

- 1.1 Verizon shall provide to CLEC Party, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by CLEC Party; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to CLEC Party only to the extent required by Applicable Law (as further described in Sections 1.2 and 1.3 below) and may decline to provide a Telecommunications Service to CLEC Party to the extent that provision of such Telecommunications Service is not required by Applicable Law (as further described in Sections 1.2 and 1.3 below).
- 1.2 For the avoidance of any doubt, Verizon's Telecommunications Services are available for resale by CLEC Party only pursuant to Section 251(b)(1) of the Act without application of a wholesale discount under Section 251(c)(4) of the Act or other Applicable Law. The rates, fees, charges and prices that Verizon will charge to CLEC Party for a resold Telecommunications Service shall be the retail rates, fees, charges and prices for such Telecommunications Service as set forth in Verizon's applicable Tariff (or, if there are no Verizon Tariff rates, fees, charges and prices for such Service, Verizon's rates, fees, charges and prices for the Service that are generally offered by Verizon).

### 2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by CLEC Party under this Resale Attachment only for the purpose of resale by CLEC Party as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by CLEC Party for other purposes (including, but not limited to, CLEC Party's own use) must be purchased by CLEC Party pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.
- 2.2 CLEC Party shall not resell:
- 2.2.1 Telecommunications Service to persons (or categories of persons) not eligible to subscribe to such service from Verizon (including, but not limited to, residential service shall not be resold to business or other nonresidential Customers);
  - 2.2.2 Lifeline, Link Up America, or other means-tested service offerings (collectively, "Means-Tested Service Offerings") to persons not eligible to subscribe to such service offerings from Verizon or in any other case where Verizon is not required to allow CLEC Party to resell Verizon's Telecommunications Service for purposes of CLEC Party's provision of a Means-Tested Service Offering;
  - 2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon;
  - 2.2.4 Verizon's Telecommunications Services to another CLEC or other carrier (including, but not limited to, an Affiliate of CLEC Party).

- 2.2.5 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
- 2.2.6 In addition to any other actions taken by CLEC Party to comply with this Section 2.2, CLEC Party shall take those actions required by Applicable Law to determine the eligibility of CLEC Party Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Means-Tested Service Offerings, required by Applicable Law. CLEC Party shall indemnify Verizon from any Claims resulting from CLEC Party's failure to take such actions required by Applicable Law.
- 2.2.7 Verizon may perform audits to confirm CLEC Party's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 0 of the General Terms and Conditions.
- 2.3 CLEC Party shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers, modifies, or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 CLEC Party shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to CLEC Party Customers.

### **3. Availability of Verizon Telecommunications Services**

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

#### **4. Responsibility for Charges**

- 4.1 CLEC Party shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by CLEC Party, CLEC Party Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to CLEC Party pursuant to this Resale Attachment.
- 4.2 Upon request by CLEC Party, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by CLEC Party such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. CLEC Party understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding CLEC Party's purchase of such blocking or screening services, CLEC Party's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which CLEC Party intended to block. Notwithstanding the foregoing, CLEC Party shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

#### **5. Operations Matters**

- 5.1 Facilities.
- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to CLEC Party Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. CLEC Party shall, at CLEC Party's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by CLEC Party or CLEC Party Customers for use with Verizon Telecommunications Services.
- 5.2 Branding.
- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to CLEC Party, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's

Telecommunications Services shall not constitute the grant of a license or other right to CLEC Party to use Verizon's Marks.

- 5.2.2 To the extent required by Applicable Law, upon request by CLEC Party and at prices, terms and conditions to be negotiated by CLEC Party and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by CLEC Party's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, CLEC Party will be responsible for entering into a direct contractual arrangement with the third-party contractor at CLEC Party's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by CLEC Party for resale with CLEC Party's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by CLEC Party for resale.

## **6. Rates and Charges**

The rates, fees, charges and prices for Verizon Telecommunication Services purchased by CLEC Party for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

## **7. Good Faith Performance**

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

## NETWORK ELEMENTS ATTACHMENT

### 1. General

- 1.1 Verizon shall provide to CLEC Party, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement: (i) Verizon shall be obligated to provide access to unbundled Network Elements, Combinations, and Commingling to CLEC Party under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and Verizon may decline to provide access to UNEs, Combinations, or Commingling to CLEC Party to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules, and (ii) in no event shall Verizon be required to convert special or switched access services to UNEs or Combinations. For the avoidance of any doubt, Verizon's rights under this Section 1.1 are self-effectuating and this Agreement need not be amended for Verizon to exercise such rights.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (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 already available in Verizon's network; (b) Verizon shall have no obligation to construct, modify, convert, or deploy facilities or equipment to offer any UNE or Combination; and (c) CLEC Party must adhere to the request processes outlined in Section 8 below.
- 1.3 For the avoidance of any doubt, the limitations on availability of any UNEs set forth herein apply regardless of whether the UNE is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.
- 1.4 CLEC Party may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to CLEC Party. Without limiting the foregoing, CLEC Party may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
  - 1.4.1 Verizon shall not be obligated to provide to CLEC Party, and CLEC Party shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 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 the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to CLEC Party on an unbundled basis or in combination with other Network Elements.



- 1.6 If as the result of CLEC Party Customer actions (e.g., Customer Not Ready (“CNR”)), Verizon cannot complete requested work activity when a technician has been dispatched to the CLEC Party Customer premises, CLEC Party 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 Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon’s applicable retail or wholesale Tariff or in the Pricing Attachment).

## 2. Additional Limitations on Availability of Particular Network Elements.

Notwithstanding any other provision of the Agreement, but subject to the further limitations on UNE availability set forth in Section 1 above or elsewhere in this Agreement, certain Network Elements are unavailable as UNEs as set forth below:

- 2.1 TRRO Non-Impairment Limitations. In addition to limitations on the availability of UNEs set forth in Section 2.2 below and elsewhere in the Agreement, the following limitations apply to further exclude the availability of UNEs:

- 2.1.1 Non-Impaired Wire Center Designations. CLEC Party shall not request or obtain, and Verizon may reject any CLEC Party order for, a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination: (a) in any case where the subject Network Element is not available as a UNE based on a non-impairment designation set forth in a Non-Impaired Wire Center List, (b) in any case where the subject Network Element is not available as a UNE based on a non-impairment designation that the Commission or the FCC has ordered or approved or that has been confirmed through dispute resolution (regardless of whether CLEC Party was a party to such dispute resolution), (c) in any case where the subject Network Element is not available as a UNE based on a non-impairment designation set forth in a Verizon UNE Tariff, or (d) in any case where the subject Network Element is otherwise unavailable as a UNE under a Verizon UNE Tariff. To the extent that a Network Element is not excluded as a UNE by application of this Section 2.1.1, Sections 2.1.2 and 2.2 set forth further limitations that must be applied to determine whether the Network Element is available as a UNE.

- 2.1.2 Caps on UNE Circuits. To the extent that the following UNEs are available after application of all other limitations on UNE availability set forth in this Agreement (including, but not limited to, the limitations set forth in Section 2.1.1. above and Section 2 below), CLEC Party shall not request or obtain, and Verizon may reject any CLEC Party order for, any such UNEs that exceed the following caps:

- 2.1.2.1 DS1 Loops: No more than ten (10) UNE DS1 Loops to any single building.

- 2.1.2.2 DS3 Loops: No more than one (1) UNE DS3 Loop to any single building.

- 2.1.2.3 DS1 Dedicated Transport: No more than ten (10) UNE Dedicated Transport circuits on any route.

- 2.1.2.4 DS3 Dedicated Transport: No more than twelve (12) UNE DS3 Dedicated Transport circuits on any route.

2.2 Post-TRRO Limitations. In addition to the limitations set forth in Section 2.1 above, DS0 Loops, DS1 Loops, DS3 Loops, DS1 Dedicated Transport, DS3 Dedicated Transport, Dark Fiber Transport are further excluded as UNEs as set forth below:

2.2.1 DS0 Loops. Effective as of February 7, 2023, DS0 Loops are not available as UNEs in any Urbanized Census Block. Any DS0 UNE Loops that CLEC Party purchases in an Urbanized Census Block and that are in-service as of February 7, 2023 ("Grandfathered DS0 UNE Loops") will continue to be provisioned through February 7, 2025, unless discontinued by CLEC Party or terminated by Verizon for any reason permitted under this Agreement or any Tariff referenced herein (e.g., for non-payment). After such date, Verizon will no longer provide or maintain any UNE DS0 Loop in any Urbanized Census Block. Grandfathered UNE DS0 Loops will be provided at the rates that apply (effective as of February 6, 2023) under this Agreement through February 7, 2024. From February 8, 2024 through February 7, 2025, such Grandfathered UNE DS0 Loops will be provided at 125% of the rates that apply (effective as of February 6, 2023) under this Agreement; provided, however, that Verizon may at any time during such period specify a lower rate by providing written notice to CLEC Party and/or by publishing such lower rate on Verizon's wholesale website or an applicable Verizon Tariff. A Grandfathered UNE DS0 Loop may not be disconnected from one end user and reconnected to another end user, or otherwise transferred from the end user served by such Loop as of February 7, 2023.

2.2.2 UNE DS1 Loops in Competitive Counties. Effective as of February 7, 2023, DS1 Loops are not available as UNEs in any case in which the end user served by such Loop is located in any Competitive County. Any UNE DS1 Loops that CLEC Party purchases and that are in-service as of February 7, 2023 ("Grandfathered UNE DS1 Loop"), will continue to be provisioned through August 7, 2024 at the rates that apply under this Agreement, unless discontinued by CLEC Party or terminated by Verizon for any reason permitted under this Agreement or any Tariff referenced herein (e.g., for non-payment). After August 7, 2024, Verizon will no longer provide or maintain any Grandfathered UNE DS1 Loop in a Competitive County. A Grandfathered UNE DS1 Loop may not be disconnected from one end user and reconnected to another end user, or otherwise transferred from the end user served by such Loop as of February 7, 2023.

2.2.3 UNE DS3 Loops in Competitive Counties. Effective as of February 8, 2021 (i.e., prior to the Effective Date of this Agreement), DS3 Loops ceased to be available as UNEs for new purchases in any case in which the end user served by such Loop is located in a Competitive County. To the extent CLEC Party, as of February 8, 2021, purchased (under a previous interconnection agreement or a Verizon UNE Tariff) any DS3 Loops that were in-service as UNEs in a Competitive County ("Grandfathered UNE DS3 Loops"), such Grandfathered UNE DS3 Loops will continue to be provisioned through February 7, 2024 at the rates that apply under this Agreement, unless discontinued by CLEC Party or terminated by Verizon for any reason permitted under this Agreement or any Tariff referenced herein (e.g., for non-payment). After February 7, 2024, Verizon will no longer provide or maintain any Grandfathered UNE DS3 Loop in a Competitive County. A

Grandfathered UNE DS3 Loop may not be disconnected from one end user and reconnected to another end user, or otherwise transferred from the end user served by such Loop as of February 8, 2021.

2.2.4 DS1 and DS3 Dedicated Transport and Dark Fiber Transport Between Certain Wire Centers.

2.2.4.1 DS1 and DS3 Transport UNE Triggering Endpoints.

2.2.4.1.1 For purposes of this Section 2.2.4: (a) the two UNE Wire Centers at either end of a Dedicated Transport route are the “endpoints” of the route; (b) the “DS3 UNE Triggering Endpoint(s)” for a DS3 Dedicated Transport route are those endpoints of the route which, based on Verizon's Non-Impaired Wire Center List, are Tier 3 Wire Centers; and (c) the “DS1 UNE Triggering Endpoint(s)” for a DS1 Dedicated Transport route are those endpoints that, based on Verizon's Non-Impaired Wire Center List, are either Tier 2 Wire Centers or Tier 3 Wire Centers .

2.2.4.1.2 By operation of Verizon's Tier 1 and Tier 2 Wire Center designations under Section 2.1.1 above, (i) DS1 Dedicated Transport is not available on an unbundled basis on any route for which neither endpoint is a DS1 UNE Triggering Endpoint, and (ii) DS3 Dedicated Transport is not available on an unbundled basis on any route for which neither endpoint is a DS3 UNE Triggering Endpoint.

2.2.4.2 DS1 Dedicated Transport. For purposes of determining whether DS1 Dedicated Transport is available as a UNE between UNE Wire Centers under Sections 2.2.1 and 2.2.4.1 above, an Alternative Fiber Wire Center shall be deemed not a DS1 UNE Triggering Endpoint. Thus, for example: (a) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of only one of those Wire Centers, then UNE DS1 Dedicated Transport would be available as a UNE on such route, and (b) if both ends of a route were Tier 2 or 3 Wire Centers, but both of those UNE Wire Centers are Alternative Fiber Wire Centers, then DS1 Dedicated Transport would not be available as a UNE on such route, and (c) if one end of a route were a Tier 1 Wire Center and the other end of the route were a Tier 2 or 3 Wire Center that is an Alternative Fiber Wire Center, then DS1 Dedicated Transport would not be available as a UNE on such route.

2.2.4.3 DS3 Dedicated Transport. For purposes of determining whether DS3 Dedicated Transport is available as a UNE under Sections 2.1.1 and 2.2.4.1 above, an Alternative Fiber Wire Center shall be deemed not a DS3 UNE Triggering Endpoint. Thus, for example: (a) if one end of a route were a Tier 1 or 2 Wire Center, and the other end of the route were a Tier 3 Wire Center with competitive fiber located within one-half mile, then UNE DS3 Dedicated Transport would not be available on such route, (b) if both ends of a route were Tier 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Tier 3 Wire

Centers, then UNE DS3 Dedicated Transport would not be available as a UNE on such route.

2.2.4.4 Dark Fiber Transport. Dark Fiber Transport is not available as a UNE unless at least one end of the transport route is a Tier 3 Wire Center that is not an Alternative Fiber Wire Center. To the extent CLEC Party, as of February 8, 2021, purchased (under a previous interconnection agreement or a Verizon UNE Tariff) UNE Dark Fiber Transport that would be precluded as a UNE under the preceding sentence ("Grandfathered Dark Fiber Transport"), such Grandfathered Dark Fiber Transport will continue to be provisioned through February 7, 2029 at the rates that apply under this Agreement, unless discontinued by Customer or terminated by Verizon for any reason permitted under this Agreement or any Tariff referenced herein (e.g., for non-payment). After February 7, 2029, Verizon will no longer provide or maintain any such Dark Fiber Transport as a UNE.

2.3 If CLEC Party, inadvertently or otherwise, submits (or has submitted) to Verizon an order that conflicts with Section 1, 2.1 or 2.2 above and Verizon, inadvertently or otherwise, provisions (or has provisioned) the order on a UNE basis, then upon thirty (30) days written notice from Verizon the subject service, facility or arrangement shall be treated as a Discontinued Facility under Section 2.4.2 below. The new non-UNE rate and/or surcharge that applies to the Discontinued Facility under Section 2.4.2 shall be applied retrospectively back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE rates and the new non-UNE rate and/or surcharge that applies under Section 2.4.2).

2.4 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT:

2.4.1 Verizon may cease offering or providing CLEC Party with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to CLEC Party. If a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

2.4.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 2.4.1 above and CLEC Party has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to CLEC Party. In lieu

of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to take any of the following actions until such time as Verizon in its sole discretion elects to disconnect the subject Discontinued Facility: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access Tariff (e.g. Verizon's Business Data Services Product Guide) (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access Tariff arrangement in which CLEC Party is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to CLEC Party, and/or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be materially equivalent to an arrangement available under a Verizon access Tariff (e.g. Verizon's Business Data Services Product Guide) (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access Tariff arrangement in which CLEC Party is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to CLEC Party; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if CLEC Party fails to pay when due any applicable new rate or surcharge billed by Verizon.

2.4.3 For the avoidance of any doubt, Verizon's rights under this Section 2.4 are self-effectuating and this Agreement need not be amended for Verizon to exercise such rights.

2.5 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access Tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of an arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

### **3. Verizon's Provision of Network Elements**

Subject to the provisions set forth in Sections 1 and 2 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide CLEC Party access to the following:

- 3.1 Loops, as set forth in Section 4 of this Attachment;
- 3.2 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 5 of this Attachment;
- 3.3 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 6 of this Attachment;

- 3.4 Operations Support Systems, as set forth in Section 7 of this Attachment; and
- 3.5 Other UNEs, if any, in accordance with Section 8 of this Attachment.

**4. Loop Transmission Types**

Subject to the conditions set forth in Sections 1 and 2 of this Attachment, Verizon shall allow CLEC Party to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow CLEC Party access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

- 4.1 [Intentionally Left Blank].
- 4.2 [Intentionally Left Blank].

**5. Dark Fiber Transport**

Subject to the conditions set forth in Sections 1 and 2 of this Attachment and upon request by CLEC Party, Verizon shall provide CLEC Party with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide CLEC Party access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

**6. Dedicated Transport**

- 6.1 Subject to the conditions set forth in Sections 1 and 2 of this Attachment, and upon request by CLEC Party, Verizon shall make available to CLEC Party where facilities are available, Dedicated Transport unbundled from other Network Elements at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Dedicated Transport unbundled from other Network Elements, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide CLEC Party with access to the unbundled Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

**7. Operations Support Systems**

Subject to the provisions set forth in Sections 1 and 2 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon, for the UNEs that are available under this Agreement for so long as they remain available as UNEs, shall provide CLEC Party with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide CLEC Party with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by CLEC Party through such electronic interfaces.

**8. Availability of Other Network Elements on an Unbundled Basis**

- 8.1 Any request by CLEC Party for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 8.3, of this Attachment. CLEC Party shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.
- 8.2 Notwithstanding anything to the contrary in this Section 8, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 8 except as required by the Federal Unbundling Rules.
- 8.3 Network Element Bona Fide Request (BFR).
- 8.3.1 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.
- 8.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 8.3.3 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.
- 8.3.4 Within thirty (30) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 8.3.5 Except under extraordinary circumstances when a longer period may be appropriate, within ninety (90) 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 an 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 the Federal Unbundling Rules.
- 8.3.6 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 the Federal Unbundling Rules, it will provide the requesting Party with a quote of the one-time charges to cover the reasonable cost of engineering, design and development of the Network Element and any associated ordering and provisioning systems. Upon receipt of written authorization from the requesting Party and the requesting Party's payment of any one-time charges quoted by the receiving Party, the receiving Party shall promptly develop the requested Network Element, determine its 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.

- 8.3.7 As soon as feasible, but not more than one hundred eighty (180) 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 the Network Element, the availability, the applicable rates and charges, and the installation intervals.
- 8.3.8 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.
- 8.3.9 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.

## **9. Maintenance of Network Elements**

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

## **10. Combinations and Commingling**

Subject to the conditions set forth in Sections 1 and 2 of this Attachment, Verizon shall be obligated to provide Combinations and Commingling only to the extent provision of such Combinations and Commingling are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations and Commingling to CLEC Party, Verizon shall provide such Combinations and Commingling in accordance with the terms, conditions and prices for such Combinations and Commingling as provided in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Combinations and Commingling, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

## **11. Routine Network Modifications**



11.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and Subject to the provisions set forth in Sections 1 and 2 of this Attachment:

11.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by CLEC Party to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable CLEC Party to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics or other equipment for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

11.2 [Intentionally Left Blank].

11.3 Nothing contained in this Section 11 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

## 12. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

## 13. 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 New York a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with CLEC Party reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## COLLOCATION ATTACHMENT

### 1. Verizon's Provision of Collocation

Verizon shall provide to CLEC Party, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating CLEC Party's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to CLEC Party only to the extent required by Applicable Law and may decline to provide Collocation to CLEC Party to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon, without any need to amend this Agreement, may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by CLEC Party to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

## 911 ATTACHMENT

### 1. 911/E-911 Arrangements

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to CLEC Party, to the extent permitted by Applicable Law. Such information is provided at the Verizon Partner Solutions website (formerly referred to as the Verizon Global Wholesale website):
  - 1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
  - 1.2.2 a listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and
  - 1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall provide to CLEC Party a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of New York, where CLEC Party is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority.

### 2. ALI Database

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is provided electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon Global Wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon shall:
  - 2.2.1 store CLEC Party end user data provided by CLEC Party in the ALI Database;
  - 2.2.2 provide CLEC Party access to the ALI Database for the initial loading and updating of CLEC Party end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon Global Wholesale website); and
  - 2.2.3 provide CLEC Party an error and status report based on updates to the ALI Database received from CLEC Party.
- 2.3 Where Verizon manages the ALI Database, CLEC Party shall:
  - 2.3.1 provide MSAG valid E-911 data for each of its end users for the initial loading of, and any and all updates to the ALI database;

- 2.3.2 utilize the appropriate Verizon electronic interface to update E-911 data in the ALI Database related its end users (and all such database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon Global Wholesale website));
  - 2.3.3 use its company ID on all end user records in accordance with NENA standards;
  - 2.3.4 correct any errors that occur during the entry of E-911 data in the ALI Database; and
  - 2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using CLEC Party's NENA ID to lock and unlock records and the posting of the CLEC Party NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. CLEC Party is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that CLEC Party discontinues providing Telephone Exchange Service to any of its end users, it shall ensure that its E-911 records for such end users are unlocked in accordance with NENA standards.
- 2.4 In the event CLEC Party uses an Agent to input its end user's E-911 data to the ALI Database through the appropriate Verizon electronic interface, CLEC Party shall provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.

### **3. 911/E-911 Interconnection**

- 3.1 CLEC Party may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where CLEC Party may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which CLEC Party provides Telephone Exchange Services.
- 3.2 In order to interconnect with Verizon for the transmission and routing of 911/E-911 Calls, CLEC Party shall:
  - 3.2.1 interconnect with each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point that serves the exchange areas in which CLEC Party is authorized to and will provide Telephone Exchange Service;
  - 3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from the CLEC Party switch to each designated Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, using SS7 signaling where available, as necessary;
  - 3.2.3 [Intentionally Left Blank];
  - 3.2.4 provide sufficient trunks and facilities to route 911/E-911 Calls from CLEC Party to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). CLEC Party

is responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;

- 3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s);
- 3.2.6 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;
- 3.2.7 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the CLEC Party traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, CLEC Party shall order or otherwise provide adequate additional trunks and/or facilities;
- 3.2.8 promptly test all 911/E-911 trunks and facilities between the CLEC Party network and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to assure proper functioning of 911/E-911 arrangements. CLEC Party shall not transmit or route live 911/E-911 Calls until successful testing is completed; and
- 3.2.9 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. CLEC Party shall advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

#### **4. 911/E-911 General**

- 4.1 Verizon and CLEC Party shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements
- 4.2 CLEC Party shall compensate Verizon for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.
- 4.3 CLEC Party and Verizon shall comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to 911/E-911 arrangements.
- 4.4 CLEC Party shall collect and remit, as required, any 911/E-911 applicable surcharges from its end users in accordance with Applicable Law.

#### **5. Good Faith Performance**

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

## PRICING ATTACHMENT

### 1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify CLEC Party in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill CLEC Party, and CLEC Party shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to CLEC Party pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to CLEC Party and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### 2. Verizon Telecommunications Services Provided to CLEC Party for Resale Pursuant to the Resale Attachment

- 2.1 The Charges for a Verizon Telecommunications Service purchased by CLEC Party for resale shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's

Retail Price for the Service that is generally offered to Verizon's Customers) and, for the avoidance of any doubt, shall be without application of a wholesale discount under Section 251(c)(4) of the Act or other Applicable Law.

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

**3. CLEC Party Prices**

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

**4. Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).



## APPENDIX A TO THE PRICING ATTACHMENT<sup>1</sup>

(NEW YORK)  
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### A. INTERCONNECTION<sup>2</sup>

#### I. Rate for Call Transport & Termination (Reciprocal Compensation Rates)

1.	Reciprocal Compensation Traffic Tandem or End Office Rate	Rates for Reciprocal Compensation are as set forth in Verizon's NY PSC No. 8 Tariff, as amended from time to time
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon NY PSC No. 11 access tariffs for Feature Group D service, as amended from time to time.
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon NY PSC NY No. 8 Tariff, and per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon NY PSC NY No. 11 access tariffs, each as amended from time to time.

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<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction.

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

<sup>2</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

## **II. Transit Service**

### **a. Tandem Transit Traffic Service**

The rate for Transit Service is based upon the rates set forth in PSC NY No. 8 Tariff, as amended from time to time.

### **b. Dedicated Transit Service**

The rates for Dedicated Transit Service are as set forth in PSC NY No. 8 Tariff, as amended from time to time.

## **B. UNBUNDLED NETWORK ELEMENTS<sup>3 4</sup>**

### **I. Unbundled Local Loops**

A. Rates for all ULL types are as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

B. The rate for Line and Station Transfer<sup>5</sup> is as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment and applies to xDSL Loops. The IDLC Surcharge applies when a Line and Station Transfer is performed and is as set forth in Verizon's PSC NY No. 10 Tariff.

### **II. Unbundled IOF**

Rates for all unbundled IOF elements are as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

### **III. Intrastate Collocation**

The rates for Intrastate Collocation are based upon the rates set forth in PSC NY No. 8 Tariff, as amended from time to time.

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<sup>3</sup> All rates and charges specified herein are pertaining to the Network Elements Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change UNE prices to conform to any modification of the FCC's UNE pricing rules.

<sup>4</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon may, but shall not be required to, charge (and CLEC Party shall pay) any rate increases and additional non-UNE rates and charges that apply to CLEC Party's embedded base of discontinued UNEs (or combinations thereof) during and after any transition period that applies under FCC orders.

<sup>5</sup> Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.  
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#### IV. Combinations of Unbundled Network Elements

Rates for all combination types are as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time.

#### V. Dark Fiber

Rates for Dark Fiber are as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

#### VI. Routine Network Modifications<sup>6</sup>

	<u>Non-Recurring Charges</u>
Clear Defective Pair (where feasible)	TBD♣
Reassignment of Non-Working Cable Pair	TBD♣
Binder Group Rearrangement	TBD♣
Repeater – Installation	TBD♣
Apparatus Case – Installation	TBD♣
Range Extenders – DS0 Installation	TBD♣
Range Extenders – DS1 Installation	TBD♣
Channel Unit to Universal/Cotted DLC System (existing)	TBD♣
Serving Terminal – Installation/Upgrade	TBD♣
Activate Dead Copper Pair	TBD♣
Multiplexer – 1/0 – Installation	TBD♣
Multiplexer – 1/0 – Reconfiguration	TBD♣
Multiplexer – 3/1 – Installation	TBD♣
Multiplexer – 3/1 – Reconfiguration	TBD♣
Multiplexer – Other – Installation	TBD♣
Move Drop	TBD♣
Cross-Connection – Existing Fiber Facility	TBD♣
Line Card – Installation	TBD♣
Copper Rearrangement	TBD♣
Central Office Terminal – Installation	TBD♣
IDLC Only Condition	TBD♣
Other Required Modifications	TBD♣
No Facilities – Confirmation	TBD♣
 <b><u>OTHER</u></b>	
Commingled Arrangements – per circuit NRC	TBD♣
Circuit Retag – per circuit	TBD♣
Dark Fiber – Dark Fiber Routine Network Modifications	TBD♣

<sup>6</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under this Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms conditions other than those that may be required by the Agreement.

♣ While Verizon is not pursuing charges associated with routine network modifications at this time, Verizon reserves the right to pursue such charges at a later date.

**C. RESALE<sup>7</sup>**

The rates, fees, charges and prices that Verizon will charge to CLEC Party for a resold Telecommunications Service shall be the retail rates, fees, charges and prices for such Telecommunications Service as set forth in Verizon's applicable Tariff (or, if there are no Verizon Tariff rates, fees, charges and prices for such Service, Verizon's rates, fees, charges and prices for the Service that are generally offered by Verizon). For the avoidance of any doubt, there shall be no resale discount under Section 251(c)(4) of the Act or other Applicable Law.<sup>8</sup>

**D. CUSTOMER USAGE DETAIL CHARGES**

Rates for Customer Usage Detail are as set forth in Verizon's PSC NY No. 10 Tariff, and PSC NY No. 9 Tariff as amended from time to time.

**E. TIME AND MATERIALS CHARGES**

Rates for Time and Materials are as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time.

**F. 911/E911 INTERCONNECTION**

Rates for interconnection to Verizon 911 or E911 hub tandem and access to subtending PSAPS are as set forth in Verizon's PSC NY No. 8, as amended from time to time.

**G. OPERATIONS SUPPORT SYSTEMS**

(a). Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

(b). Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale, are as set forth in Verizon's PSC NY No. 9 Tariff, as amended from time to time.

(c). Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Interconnection are as set forth in Verizon's PSC NY No. 8 Tariff, as amended from time to time.

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<sup>7</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

<sup>8</sup> Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale attachment, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION  
ATTACHMENT**

**Technical Specifications and Requirements**

for

**CLEC Party – Verizon New York Inc.  
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to CLEC Party – Verizon New York Inc. Fiber Meet Arrangement [NUMBER] (“FM No. [XX]”):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon’s [NAME OF TANDEM/END OFFICE] and CLEC Party’s [NAME OF TANDEM/END OFFICE] in the State of New York. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points (“FMPs”).
  - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.
  - 2.2 Verizon will provision a Fiber Network Interface Device (“FNID”) at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [\_\_\_\_] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon’s FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon’s FNID for CLEC Party to connect [\_\_\_\_] strands of its fiber cable [\_\_\_\_] connectors. Verizon’s FNID will be locked, but Verizon and CLEC Party will have 24 hour access to their respective side of the fiber patch panel located in Verizon’s FNID.
  - 2.3 CLEC Party will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [\_\_\_\_] strands of its fiber optic cable in the FNID. The FNID provisioned by CLEC Party will be a [MANUFACTURER, MODEL]. CLEC Party will bear the cost of installing and maintaining its FNID. The fiber patch panel within CLEC Party’s FNID will serve as FMP No. 2. CLEC Party will provide a fiber stub at the fiber patch panel in CLEC Party’s FNID for Verizon to connect [\_\_\_\_] strands of its fiber cable. CLEC Party’s FNID will be locked, but CLEC Party and Verizon will have 24 hour access to their respective side of the fiber patch panel located in CLEC Party’s FNID.
3. Transmission Characteristics.
  - 3.1 FM No. [XX] will be built [as a ring configuration].
  - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network (“SONET”).]

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
  - 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
  - 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
  - 3.6 The path switch protection shall be set as [Non-Revertive].
  - 3.7 Verizon and CLEC Party shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide CLEC Party with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
  - 4.2 CLEC Party will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. CLEC Party will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, CLEC Party must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in CLEC Party's Add Drop Multiplexer.
  - 4.3 CLEC Party and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
  - 4.4 The Data Communication Channel shall be disabled between the Verizon and CLEC Party Add Drop Multiplexers of FM No. [XX].
5. Testing.
- 5.1 Prior to turn-up of FM No. [XX], Verizon and CLEC Party will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to CLEC Party as a final step of turn up of the FM No. [XX].
  - 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and CLEC Party will control the CFA for the subtending facilities and trunks connected to CLEC Party's slots.

CLEC Party will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and CLEC Party shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and CLEC Party's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, CLEC Party shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. CLEC Party shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and CLEC Party will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and CLEC Party will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. CLEC Party will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the CLEC Party's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Verizon and CLEC Party will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and CLEC Party will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

**Earthgrid PBC**

**Verizon New York Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE EXECUTED AT A LATER DATE**



**Exhibit A-1**

**CLEC Party – Verizon New York Inc.  
Fiber Meet Arrangement No. [XX]**

**City, State**